

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**April 6, 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 – 28 )

4. Discuss, consider, and take appropriate action on a line item transfer for the County Attorney's Office.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	\$3,396.40
To	0100.0475.003008	Law Enforcement Equipment	\$3,396.40

5. 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	0200-0210-003550	Asphalt	125000.00

To	0200-0210-004100	Professional Services	125000.00
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- Discuss, consider and take appropriate action on a line item transfer to create P394 (CR 307 Widening at Jarrell School) for the Road & Bridge Division.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0200-0210-003599	Road Contr/Maint	\$260,000
To	0200-0210-000777	Transfer to Capital Projects	\$260,000

- Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 03/31/2021 for the Williamson County Tax Assessor/Collector.
- Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 03/01/2021 through 03/31/2021.
- Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 03/01/2021 through 03/31/2021.
- Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer for the period of 03/01/2021 through 03/31/2021.
- Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2016 Chevrolet Tahoe 2416, pursuant to Tx. Local Gov't Code 263.152.
- Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, February 2021 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
- Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Data Projections, Inc. to provide and integrate new AV equipment and existing AV equipment for Williamson County Courthouse Jury Empaneling room in the amount of \$82,052.18, per the terms of TIPS Cooperative Contract #171001 and authorizing execution of the agreement.
- Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Charter Communications Operating, LLC/Spectrum to provide the installation of internet service for the Medic 11, Medic 53 and Emergency Medical Station 1, in the amount of \$99.98 (on a month-to-month basis, this includes a one time installation fee of \$99.00) and exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C) and authorizing execution of the agreement.

- 15.** Discuss, consider and take appropriate action on approval of extension for Services Agreement for Jail Pharmaceutical and Supplies (RFP 1708-185) until June 30, 2021, between Williamson County, Texas and MAO Pharmacy, Inc. D/B/A Westwood Pharmacy Clinical Services to support county jail operations and allow the county to go out for a new solicitation in this category of services.
- 16.** Discuss, consider, and take appropriate action on ratifying the Emergency PO to Auto Clear for repairs to the X-Ray Machine at the Justice Center in the amount of \$8,385.00, exempting this purchase from competitive bidding requirements per TX. Local Government Code Discretionary Exemptions 262.024 (a)(2) and 262.024 (a)(7)(D).
- 17.** Discuss, consider and take appropriate action on ratifying purchase of canned drinking water from Rentschler Brewing LLC in the amount of \$24,084.88, to support the operations of the Williamson County Emergency Services Operations Center during the February 2021 Winter Storm, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).
- 18.** Discuss, consider and take appropriate action on ratifying purchase of cases of water from Texas Beer CO LLC in the amount of \$5,512.82, to support the operations of the Williamson County Emergency Services Operations Center during the February 2021 Winter Storm, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).
- 19.** Discuss, consider and take appropriate action on approving the Master Service Agreement between 5-F Mechanical and Williamson County for HVAC and Plumbing Maintenance services, pursuant to Buyboard Co-Operative Contract #638-21 and authorizing the execution of the agreement.
- 20.** Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Jail Lock Repairs, Preventative Maintenance, and Installation Services under, RFP T3711.
- 21.** Discuss, consider, and take appropriate action on accepting and approving a report on the Williamson County North Campus Facilities Project (P324) Vaughn Construction Change Order #75 in the amount of (\$87,629.44.) This is a deductive change order crediting the owner.
- 22.** Discuss, consider and take appropriate action on approving a report on the Williamson County Justice Center ADA Crosswalk Work Authorization #6 with Reliance Architecture, LLC, in the amount of \$23,410 to expire on October 5, 2021. This project will be funded under 100.1009.4509.
- 23.** Discuss, consider and take appropriate action on Work Authorization No 6 in the amount of \$73,953.00 to expire on August 31, 2021 under Williamson County Contract for Surveying Services between Surveying And Mapping LLC and Williamson County dated May 19, 2020 for Design Survey & ROW delineation within Durham Park Subdivision Phase III. Funding source: P498.

24. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 11 under Williamson County Contract between Rifeline, LLC and Williamson County dated March 26, 2019 for Public Involvement Corridor F. Funding source: 01.0200.0210.004100.
25. Discuss, consider and take appropriate action on awarding IFB #T2910 County Road Seal Coat FY 21 Improvements to CK Newberry, LLC in an amount not to exceed \$849,561.96 and authorizing execution of the agreement.
26. Discuss, consider and take appropriate action on awarding IFB #T3171 Corrugated Metal Piping to the lowest responsive bidder Contech Engineering Solutions LLC.
27. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 4 under Williamson County Contract between M&S Engineering LLC and Williamson County dated March 24, 2020 for Engineering Design Services for Phase 1 of Street and Drainage Improvements within the Durham Park Subdivision. Funding source: P498.
28. Discuss, consider and take appropriate action on a Correction Warranty Deed relating to a prior approved and executed real estate contract between Williamson County and the City of Liberty Hill for the purchase of Lots 4, 5 and 6, inclusive, Block 7 of Smith's Addition, also known as Amanda E. Smith's Addition to the City of Liberty Hill, Williamson County, Texas; Lots 1, Lots 2, 3 and 4, inclusive, Block 14 of Smith's Addition, also known as Amanda E. Smith's Addition to the City of Liberty Hill, Williamson County, Texas; Lots 5, 6, 7 and 8, inclusive, Block 14 of Smith's Addition, also known as Amanda E. Smith's Addition to the City of Liberty Hill, Williamson County, Texas; and Lots 3, 4, 5 and 6, inclusive, Block 25 of Smith's Addition, also known as Amanda E. Smith's Addition to the City of Liberty Hill, Williamson County, Texas.

## **REGULAR AGENDA**

29. Discuss, consider, and take appropriate action on a proclamation designating April 2021 as National Donate Life Month in Williamson County.
30. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Plan Act of 2021 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 American Rescue Plan funding, as well as possible future funding and allocation plans in relation to CARES Act and American Rescue Plan funds.

- 31.** 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.
- 32.** Discuss, consider and take appropriate action on an engagement agreement with The Law Office Of Randy Leavitt relating to the representation of Williamson County; the members of the Williamson County Commissioners Court; Williamson County Sheriff's Office; and Lt. James David as well as any other named Williamson County employee(s) or official(s) that the Williamson County Commissioners Court deems (1) that payment of legal fees of such employee(s) or official(s) serve a public interest and not merely the employee's private interest and (2) that the officer(s) or employee(s) committed the alleged action or omission forming the basis of the suit while acting in good faith within the scope of his or her official duties in Case: 21 Civ. 21-275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office, Austin Police Department, Lieutenant James David, and Does 1 Through 10, inclusive, in the United States District Court for the Western District of Texas; and provide representation on other potential litigation matters as assigned by the Williamson County Commissioners Court through its General Counsel; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).
- 33.** Discuss, consider and take appropriate action on approving a new concept to provide departments with long term staffing support while current employees are on approved leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- 34.** Discuss, consider and take appropriate action on instructing Human Resources to move forward with reestablishing the Williamson County Employee of the Year Awards Program and creating a selection committee.
- 35.** Discuss, consider and take any appropriate action regarding ratifying termination and notice letter of termination of Master Service Agreement for GuideSpark Benefits Guide and related services with GuideSpark, Inc. for the Williamson County Human Resources Department.
- 36.** Discuss, consider, and take appropriate action on awarding RFP #2590 Web Based Enrollment System for the Employee Benefits Enrollment System to BenefitFocus.com for \$160,629.60 and authorizing the execution of the agreement.
- 37.** Discuss, consider and take appropriate action on authorizing the Parks Department to partner with the United States Department of Agriculture (USDA) - Animal and Plant Health Inspection Service (APHIS) Wildlife Services Program for assistance in the removal of nuisance wildlife at several Park locations.

38. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Brycomm, LLC to provide and install cabling in the amount of \$125,243.79 per the terms of DIR Cooperative Contract #DIR-TSO-3698 and authorizing execution of the agreement. Funding Source is P537.
39. Receive updates on the Department of Infrastructure projects and issues.
40. Discuss, consider and take appropriate action regarding prioritization of potential congressional earmark projects.
41. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of \$-15,000.00 for Southeast Loop Phase 1 Demolition (HCS, Inc. Commercial General Contractor), a Road Bond project in Commissioner Pct. 4. P: 463  
Funding Source: Road Bond
42. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of \$28,476.86 for Corridor H/Sam Bass Interim Signals (Austin Traffic Signal), a LTP Corridor project in Commissioner Pct. 1. P: 462 Funding Source: LTP Corridor
43. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the Liberty Hill Bypass project, a Road Bond Project in Commissioner Pct. 2.
44. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigations on the Southwest Bypass Extension Project, a Road Bond Project in Commissioner Pct 3.
45. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.294 acres) required for the construction of SH 29 @ DB Wood, and take appropriate action. (C.L. Thomas Holdings, LLC, a Texas limited liability company, as surviving successor by merger with Speedy Stop Food Stores, LLC, successor by merger with Speedy Stop Food Stores, Ltd./ Parcel 2)
46. Discuss, consider and take appropriate action on a Right of Entry Agreement with Raymond E. Naivar and Diane E. Naivar related to the SE Loop project (Parcel 72).
47. Discuss, consider and take appropriate action on a real estate contract with Kyle R. Humphries and Debra R. Spellings for right of way needed on the CR 366 project (Parcel 8 and 8.1). Funding Source: Road Bonds P296

#### **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)."***

48. 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

- 49.** 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 Solo
  - o) Project Stamp
- 50.** 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) Claim of Regina Wright.
  - j) 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.
  - k) 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.

- l) 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.
- m) 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.
- n) 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.
- o) 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.
- p) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
- q) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
- r) Claim, of Ramsey Mitchell.
- s) Legal matters pertaining to TENEX Software Solutions, Inc.
- t) 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.
- u) Shamona Harris - EEOC Charge #451-2021-00812.
- v) 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.
- w) Notice of Charge of Discrimination - *Bhavani Madiseti-Vemireddy TWCCRD* Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.
- x) 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.
- y) Cause No. D-1-Gn-21-000215; *Mohammad Mahmood v. Williamson County Constable Office*; In the 353rd Judicial District of Travis County, Texas.
- z) Civil Action No. 1:21-cv-00275; *Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.*; In the United States District Court for the Western District Of Texas, Austin Division.
- aa) Cause No. 20-1964-C395; *Robert Chody v. Michael Gleason*, In the 395th Judicial District Court of Williamson County, Texas
- bb) Legal matters relating to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

- 51. 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)

- 52. Discuss and take appropriate action concerning economic development.
- 53. Discuss and take appropriate action concerning real estate.

54. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
  - b) Status Update-Pending Cases or Claims;
  - c) Employee/personnel related matters
  - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
  - e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
  - 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) Claim of Regina Wright.
  - j) 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.
  - k) 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.
  - l) 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.
  - m) 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.
  - n) 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.
  - o) 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.
  - p) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
  - q) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
  - r) Claim, of Ramsey Mitchell.
  - s) Legal matters pertaining to TENEX Software Solutions, Inc.
  - t) 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.
  - u) Shamona Harris - EEOC Charge #451-2021-00812.
  - v) 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.
  - w) Notice of Charge of Discrimination - Bhavani Madiseti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.
  - x) 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.

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

z) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.

aa) Cause No. 20-1964-C395; Robert Chody v. Michael Gleason, In the 395th Judicial District Court of Williamson County, Texas

bb) Legal matters relating to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

- 55.** Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.
- 56.** Comments from Commissioners.

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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 1st day of April 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:** 04/06/2021

Line Item Transfer

**Submitted For:** D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the County Attorney's Office.

**Background**

This line item transfer from CA Legislative dollars is requested to purchase 2 department rifles that will be kept in the County Attorney's office and stored in the current gun lockers already in place in the office.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100.0475.004902	Co Atty Leg Supp	\$3,396.40
To	0100.0475.003008	Law Enforcement Equipment	\$3,396.40

**Attachments***No file(s) attached.***Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Andrea Schiele	03/30/2021 08:32 AM
Budget Office	Ashlie Koenig	03/30/2021 08:38 AM
Form Started By: Stephanie Lloyd		Started On: 03/29/2021 07:45 PM
Final Approval Date: 03/30/2021		

**Commissioners Court - Regular Session****5.****Meeting Date:** 04/06/2021

LIT for the Road and Bridge Division

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
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 to continue General Engineering Consultant support on Road and Bridge Division projects CR 201 and CR 255/289 (P499 and P546).

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0200-0210-003550	Asphalt	125000.00
To	0200-0210-004100	Professional Services	125000.00

**Attachments***No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.  
Infrastructure Department (Originator)  
County Judge Exec Asst.  
Budget Office  
Infrastructure Department (Originator)  
Form Started By: Vicky Edwards  
Final Approval Date: 03/30/2021

**Reviewed By**

Andrea Schiele  
Vicky Edwards  
Andrea Schiele  
Ashlie Koenig  
Vicky Edwards

**Date**

03/30/2021 03:33 PM  
03/30/2021 03:38 PM  
03/30/2021 03:41 PM  
03/30/2021 04:09 PM  
03/30/2021 05:07 PM  
Started On: 03/30/2021 03:01 PM

**Commissioners Court - Regular Session****6.****Meeting Date:** 04/06/2021

Road &amp; Bridge Transfer

**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer to create P394 (CR 307 Widening at Jarrell School) for the Road & Bridge Division.

**Background**

This transfer is necessary to create P394, a road widening for turning lanes on CR 307 at Jarrell School.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0200-0210-003599	Road Contr/Maint	\$260,000
To	0200-0210-000777	Transfer to Capital Projects	\$260,000

**Attachments***No file(s) attached.***Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Andrea Schiele	03/31/2021 03:12 PM
Budget Office	Sarah Crain	04/01/2021 09:55 AM
Form Started By: Tomika Lynce		Started On: 03/31/2021 12:16 PM
Final Approval Date: 04/01/2021		

**Commissioners Court - Regular Session**

**7.**

**Meeting Date:** 04/06/2021

Property Tax Refunds – Over 2500 – Thru 03/31/2021

**Submitted For:** Larry Gaddes

**Submitted By:** Renee Clark, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 03/31/2021 for the Williamson County Tax Assessor/Collector.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

032621-033121 Refunds Over 2500

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 03/31/2021

**Reviewed By**

Andrea Schiele

**Date**

03/31/2021 03:16 PM

Started On: 03/31/2021 02:12 PM



Date: March 31, 2021

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

Larry Gaddes PCAC, C T A  
Tax Assessor/Collector

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

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

Thank you.

Main Office and Mailing Address:

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

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

Annex Locations:

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

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

2:06 PM  
03/31/21

**Property Tax**  
**Account QuickReport**  
As of March 31, 2021

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>Refunds Payable - Taxpayers</b>					
Check	03/29/2021	79710	PHH MORTGAGE	R058941 - Erroneous payment	-2,730.13
Total Refunds Payable - Taxpayers					-2,730.13
<b>TOTAL</b>					<b>-2,730.13</b>

**Commissioners Court - Regular Session**

**8.**

**Meeting Date:** 04/06/2021

Assets for Auction Monthly Report 3.31.21

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 03/01/2021 through 03/31/2021.

**Background**

Please see the attached list for details.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

**Attachments**

Assets for Auction Monthly Report 3.31.21

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 03/31/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

03/31/2021 04:35 PM

03/31/2021 04:43 PM

Started On: 03/15/2021 01:05 PM

Plantronics DuoPro H171N headset	Unreadable	1	911 Communications
Plantronics Encorepro 710 Headset	0RXXKJP, 18DEY2	2	911 Communications
Plantronics HW251 Headset	00KY5C	1	911 Communications
Lenovo Thinkcenter M710Q	See List	4	911 Communications
HP Pavilion Mini Desktop	See List	4	911 Communications
HP Pavilion 23 All in One	5CM41209DM	1	911 Communications
HP Pavilion 25XI	see List	4	911 Communications
Lenovo ThinkVision E24-10	see List	4	911 Communications
Lenovo Thinkvision E24-10	61B7JAR6WWV90438TO	1	911 Communications
HP Business slim Keyboard and Mouse Combo		4	911 Communications
Lenovo SD50L79983 Keyboard	see List	4	911 Communications
DVI-D Display Cable		45	911 Communications
Displayport to DVI-D Adapter		12	911 Communications
Mini Displayport to DVI-D Adapter, Vistiontek		34	911 Communications
Apple iPad 2 16GB	see list	8	911 Communications
Crestron Idoc-Pad2-DSC-B-S	10834579, 9853825, 9789713	3	911 Communications
Crestron Idoc-Pad2-DSC-B-S	9853816	1	911 Communications
6 drawer lateral cabinet		2	Constable 1
4 drawer legal file cabinet		1	Constable 1
small bookshelf	unk	1	Constable 1
6 Drawer Lateral Cabinet (Black)		1	Constable 1
5 Drawer Lateral Cabinet (Cream)		2	Constable 1
Stalker STR Handheld radar w/case and charger		1	Constable 1
Watchguard Body Camera	63922, 63923, 86231	3	Constable 1
Watchguard body camera	WG102776	1	Constable 1
Watchguard body camera	WG112161	1	Constable 1
Watchguard Body camera	WG112162	1	Constable 1
Watchguard body camera	WG 113060	1	Constable 1
Leather Police Duty Gear Aprox 30 pieces		30	Constable 1
Security Camera DVR Mode SYRF04-KIT2	2.01106E+11	1	Constable 1
Security Cameras w/Cables		4	Constable 1
Panasonic Docking Station Model No.CF-VEB272A	CF-VEB272A2W	1	Constable 1
Havis CF 31 Car Dock	26546-0105	1	Constable 1
Verizon Hot Spot		1	Constable 1
Verizon 4 G Hot spot		2	Constable 1
Garmin Nuvi GPS	1Q6527341	1	Constable 1
Watchgard body camera	vhc2-010337	1	Constable 1
watchguard body camera	VHC2-011814	1	Constable 1
watchguard body camera	vhc2-011814	1	Constable 1
vivitar digital camera	bp090002685	1	Constable 1
insignia digital camera	10e18acby10500	1	Constable 1
Panasonic Toughbook CF-31	846	1	Constable 1
Panasonic Toughbook CF-31	9134	1	Constable 1
HP Deskjet	CN5891Z2ZK	1	Constable 1
HP Photosmart C7280	MY85A2254W	1	Constable 1
HP Laser Jet 600 M602	CNCCG214M	1	Constable 1
HP printer tray	CNC23SO754	1	Constable 1
Dell Optiplex 780	868n6m1	1	Constable 1
Dell Optiplex 790	5KXDXV1	1	Constable 1
Dell Optiplex 7010 W/Dell dual speakers	FJQQL02	1	Constable 2
Dell Flat Panel Monitor 22"	1FNBPG2	1	Constable 2
Dell Flat Panel Monitor 17"	CN-06JX4Y-64180-435-09YM	1	Constable 2

COMPTR Computer Desk-Metal Gray/Black in color		1	Constable 2
Dell laptop latitude E6530	79FFJX1	1	Emergency Med Serv
Dell laptop latitude E6530	9H32J02	1	Emergency Med Serv
HP laptop F7V54UT#ABA	5CB4092QW2	1	Emergency Med Serv
HP laptop F7V54UT#ABA	5CB4092RBR	1	Emergency Med Serv
Monitor Stand Dual Screen		1	Emergency Med Serv
Dell Monitor Stand Dual		1	Emergency Med Serv
Apple Power Supply	C02498	1	Emergency Med Serv
Dell Monitor MX0C9536-46634-78M-4WWL		1	Emergency Med Serv
ASUS Monitor C4LMTF08826		1	Emergency Med Serv
Motorola Minitor VI Pager		1	Emergency Med Serv
Panasonic CF-54 CF-54C3574CM	6ATSA37918	1	Emergency Med Serv
Panasonic CF-54 CF-54C35774CM	6ATSA37966	1	Emergency Med Serv
Panasonic CF-54 CF-54C3574CM	6ATSA37902	1	Emergency Med Serv
Panasonic CF-54 CF-54C3574CM	6ATSA38050	1	Emergency Med Serv
Panasonic Toughbook 6IKSA13788	Wilco ID 1189	1	Emergency Med Serv
Panasonic Toughbook 6IKSA13786	Wilco ID 8817	1	Emergency Med Serv
Panasonic Toughbook 6IKSA13786	Wilco ID 5144	1	Emergency Med Serv
Panasonic CF-53 CF53SUM28LM	4FTYA12089	1	Emergency Med Serv
Motorola Minitor V Pager		5	Emergency Med Serv
Dell Hard Drive D07S	Wilco ID 3565	1	Emergency Med Serv
Panasonic Toughbook 6IKSA13785	Wilco ID 2550	1	Emergency Med Serv
Panasonic Toughbook 6IKSA13782	Wilco ID 8637	1	Emergency Med Serv
Panasonic ToughBook 6IKSA13790	Wilco ID 1187	1	Emergency Med Serv
Panasonic Toughbook 6IKSA13789	Wilco ID 2546	1	Emergency Med Serv
2021 Defective Safe		1	Emergency Serv Dept
Container, Miscellaneous Shop Tools		1	Fleet Services
One Man Decontamination Tent		18	HazMat
Two person Decontamination Tent		3	HazMat
Four person Decontamination Shower		3	HazMat
Water Heter for Mass Decontamination		1	HazMat
Emergency Eye Wash Station		2	HazMat
Brother Fax Machine	U61325AN359371	1	Sheriff's Office
Meat Slicer		1	Sheriff's Office
Large mixing bowls		2	Sheriff's Office
Serving Pans		23	Sheriff's Office
Girney		1	Sheriff's Office
Medical oven		1	Sheriff's Office
Office Chairs		2	Sheriff's Office
Filing cabinets		48	Sheriff's Office
Weight racks w/weights		2	Sheriff's Office
Servers		10	Sheriff's Office
Dental chair		1	Sheriff's Office
Wheelchair		1	Sheriff's Office
Oxygen carts		2	Sheriff's Office
Medical cart		1	Sheriff's Office
Medical oven		1	Sheriff's Office
Metal bunk		1	Sheriff's Office
Large yellow trash can		1	Sheriff's Office
metal work benches		3	Sheriff's Office
Assorted desks		25	Sheriff's Office
Shredder		2	Sheriff's Office

# Asset Status Change

Title:	Ashlie Holladay,2021-03-19T15:46:33Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Latitude E7470
1. Manufacturer ID #:	8S58TC2
1. Oracle Asset #:	174567
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Latitude 7285 2-in-1
2. Manufacturer ID #:	983RMH2
2. Oracle Asset #:	200691
2. Condition of Assets:	Non-Working
Transferring Dept.:	Budget Office
Transferring Department Contact Person	Ashlie Holladay
Transferring Dept. Contact Ph#:	Budget Office
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✔ Ashlie Holladay 3/19/2021 10:46 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/6/2021
Agenda Item:	26218

**Asset Status Change**

# Asset Status Change

Title:	Patrick Youngren,2021-03-19T17:13:38Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Apple iPad 4G Asset no. 93253
1. Manufacturer ID #:	SDMPN716QF18P
1. Oracle Asset #:	93253
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory):::	1
2. Description:	Apple iPad 4g Asset no. 93252
2. Manufacturer ID #:	SDMPN70F6F18P
2. Oracle Asset #:	93252
2. Condition of Assets:	Working
Transferring Dept.:	Constables 1
Transferring Department Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	Constables 1
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✔ Patrick Youngren 3/19/2021 12:13 PM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/6/2021
Agenda Item:	26218

**Asset Status Change**

# Asset Status Change

Title:	Patrick Youngren,2021-03-19T17:06:58Z
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	ABA BODY ARMOR. 1 SET TWO PANELS - EXPIRED
1. Manufacturer ID #:	FT/BK 20379386/20379385
1. Oracle Asset #:	NOT FOUND
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	ABA BODY ARMOR. 1 SET TWO PANELS - EXPIRED
2. Manufacturer ID #:	FT/BK 12159898/ 12159896
2. Oracle Asset #:	NOT FOUND
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	ABA BODY ARMOR. SINGLE PANEL
3. Manufacturer ID #:	0207130 A
3. Oracle Asset #:	NOT FOUND
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
5. Quantity (Mandatory):	1
Transferring Dept.:	Constables 1
Transferring Department Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	Constables 1
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✔ Patrick Youngren 3/19/2021 12:06 PM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	4/6/2021
Agenda Item:	26219

## Asset Status Change

# Asset Status Change

Title:	William Beechinor,2021-02-26T23:21:46Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Office Desk Chair, grey leather, wingback, swivel, casters
1. Manufacturer ID #:	Planto Furniture Mfg. Model 745
1. Condition of Assets:	Working
2. Description:	Office Desk Chair, Black, swivel with casters
Transferring Dept.:	Constables 2
Transferring Department Contact Person	William Beechinor
Transferring Dept. Contact Ph Nbr:	Constables 2
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ William Beechinor 2/26/2021 5:21 PM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/6/2021

**Asset Status Change**

# Asset Status Change

Title:	William Beechinor,2021-03-08T18:53:56Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Canon Sheet Fed Scanner, Model DR6010C
1. Manufacturer ID #:	S/N FB333030 / Wilco Asset # 4726
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Fujitsu Sheet Fed Scanner, Model fi-6140Z
2. Manufacturer ID #:	S/N 605764 / Wilco Asset # 4846
2. Oracle Asset #:	65706
2. Condition of Assets:	Working
Transferring Dept.:	Constables 2
Transferring Department Contact Person	William Beechinor
Transferring Dept. Contact Ph#:	Constables 2
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✔ William Beechinor 3/8/2021 12:53 PM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/6/2021
Agenda Item:	26218
Asset(s) delivered to warehouse on:	3/15/2021
Delivered to warehouse by:	Joshua Henderson

**Asset Status Change**

# Asset Status Change

Title:	Brian Olson,2021-03-18T21:27:45Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell monitor
1. Manufacturer ID #:	2GQ1QG2, F22CPG2
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7040
2. Manufacturer ID #:	8JS9ZG2
2. Oracle Asset #:	178573
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	HP LASERJET PRINTERS
3. Manufacturer ID #:	CNGJD67721, JPBC9DF106
3. Oracle Asset #:	N/A, 54011
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	PANASONIC CF-VEB272A DOCKING STATION
4. Manufacturer ID #:	T0787W
4. Oracle Asset #:	N/A
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	EPSON EX7210, DELL 2300MP PROJECTORS
5. Manufacturer ID #	PRVF18018L, 4B1Z751
5. Oracle Asset #	N/A
5. Condition of Assets	Working
Transferring Dept.:	Constables 4
Transferring Department Contact Person	Brian Olson
Transferring Dept. Contact Ph#:	Constables 4

**Asset Status Change**

# Asset Status Change

Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Brian Olson 3/18/2021 4:27 PM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/6/2021
Agenda Item:	26218

**Asset Status Change**

# Asset Status Change

Title:	Brian Olson,2021-03-18T21:01:36Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	12
1. Description:	Office chairs
1. Manufacturer ID #:	None
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Brown desk
2. Manufacturer ID #:	None
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Round table
3. Manufacturer ID #:	None
3. Condition of Assets:	Working
Transferring Dept.:	Constables 4
Transferring Department Contact Person	Brian Olson
Transferring Dept. Contact Ph#:	Constables 4
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✔ Brian Olson 3/18/2021 4:01 PM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/6/2021
Agenda Item:	26218

**Asset Status Change**

# Asset Status Change

Title:	i:0#.f membership mickey.chance@wilco.org - 09-02-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell Keyboard
1. Manufacturer ID #:	REV A00
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Logitech keyboard
2. Manufacturer ID #:	k330
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	4
3. Description:	Logitech keyboard
3. Manufacturer ID #:	MK700/mk710
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	logitech keyboard
4. Manufacturer ID #:	MX3200
4. Condition of Assets:	Unknown
Transferring Dept.:	Constables 1
Transferring Department Contact Person	Mickey Chance
Transferring Dept. Contact Ph Nbr:	512-244-8653
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✔ Mickey Chance 2/22/2021 9:56 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/6/2021
Asset(s) delivered to warehouse on:	2/24/2021
Delivered to warehouse by:	Joshua Henderson

**Asset Status Change**

# Asset Status Change

Title:	i:0#.f membership mickey.chance@wilco.org - 09-02-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor
1. Manufacturer ID #:	CN-0G8TVH
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Monitor
2. Manufacturer ID #:	CN-0CC280-701618-711-ADEZ
2. Condition of Assets:	Unknown
Transferring Dept.:	Constables 1
Transferring Department Contact Person	Mickey Chance
Transferring Dept. Contact Ph Nbr:	512-244-8653
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Mickey Chance 2/22/2021 9:57 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/6/2021
Asset(s) delivered to warehouse on:	2/24/2021
Delivered to warehouse by:	Joshua Henderson

**Asset Status Change**

# Asset Status Change

Title:	i:0#.f[membership mickey.chance@wilco.org - 09-02-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Fujitsu scanner
1. Manufacturer ID #:	609857/ tag 1340
1. Oracle Asset #:	76182
1. Condition of Assets:	Non-Working
Transferring Dept.:	Constables 1
Transferring Department Contact Person	Mickey Chance
Transferring Dept. Contact Ph Nbr:	512-244-8653
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Mickey Chance 2/22/2021 9:56 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/6/2021
Asset(s) delivered to warehouse on:	2/24/2021
Delivered to warehouse by:	Joshua Henderson

**Asset Status Change**

# Asset Status Change

Title:	Jerry Michalek,2021-02-24T20:06:55Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Small refrigerator
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Filling Cabinet (1-4 drawer 1-5 drawer
2. Condition of Assets:	Working
3. Quantity (Mandatory):	3
3. Description:	Small filling cabinets
3. Condition of Assets:	Working
4. Quantity (Mandatory):	10
4. Description:	Election equipment bags
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Cubicle partiton
5. Condition of Assets	Working
Transferring Dept.:	Elections
Transferring Department Contact Person	Jerry Michalek
Transferring Dept. Contact Ph Nbr:	Elections
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Jenifer Favreau 2/25/2021 9:02 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/6/2021

**Asset Status Change**

# Asset Status Change

Title:	Joe Salazar,2021-03-03T19:59:52Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HUNTER SPIN BALANCER SET
1. Manufacturer ID #:	37S95W411
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	CRAFTMAN UPPER BOX AND LOWER TOOL CART
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	TOOL CART
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	LINCOLN 10 TON JACK
4. Manufacturer ID #:	0562828379
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	QSP, SHOP VAC 6.0 MODEL #QPL60
5. Condition of Assets	Unknown
Transferring Dept.:	Fleet Services
Transferring Department Contact Person	Ed Pospisil
Transferring Dept. Contact Ph Nbr:	Fleet Services
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Ed Pospisil 3/3/2021 3:26 PM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/6/2021

**Asset Status Change**

# Asset Status Change

Title:	Joe Salazar,2021-03-03T20:14:25Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	ATD 10 TON PORTABLE HYDRAULIC RAM SET #ATD-5810
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	OTC 25 TON BOTTLE JACK
2. Manufacturer ID #:	WILCO #486222
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	TEQ CREEPER SEAT 96001PV
3. Condition of Assets:	Non-Working
Transferring Dept.:	Fleet Services
Transferring Department Contact Person	Ed Pospisil
Transferring Dept. Contact Ph Nbr:	Fleet Services
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Ed Pospisil 3/3/2021 3:28 PM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/6/2021

**Asset Status Change**

# Asset Status Change

Title:	Joe Salazar,2021-03-08T14:19:14Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	LINCOLN, BUMPER LIFT JACK 11,000 LB
1. Manufacturer ID #:	3327
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	MANUAL BEAD BREAKER
2. Manufacturer ID #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	OTC, DIFFERENTIAL STAND 1250LBS, PN1721
3. Manufacturer ID #:	0505W00047
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	LINCOLN, BUMPER LIFT JACK, 1 1/2 TON
4. Manufacturer ID #:	3326
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	OTC,ENGINE STAND 1000LB
5. Manufacturer ID #	1726
5. Condition of Assets	Working
Transferring Dept.:	Fleet Services
Transferring Department Contact Person	Ed Pospisil
Transferring Dept. Contact Ph Nbr:	Fleet Services
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✔ Ed Pospisil 3/8/2021 8:49 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction

## Asset Status Change

# Asset Status Change

Court Date:

4/6/2021

**Asset Status Change**

# Asset Status Change

Title:	Joe Salazar,2021-03-08T14:21:49Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	LINCOLN, BUMPER LIFT JACK 11,000 LB
1. Manufacturer ID #:	3327
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	MANUAL BEAD BREAKER
2. Manufacturer ID #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	OTC, DIFFERENTIAL STAND 1250LBS #1721
3. Manufacturer ID #:	0505W00047
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	LINCOLN, BUMPER LIFT 1 1/2 TON
4. Manufacturer ID #:	3326
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	OTC,ENGINE STAND 1000LB
5. Manufacturer ID #	1726
5. Condition of Assets	Working
Transferring Dept.:	Fleet Services
Transferring Department Contact Person	Ed Pospisil
Transferring Dept. Contact Ph Nbr:	Fleet Services
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✘
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction

## Asset Status Change

# Asset Status Change

Court Date:

4/6/2021

**Asset Status Change**

# Asset Status Change

Title:	Evelyn Petrere,2021-03-17T17:33:28Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell Latitude Laptop E6520
1. Manufacturer ID #:	G5D55R1, 22D55R1
1. Oracle Asset #:	57164, 57163
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Dell Latitude Laptop E7420
2. Manufacturer ID #:	D729462, 5929462
2. Oracle Asset #:	145311, 145307
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude Laptop E7520
3. Manufacturer ID #:	3QH2PF2
3. Oracle Asset #:	175580
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude Laptop E7440
4. Manufacturer ID #:	B99CY21
4. Oracle Asset #:	CANNOT LOCATE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude Laptop 5580
5. Manufacturer ID #	BNZGGH2
5. Oracle Asset #	200777
5. Condition of Assets	Working
Transferring Dept.:	Human Resources
Transferring Department Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	Human Resources

**Asset Status Change**

# Asset Status Change

Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Rebecca Clemons 3/18/2021 9:21 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/6/2021
Agenda Item:	26218

**Asset Status Change**

# Asset Status Change

Title:	Evelyn Petrere,2021-03-23T16:14:14Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Round Table
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Office Desk
2. Manufacturer ID #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Side table with drawers
3. Manufacturer ID #:	N/A
3. Condition of Assets:	Working
Transferring Dept.:	Human Resources
Transferring Department Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	Human Resources
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Rebecca Clemons 3/23/2021 11:15 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/6/2021
Agenda Item:	26218

**Asset Status Change**

# Asset Status Change

Title:	Evelyn Petrere,2021-03-17T17:36:37Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	HP Laptop 620
1. Manufacturer ID #:	5CG10607SQ, 5CG10607Q6
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Human Resources
Transferring Department Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	Human Resources
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Rebecca Clemons 3/18/2021 9:22 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/6/2021
Agenda Item:	26218

**Asset Status Change**

# Asset Status Change

Title:	Evelyn Petrere,2021-03-23T16:10:10Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Trapezoid Table
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	Office Chair
2. Manufacturer ID #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Wooden Desk with 5 Drawers
3. Manufacturer ID #:	N/A
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Wooden Table
4. Manufacturer ID #:	N/A
4. Condition of Assets:	Working
Transferring Dept.:	Human Resources
Transferring Department Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	Human Resources
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✔ Rebecca Clemons 3/23/2021 11:12 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/6/2021
Agenda Item:	26218

## Asset Status Change

# Asset Status Change

Title:	i:0#.f membership dwhite@wilco.org - 09-02-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP deskjet printer 4700N
1. Manufacturer ID #:	county tag #4664
1. Oracle Asset #:	43729
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	magnavox TV
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Sharp TV
3. Condition of Assets:	Working
4. Quantity (Mandatory):	24
4. Description:	computer monitors
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	HP colorjet scanner CM2320NLP
5. Condition of Assets	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Danielle White
Transferring Dept. Contact Ph Nbr:	512 943-1324
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✔ Pat Erickson 2/9/2021 12:28 PM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/6/2021

**Asset Status Change**

# Asset Status Change

Title:	Craig Gripentrog,2021-03-03T12:31:25Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Blue Chair
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	5
2. Description:	Cubical Dividers
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Wood Blue chair
3. Manufacturer ID #:	A102811
3. Condition of Assets:	Working
4. Quantity (Mandatory):	7
4. Description:	Metal Folding Chair
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	rug
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Craig Gripentrog
Transferring Dept. Contact Ph Nbr:	Sheriff's Office
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✔ Pat Erickson 3/3/2021 7:52 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/6/2021

**Asset Status Change**

# Asset Status Change

Title:	Chris Pisa,2021-03-05T19:57:41Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	Dell Wired Keyyboard
1. Manufacturer ID #:	NO SN
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	3
2. Description:	Dell Wireless Keyboard (NO USB)
2. Manufacturer ID #:	NO SN
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	2
3. Description:	Logitech Wireless Keyboard (NO USB)
3. Manufacturer ID #:	NO SN
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	4
4. Description:	Dell Wired Mouse
4. Manufacturer ID #:	NO SN
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Wireless Mouse ( NO USB)
5. Manufacturer ID #	NO SN
5. Condition of Assets	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Jorian Guinn
Transferring Dept. Contact Ph Nbr:	Sheriff's Office
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Mike Gleason 3/5/2021 2:40 PM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction

**Asset Status Change**

# Asset Status Change

Court Date:

4/6/2021

**Asset Status Change**

# Asset Status Change

Title:	Virginia Johnson,2021-03-11T16:57:39Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	KI - Black Metal Cabinet - 3 Drawers & 1 storage space
1. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Virginia Johnson
Transferring Dept. Contact Ph Nbr:	Sheriff's Office
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Pat Erickson 3/11/2021 11:11 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/6/2021

**Asset Status Change**

# Asset Status Change

Title:	Mary Johnson,2021-03-22T16:07:09Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Grey office chairs
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Wood mailbox
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	55 gallon grey trash can
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Laptop docking station
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	DVD Multi drive pack
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✘
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/6/2021
Agenda Item:	26218

## Asset Status Change

# Asset Status Change

Title:	Craig Gripentrog,2021-03-03T12:28:12Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	end table
1. Manufacturer ID #:	A100693
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	desk
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Bookshelf
3. Manufacturer ID #:	A106605
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	gray chairs
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Blk/Gry Chair
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Craig Gripentrog
Transferring Dept. Contact Ph Nbr:	Sheriff's Office
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Pat Erickson 3/3/2021 7:42 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/6/2021

**Asset Status Change**

# Asset Status Change

Title:	Chris Pisa,2021-03-05T19:53:04Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex Desktop
1. Manufacturer ID #:	933S9P1 (WCSO #8135)
1. Oracle Asset #:	55866
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Hitachi Projector CP-x345
2. Manufacturer ID #:	G5A003763
2. Oracle Asset #:	confirm with SO
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Canon Printer DR-6010C
3. Manufacturer ID #:	FB313159
3. Oracle Asset #:	57142
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	5
4. Description:	Dell Docking Stations
4. Manufacturer ID #:	NO SN
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Cisco Office Phone CD-8811
5. Manufacturer ID #	FCH2107E7CB
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Jorian Guinn
Transferring Dept. Contact Ph Nbr:	Sheriff's Office
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Mike Gleason 3/5/2021 2:42 PM
Transferring Dept. - Elected Official/Dept.	✗

**Asset Status Change**

# Asset Status Change

Head/Auth Staff Signature.:	
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/6/2021

# Asset Status Change

Title:	Virginia Johnson,2021-03-11T17:29:00Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Cabinet top - PolyBak by Richwood
1. Manufacturer ID #:	874069 CO434783 2-S7TP
1. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Virginia Johnson
Transferring Dept. Contact Ph Nbr:	Sheriff's Office
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Pat Erickson 3/11/2021 11:51 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/6/2021

**Asset Status Change**

# Asset Status Change

Title:	Mary Johnson,2021-03-22T16:21:57Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Hard drives
1. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Ken Evans 3/22/2021 12:14 PM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/6/2021
Agenda Item:	26218

**Asset Status Change**

# Asset Status Change

Title:	Chris Pisa,2021-03-05T19:32:54Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor 190FP
1. Manufacturer ID #:	CN05Y232716183COB085
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Monitor P170ST
2. Manufacturer ID #:	CN-0C2JMK-74445-9CN-ASQU
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Monitor 1708FPF
3. Manufacturer ID #:	CN-0X876H-72872-8CO-1T4L
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Monitor
4. Manufacturer ID #:	NO SN
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Optiplex
5. Manufacturer ID #	BBJCB02 (WCSO #5784)
5. Oracle Asset #	178563
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Jorian Guinn
Transferring Dept. Contact Ph Nbr:	Sheriff's Office
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Mike Gleason 3/5/2021 2:42 PM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗

## Asset Status Change

# Asset Status Change

Purchasing Final Determination	Auction
Court Date:	4/6/2021

# Asset Status Change

Title:	Mary Johnson,2021-03-22T11:39:32Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor
1. Manufacturer ID #:	1. CN-0W5HWR-74445-34Q-CLES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Monitor
2. Manufacturer ID #:	2. CN-0CC280-71618-677-AE5N
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	APC Monitor
3. Manufacturer ID #:	3. 3B1212X17036
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Optiplex Monitor
4. Manufacturer ID #:	4. BG1BPH1
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Dell Monitor
5. Manufacturer ID #	5. 2T3YR-3D49V-2TFFF-F8D83-7Q26
5. Condition of Assets	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Ken Evans 3/22/2021 10:50 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗

## Asset Status Change

# Asset Status Change

Purchasing Final Determination	Auction
Court Date:	4/6/2021
Agenda Item:	26218

# Asset Status Change

Title:	i:0#.f membership dwhite@wilco.org - 09-02-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell 5330dn printer
1. Manufacturer ID #:	228TNQ1
1. Oracle Asset #:	N/A
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Dell 5330dn printer
2. Manufacturer ID #:	J17OWS1
2. Oracle Asset #:	N/A
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Dell 2150cdn printer
3. Manufacturer ID #:	BC#03556 3F1YGV1
3. Oracle Asset #:	N/A
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Dell C3760dn printer
4. Manufacturer ID #:	BC#08156 BFGZF42
4. Oracle Asset #:	N/A
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	14
5. Description	Asst. Toner cartridges
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Danielle White
Transferring Dept. Contact Ph Nbr:	512 943-1324
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	 Pat Erickson 2/9/2021 12:26 PM
Transferring Dept. - Elected Official/Dept.	

**Asset Status Change**

# Asset Status Change

Head/Auth Staff Signature.:	
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/6/2021

# Asset Status Change

Title:	i:0#.f membership dwhite@wilco.org - 09-02-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	12
1. Description:	Fireking file cabinets
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	Speed queen washing machines
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	speed queen dryer
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Dishwasher(partial)
4. Condition of Assets:	Non-Working
5. Description	Dell printer 5130
5. Manufacturer ID #	county tag#4772
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Danielle White
Transferring Dept. Contact Ph Nbr:	512 943-1324
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✔ Pat Erickson 2/9/2021 12:29 PM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/6/2021

**Asset Status Change**

# Asset Status Change

Title:	Craig Gripentrog,2021-03-03T12:34:40Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Wooden disassembled shelving system
1. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Craig Gripentrog
Transferring Dept. Contact Ph Nbr:	Sheriff's Office
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Pat Erickson 3/3/2021 8:09 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/6/2021

**Asset Status Change**

# Asset Status Change

Title:	Chris Pisa,2021-03-05T20:01:45Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Logitech Keyboard MK320 (NO USB)
1. Manufacturer ID #:	SN
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7040
2. Manufacturer ID #:	3065DD2
2. Oracle Asset #:	159462
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Monitor AX510PA
3. Manufacturer ID #:	CN-0DW711-71623-076-3201
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Monitor 1708FPB
4. Manufacturer ID #:	CN-0FP816-74261-81J-4YGS
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	20
5. Description	Misc Wires and Cables
5. Manufacturer ID #	NO SN
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Jorian Guinn
Transferring Dept. Contact Ph Nbr:	Sheriff's Office
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Mike Gleason 3/5/2021 2:41 PM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗

## Asset Status Change

# Asset Status Change

Purchasing Final Determination	Auction
Court Date:	4/6/2021

# Asset Status Change

Title:	Virginia Johnson,2021-03-11T16:43:31Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Flat Panel Monitor, 1704FPVt, w/mounted arm
1. Manufacturer ID #:	CN-036642-71618-58B-AFBY
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Magnavox DVD Player, MWD7006 w/Remote
2. Manufacturer ID #:	U21716393
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Door Ram - Custom Made
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Brother Pocket - Ticket Writer Printer
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Handheld Radar Holder
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Virginia Johnson
Transferring Dept. Contact Ph Nbr:	Sheriff's Office
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✔ Pat Erickson 3/11/2021 11:12 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/6/2021

## Asset Status Change

# Asset Status Change

Title:	Mary Johnson,2021-03-22T16:04:44Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Fire King Filing Cabinets
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Filing Cabinet
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	5
3. Description:	Wood stands/shelves
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Mondy drop safe
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	10
5. Description	Red office chairs
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✔ Ken Evans 3/22/2021 11:10 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/6/2021
Agenda Item:	26218

## Asset Status Change

**Commissioners Court - Regular Session**

**9.**

**Meeting Date:** 04/06/2021

Assets for Destruction Monthly Report 3.31.21

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 03/01/2021 through 03/31/2021.

**Background**

Please see the attached list for details.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Assets for Destruction 3.31.21

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 03/31/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

03/31/2021 04:35 PM

03/31/2021 04:44 PM

Started On: 03/15/2021 01:06 PM

March 2021

**MONTHLY REPORT**

**Court Date:**

**4/6/2021**

**Williamson County - Assets for Destruction**

**Agenda #:**

**26219**

Item	Serial Number	Quantity	Dept.
Point Blank Balistic Vest Asset No. 157335	SN/160000265787/88	1	Constable 1
Ativa V1411S Paper Shredder	420070036	1	368th District
ABA Balistic Vest Asset No. 159413	SN/20742042/43	1	Constable 1
ABA Balistic Vest Asset No. 62802	SN/N9957982A/983A	1	Constable 1
ABA Balistic Vest Asset No. 56653	SN/11246501/02	1	Constable 1
ABA Balistic Vest Asset NO. 55643	SN/10242855/56	1	Constable 1
ABA Balistic Vest Asset No. 54404	SN/10112363/64	1	Constable 1
Seconchange body armor asset no. 187769	SN/14110691/92	1	Constable 1
ABA Body Armor, 1 set 2 panels - Expired	FT/BK 20379386/ 20379385	1	Constable 1
ABA Body Armor, 1 set 2 panels - Expired	FT/BK 12159898/ 12159896	1	Constable 1
ABA Body Armor, Single Panel	0207130 A	1	Constable 1
All Start Portable Jump Start 12V 660 cold cranking am 1101		1	Constable 2
Black Lobby/Guest Chairs 4.22.2010,Bant434783	PO-21744(NC)	2	Sheriff's Office
Black Office Chair	1009-019243	1	Sheriff's Office
KI-Black Office Chair, PILOT 13.7400	PO#434783	1	Sheriff's Office

# Asset Status Change

Title:	Jennifer Tredemeyer,2021-03-03T21:43:10Z
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Ativa V1411S Paper Shredder
1. Manufacturer ID #:	420070036
1. Condition of Assets:	Non-Working
Transferring Dept.:	368th District
Transferring Department Contact Person	Jennifer Tredemeyer
Transferring Dept. Contact Ph Nbr:	368th District
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Jennifer Tredemeyer 3/3/2021 3:43 PM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	4/6/2021

Asset Status Change

# Asset Status Change

Title:	Patrick Youngren,2021-02-12T17:03:55Z
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	ABA BALISTIC VEST ASSET NO. 62802
1. Manufacturer ID #:	SN/ N9957982A / 983A
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	ABA BALISTIC VEST ASSET NO. 56653
2. Manufacturer ID #:	SN/ 11246501/02
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	ABA BALISTIC VEST ASSET NO. 55643
3. Manufacturer ID #:	SN/ 10242855/56
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	ABA BALSIST VEST ASSET NO/. 54404
4. Manufacturer ID #:	SN/ 10112363 / 64
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	SECONDCHANCE BODY ARMOR ASSET NO 187769
5. Manufacturer ID #	SN/ 14110691/ 92
5. Condition of Assets	Non-Working
Transferring Dept.:	Constables 1
Transferring Department Contact Person	Patrick Youngren
Transferring Dept. Contact Ph Nbr:	Constables 1
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✔ Patrick Youngren 2/12/2021 11:03 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction

**Asset Status Change**

# Asset Status Change

Title:	Patrick Youngren,2021-02-12T17:07:25Z
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	POINT BLANK BALISTIC VEST ASSET NO. 157335
1. Manufacturer ID #:	SN / 160000265787 / 88
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	ABA BALISTIC VEST ASSET NO. 159413
2. Manufacturer ID #:	SN / 20742042 /43
2. Condition of Assets:	Non-Working
Transferring Dept.:	Constables 1
Transferring Department Contact Person	Patrick Youngren
Transferring Dept. Contact Ph Nbr:	Constables 1
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✔ Patrick Youngren 2/12/2021 11:07 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	4/6/2021

**Asset Status Change**

# Asset Status Change

Title:	William Beechinor,2021-03-08T23:11:18Z
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	All Start Portable Jump Start 12 Volt 660 Cold Cranking Amps
1. Manufacturer ID #:	1101
1. Condition of Assets:	Non-Working
Transferring Dept.:	Constables 2
Transferring Department Contact Person	William Beechinor
Transferring Dept. Contact Ph#:	Constables 2
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ William Beechinor 3/8/2021 5:11 PM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	4/6/2021
Agenda Item:	26219

**Asset Status Change**

# Asset Status Change

Title:	Virginia Johnson,2021-03-11T16:32:56Z
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Black Lobby/Guest Chairs, 4.22.2010,Bant/434783
1. Manufacturer ID #:	PA-21744(NC)
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Black Office Chair
2. Manufacturer ID #:	1009-019243
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	KI - Black Office Chair, PILOT 13.7400
3. Manufacturer ID #:	PO#434783
3. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Department Contact Person	Virginia Johnson
Transferring Dept. Contact Ph Nbr:	Sheriff's Office
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✓ Pat Erickson 3/11/2021 10:34 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	4/6/2021

**Asset Status Change**

**Commissioners Court - Regular Session**

**10.**

**Meeting Date:** 04/06/2021

Assets for Transfer Monthly Report 3.31.21

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer for the period of 03/01/2021 through 03/31/2021.

**Background**

Please see the attached list for details.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Assets for Transfer Monthly Report 3.31.21

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 03/31/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

03/31/2021 04:36 PM

03/31/2021 04:45 PM

Started On: 03/15/2021 01:06 PM

April 2021

**MONTHLY REPORT**

**Court Date:**

**4/6/2021**

**Williamson County - Assets for Transfer**

**Agenda #:**

**26220**

Item	Serial Number	Quantity	FROM DEPT.	TO DEPT.
Folding Tables		12	Information Systems	Juvenile Services

# Asset Status Change

Title:	Julie Schultz,2021-03-01T14:42:18Z
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	12
1. Description:	Folding Tables
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Working
Transferring Dept.:	Information Systems
Transferring Department Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	Information Systems
Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 3/1/2021 8:47 AM
Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.:	✘
Receiving Dept.	Juvenile Services
Receiving Dept. - Elected Official/Dept. Head/Auth Staff:	John Pelczar
Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature:	✔ John Pelczar 3/24/2021 3:50 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	4/6/2021
Agenda Item:	26220

**Asset Status Change**

**Commissioners Court - Regular Session**

**11.**

**Meeting Date:** 04/06/2021

V/E Assets for Auction 4.6.21

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2016 Chevrolet Tahoe 2416, pursuant to Tx. Local Gov't Code 263.152.

**Background**

Please see the attached list for details.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

VE Assets for Auction 4.6.21

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 03/31/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

03/31/2021 04:37 PM

03/31/2021 04:45 PM

Started On: 03/15/2021 01:07 PM

# Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC0GR302416
Equipment/Door Number	SB1642
License Plate	1309517
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	104,022 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Pat Erickson 3/8/2021 4:11 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/9/2021 7:33 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 3/8/2021 4:15 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 3/9/2021 9:04 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 3/25/2021 9:57 AM

**Vehicle Status Change**

**Commissioners Court - Regular Session**

**12.**

**Meeting Date:** 04/06/2021

Justice of the Peace 4 February 2021 Monthly Report

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

**Department:** J.P. Pct. #4

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, February 2021 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

JP4 EOM FEB 2021

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Andrea Schiele	03/31/2021 09:04 PM
Form Started By: Veronica Bolander		Started On: 03/31/2021 06:14 PM
Final Approval Date: 03/31/2021		

**IN COMPLIANCE WITH ARTICLE 103  
CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

**I, Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County,  
on my oath, state that the attached report of money collected is a true and  
correct report for the month of February 2021.**

**Signed on this the 31st day of March, 2021.**

  
**STACY HACKENBERG  
JUSTICE OF THE PEACE  
PRECINCT FOUR**



# Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 02/01/2021 - 02/28/2021 Case Categories: All  
 Locations: JP4

Final Totals		Fee Totals	Transaction Totals
<b>Total Payments</b>		<b>14,483.40</b>	<b>14,483.40</b>
<b>Total Adjustments Impacting Payments</b>		<b>0.00</b>	<b>0.00</b>
<b>Final Fee Code Totals</b>		<b>14,483.40</b>	<b>14,483.40</b>
Tender Method Summary			
<b>Tender Types</b>	Certified Payments Credit Card	4,665.90	4,665.90
	Check	701.00	701.00
	E-File Credit Card	7,838.50	7,838.50
	Money Order	1,278.00	1,278.00

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 02/01/2021 - 02/28/2021 Case Categories: All  
 Locations: JP4

G/L Account	G/L Account Number	Fee Totals
<b>0100 - General Fund</b>		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	117.33
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-4-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	31.80
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	3,854.47
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	1,730.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	5.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	5.53
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	2,869.90
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-4-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	740.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	324.83
<b>0100 - General Fund Total:</b>		<b>9,678.86</b>
<b>0361 - JP Security Fund</b>		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	2.55
<b>0361 - JP Security Fund Total:</b>		<b>2.55</b>
<b>0369 - JP-4 Truancy Program Fund</b>		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	3.18
<b>0369 - JP-4 Truancy Program Fund Total:</b>		<b>3.18</b>
<b>0372 - Justice Court Technology Fund</b>		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	2.54
<b>0372 - Justice Court Technology Fund Total:</b>		<b>2.54</b>

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 02/01/2021 - 02/28/2021 Case Categories: All  
 Locations: JP4

G/L Account	G/L Account Number	Fee Totals
<b>0399 - State Agency Fund</b>		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-4-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,480.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	25.44
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	1,438.51
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	2.54
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	3.82
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	66.01
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	682.74
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	1.26
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-4-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	888.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	7.95
<b>0399 - State Agency Fund Total:</b>		<b>4,596.27</b>
<b>JP BOND</b>		
01-0100-0000-207008 - JP4 Bond Liability Account	L-004-4-01-02-00002: JP4 Registry Bond Account Liability	200.00
<b>JP BOND Total:</b>		<b>200.00</b>
<b>Fee Totals for All Funds:</b>		<b>14,483.40</b>

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 02/01/2021 - 02/28/2021 Case Categories: All  
Locations: JP4

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	66.01	14	0.00	0	0.00	0	66.01	14
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	40.00	8	0.00	0	0.00	0	40.00	8
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	1,438.51	24	0.00	0	0.00	0	1,438.51	24
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	40.00	4	0.00	0	0.00	0	40.00	4
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	324.83	24	0.00	0	0.00	0	324.83	24
2020LTF	Local Traffic Fine (TC 542.403)	40.97	15	0.00	0	0.00	0	40.97	15
2020STF	State Traffic Fine (TC 542.4031)	682.74	15	0.00	0	0.00	0	682.74	15
2020TPF	Time Payment Fee CCP 102.030	3.94	1	0.00	0	0.00	0	3.94	1
CB	Cash Bond	200.00	2	0.00	0	0.00	0	200.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	25.44	1	0.00	0	0.00	0	25.44	1
CCOP	Civil Copies	3.50	3	0.00	0	0.00	0	3.50	3
CFINE	County Fine	2,869.90	22	0.00	0	0.00	0	2,869.90	22
CHS	Courthouse Security Fee (CCP 102.017)	1.91	1	0.00	0	0.00	0	1.91	1
CHSJC	JP Security Fee (CCP 102.017)	0.64	1	0.00	0	0.00	0	0.64	1
CJS	Criminal Judicial Support Fee (LGC 103.105)	3.82	1	0.00	0	0.00	0	3.82	1
COLLFEE	Collection Agency Fee	117.33	1	0.00	0	0.00	0	117.33	1
CONT4	Constable Service Fee Pct #4	980.00	10	0.00	0	0.00	0	980.00	10
EFF	Electronic Filing Fee	1,480.00	148	0.00	0	0.00	0	1,480.00	148
IDF	Indigent Defense Fee (LGC 133.107)	1.26	1	0.00	0	0.00	0	1.26	1
ISF	Indigent Legal Services Fee	888.00	148	0.00	0	0.00	0	888.00	148
JCF	Civil Filing Fee	3,700.00	148	0.00	0	0.00	0	3,700.00	148
JCTF	Judicial/Court Training Fee Due to State	740.00	148	0.00	0	0.00	0	740.00	148
JCTF	Justice Court Technology Fee (CCP 102.0173)	2.54	1	0.00	0	0.00	0	2.54	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	2.54	1	0.00	0	0.00	0	2.54	1
JTP	Juvenile Truancy Program (CCP 102.0174)	3.18	1	0.00	0	0.00	0	3.18	1
TPC	Time Payment Fee - County	1.59	1	0.00	0	0.00	0	1.59	1
TPS	Time Payment Fee - State	7.95	1	0.00	0	0.00	0	7.95	1
WCSO	Williamson County Sheriff	31.80	1	0.00	0	0.00	0	31.80	1

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 02/01/2021 - 02/28/2021 Case Categories: All  
 Locations: JP4

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
WEXEC	Writ of Execution	15.00	3	0.00	0	0.00	0	15.00	3
WPOSS	Writ of Possession	15.00	3	0.00	0	0.00	0	15.00	3
WSF4	JP4 - Writ Service Fee	750.00	5	0.00	0	0.00	0	750.00	5
<b>Fee Code Summary Totals</b>		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		14,483.40	758	0.00	0	0.00	0	14,483.40	758

Justice of the Peace 4  
Consolidated Court Cost Calculation Sheet

Deposit Date: 02/01/2021-02/28/2021

	<u>DR</u>	<u>CR</u>	<u>GL Code</u>	<u>GL Description</u>	<u>ALLOCATION %</u>
Local CCC-Class C		\$324.83	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	\$113.69		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	\$116.01		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	\$92.81		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	\$2.32		01.0100.0000.342853	County Jury Fund Fee	0.714300%
<b>Percentage Distribution Total:</b>	<b>\$324.83</b>	<b>\$324.83</b>			<b>100.000000%</b>
Collected	\$324.83				

**Commissioners Court - Regular Session****13.****Meeting Date:** 04/06/2021

WILCO - AV Solution - Jury Empaneling Room - TIPS 171001

**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 Contract between Williamson County and Data Projections, Inc. to provide and integrate new AV equipment and existing AV equipment for Williamson County Courthouse Jury Empaneling room in the amount of \$82,052.18, per the terms of TIPS Cooperative Contract #171001 and authorizing execution of the agreement.

**Background**

This agreement will provide and integrate new AV equipment and existing AV equipment into the Williamson County Courthouse Empaneling Room in the basement at the Justice Center located at 405 Martin Luther King, Georgetown, TX 78626. Department point of contact is Richard Semple. Funding Source: Cares Funding 418P.

Local Government Code Sec. 271.012: Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. Cooperative program solicitations are posted year-round to continually seek the best pricing.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Addendum and Proposal

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing (Originator)	Joy Simonton	04/01/2021 09:18 AM
County Judge Exec Asst.	Andrea Schiele	04/01/2021 09:19 AM
Form Started By: Andrew Portillo		Started On: 03/30/2021 11:42 AM
Final Approval Date: 04/01/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**COUNTY ADDENDUM FOR  
SERVICES CONTRACT  
(AV Solution - Jury Empaneling Room)  
(Data Projections, Inc. via TIPS #171001)**

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

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

**I.**

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

- A. Data Projections Proposal with Terms and Conditions/ Quote # 008467;
- B. TIPS #171001; and
- C. This Williamson County Addendum;

**II.**

**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.

**III.**

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

**IV.**

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

**V.**

**Good Faith:** Data Projections agrees to act in good faith in the performance of the contract relevant to this addendum.

**VI.**

**Payment:** Data Projections will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Data Projections shall be capped and not-to-exceed **\$82,052.18** 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.

**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 fourteen (14) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

## VII.

**Right to Audit:** Data Projections agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Data Projections which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Data Projections agrees that Customer shall have access during normal working hours to all necessary Data Projections 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 Data Projections reasonable advance notice of intended audits. In no circumstances will Data Projections be required to create or maintain documents not kept in the ordinary course of Data Projections' business operations, nor will Data Projections be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

## VIII.

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

## IX.

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

## X.

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

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

WILLIAMSON COUNTY:

DATA PROJECTIONS:

\_\_\_\_\_  
Authorized Signature  
Date: \_\_\_\_\_, 2021

*Mark D. Mazac*  
\_\_\_\_\_  
Authorized Signature  
Date: March 30th, 2021



# DATA PROJECTIONS

**WILCO - AV Solution - Jury Empaneling Room - TIPS  
171001**

Quote # 008467  
Version 2

Prepared for:

**Williamson County**

Don Heflin  
[don.heflin@wilco.org](mailto:don.heflin@wilco.org)



# DATA PROJECTIONS

4616 W. Howard Ln  
Suite 140  
Austin, TX 78728  
www.dataprojections.com  
512.420.8856

Tuesday, March 16, 2021

Williamson County  
Don Heflin  
,  
don.heflin@wilco.org

RE: WILCO - AV Solution - Jury Empaneling Room - TIPS 171001

Dear Don,

Thank you for allowing Data Projections the opportunity to present this solution for the Williamson County.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Mark Mazac  
Account Executive  
Austin



# DATA PROJECTIONS

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Suite 140  
Austin, TX 78728  
www.dataprojections.com  
512.420.8856

## Executive Summary

### Scope Introduction

Data Projections is providing this proposal at the request of Williamson County for Audio Visual System Upgrades to the jury Empaneling Room in Basement at the Justice Center.

#### **-Project Location:**

Williamson County Courthouse  
405 Martin Luther King  
Georgetown, TX 78626

#### **-Onsite Point of Contact:**

Don Heflin  
Williamson County  
Phone: 512-409-6222  
Don.Heflin@wilco.org

### SCOPE OF WORK

WILCO – Jury Empaneling Room – AV Systems Upgrades.

Data Projections will provide, install, and test the following in each of the Courtrooms as follows:

#### **Jury Empaneling Room –**

##### **Video:**

- QTY.6 - Displays on Carts – See Locations on Floor Plans
  - o NVX Decoders behind Displays
  - o Surgex FlatPak behind Displays
  - o All Displays will show same image

QTY.2 – Laptop Inputs



# DATA PROJECTIONS

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## Executive Summary

- o HDMI's to be routed on Top of Credenza

QTY. 1 – Barco Clickshare for Wireless Presentations

### **Audio:**

QTY. 12 Ceiling Speakers  
o 2 – Zone System

QTY. 2 – Speakon Connectors on Wall Plate for quick disconnect from AV System

QTY. 6 – Wireless Gooseneck Microphones  
o To be Distributed between Judge/Prosecution/Defense  
o Antenna's to be installed inside rack

QTY. 1 – Biamp Atom/Crowd Mics – This will allow for Jury Panelists to utilize their cell phones  
o Wilco will be responsible for providing a Wireless Access point that will interface with Crowd Mics  
▪ We'll also need a network connection to Wilco LAN  
o We'll use USB to connect between Crowd Mics and the DSP

QTY. 1 – Wireless Mic Base Station Charger  
o This will sit on shelf in cabinet

QTY. 2 – Mobile Speakers – Tripod mounted for off-site venues/events

### **Control:**

QTY. 1 – MC4 Processor with Wireless Gateway

QTY. 1 – Wireless Control Panel

QTY. 1 – Wired Panel in Rack Mount

### **Misc:**

QTY. 1 – UPS system to provide 7-15 minutes of run time

Data Projections will clearly label all cables for disconnect plates as to alleviate confusion during set-up



 Executive Summary

**Special Notes:**

- Williamson County will provide power for all AV equipment and will ensure DPI technicians have full access to the space for installation and testing.
- Williamson County ensures that all existing owner-furnished-equipment (OFE) is in good working condition, if applicable.
- Williamson County will provide IT and Facilities Support for Network, Electrical, HVAC, and/or physical limitations that may be incurred.

**Scope Conclusion:**

Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.

**Change Orders:**

As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of **Williamson County & Data Projections**. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.

Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
<b>Jury Empaneling Room</b>				
<i>Video System</i>				
SAMSUNG	QB65R 65-INCH COMMERCIAL 4K UHD LED LCD DISPLAY, 350 NIT - MANUFACTURED IN VIETNAM	\$1,152.44	6	\$6,914.64



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Crestron	DM-NVX-360 DM NVX 4K60 4:4:4 HDR Network AV EncoderDecoder	\$1,097.56	6	\$6,585.36
Crestron	DM-NVX-360C DM NVX 4K60 4:4:4 HDR Network AV EncoderDecoder Card	\$1,097.56	4	\$4,390.24
Crestron	DMF-CI-8 DigitalMedia Card Chassis for DM-NVX-C DMCF, 8 Slots	\$1,219.51	1	\$1,219.51
Barco	R9861521US CSE-200 CLICKSHARE SET: INCLUDES: Base 2 buttons and Tray TA	\$2,351.22	1	\$2,351.22
Extreme Networks	220-48P-10GE4220-24p-10GE2 Extreme Switching 220 Series 220-24p-10GE2 - switch - 24 port Extreme Networks ExtremeSwitching 220 Series 220-48p-10GE4 - switch - 48 po	\$1,178.93	1	\$1,178.93
<i>Audio System</i>				
Biamp Systems	TesiraFORTE DAN VT Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	\$2,559.76	1	\$2,559.76
Shure	ULXD4Q=-G50 Quad Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardware	\$4,853.66	2	\$9,707.32
Shure	ULXD8=-G50 Wireless gooseneck microphone base for ULXD and QLXD. Includes AA Alkaline Batteries	\$414.63	6	\$2,487.78



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Shure	MX415LPDF /C 15" Shock-Mounted Gooseneck, Green/Red LED Ring at bottom, Less Preamplifier, Dual Flexible, Cardioid	\$189.02	6	\$1,134.12
Shure	ULXD2/SM5 Handheld Transmitter with 8--G50 SM58 Microphone	\$457.32	2	\$914.64
Shure	SBC850-US 8-Bay Networked Docking Station for BN & GN	\$853.66	1	\$853.66
Shure	SB900A Shure Lithium-Ion Rechargeable Battery	\$91.46	8	\$731.68
Extron	60-1767-02 Two Channel Dante Amp, 100 watts at 70 volts	\$847.56	1	\$847.56
JBL	CONTROL 26CT Control 26C with Transformer. For use on a 70.7V or 100V Distributed Line, Switchable Taps at 60W, 30W and 15W (Plus 7.5W at 70.7V only), No SonicGuard. Priced as Each, Packed as Pairs. Master Pack Quantity: 4 Pieces.	\$145.11	12	\$1,741.32
QSC	K12.2 2000W active portable loudspeaker system; 12-inch woofer; 1.0-inch compression driver; 75 degree conical waveguide; dual angle pole socket; presets and user adjustable DSP. For use as main or stage monitor.	\$732.93	2	\$1,465.86
Biamp Systems	Crowd Mics ATOM AV interface and host device for Crowd Mics	\$2,134.15	1	\$2,134.15
Luxul	XWR-3150 Epic 3 Dual-B Wireless AC3100 Gb wDomot	\$296.17	1	\$296.17
<i>Control System</i>				



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Crestron	MC4 4-Series Control System	\$975.61	1	\$975.61
Crestron	TST-902 8.7" Wireless Touch Screen	\$2,317.07	1	\$2,317.07
Crestron	TSW-770-B-S 7 in. Wall Mount Touch Screen, Black Smooth	\$1,097.56	1	\$1,097.56
<i>Miscellaneous Hardware</i>				
Crestron	PW-2412WU Wall Mount Power Pack, 24 VDC, 1.25 A, 2.1 mm, Universal	\$42.68	6	\$256.08
CHIEF	PFCUB 4' - 6' LFP MOBILE CART	\$709.25	6	\$4,255.50
CHIEF	FHB5147 HARDWARE KIT	\$9.73	6	\$58.38
Crestron	TSW-570/770-RMK-1 Rack Mount Kit for TSW-570 and TSW-770 Series	\$121.95	1	\$121.95
Middle Atlantic	RFR-2428BR 28W24SP28DP RFR RK BL RN	\$940.56	1	\$940.56
Middle Atlantic	RFR-CABCOOL50 RFR CABCOOL 50PNL2 GROM	\$191.67	1	\$191.67
Middle Atlantic	RFR-ERRK-24 RFR EMC REAR RAIL 24SP	\$53.33	1	\$53.33
Middle Atlantic	BR1 1SP PANEL WBRUSH GROMMET	\$40.00	1	\$40.00
Cables and Kits	RRA1U Recessed Rack Adapter	\$33.52	1	\$33.52
Liberty	DATAPR-WQ614127 Dual Speakon for 70V Speaker Disconnect Plate	\$35.76	1	\$35.76
SurgeX	SA-82 SURGE & POWER COND 8A 2PORT	\$257.37	6	\$1,544.22
SurgeX	SX-DS-158 120V 15A SURGE PROTECTION	\$160.06	2	\$320.12
SurgeX	UPS-2000-OL ONLINE UPS 2000VA 2RU 20A 5P	\$1,867.51	1	\$1,867.51
AtlasIED	AS2XLR-10M XLR Cable (10 meters)	\$17.43	2	\$34.86



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
AtlasIED	SS500E Lightweight Adjustable Speaker Stand	\$106.10	2	\$212.20

Subtotal: **\$61,869.82**

Room 1 Services

Product Details	Ext. Price
Installation Labor	\$3,450.00
Project Management	\$1,150.00
Design/Engineering	\$1,104.00
Programming Labor	\$5,600.00

Subtotal: **\$11,304.00**

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	\$3,563.70

Subtotal: **\$3,563.70**

Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	\$4,392.76

Subtotal: **\$4,392.76**



# DATA PROJECTIONS

4616 W. Howard Ln  
Suite 140  
Austin, TX 78728  
www.dataprojections.com  
512.420.8856

## WILCO - AV Solution - Jury Empaneling Room - TIPS 171001



Prepared by:  
**Austin**  
Mark Mazac  
(512) 271-6538  
Fax 512.420.9185  
mmazac@dataprojections.com

Prepared for:  
**Williamson County**  
,  
Don Heflin  
(512) 943-1490  
don.heflin@wilco.org

Quote Information:  
**Quote #: 008467**  
Version: 2  
Delivery Date: 03/16/2021  
Expiration Date: 04/18/2021

### Quote Summary

Description	Amount
Room 1 - Hardware	\$61,869.82
Room 1 Services	\$11,304.00
Miscellaneous Materials	\$3,563.70
Service & Maintenance	\$4,392.76

Subtotal: **\$81,130.28**  
Shipping: **\$921.90**  
Total: **\$82,052.18**

### Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	\$82,052.18

Other service options available. Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.



DATA  
PROJECTIONS

4616 W. Howard Ln  
Suite 140  
Austin, TX 78728  
www.dataprojections.com  
512.420.8856

Austin

Signature: Mark D. Mazac  
Name: Mark Mazac  
Title: Account Executive  
Date: 03/16/2021

Williamson County

Signature: \_\_\_\_\_  
Name: Don Heflin  
Date: \_\_\_\_\_



## Statement of Performance

### TERMS AND CONDITIONS

#### Notice

##### **This Scope of Work is delivered on the basis of the following Assumptions:**

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these



## Statement of Performance

items are in good working condition and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.

- All Network configurations including IP addresses are to be provided, operational and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days. {unless otherwise noted}

### **Integration Project Management Processes**

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed prior to Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion – Customer walk-through and user acceptance training – prior to Service transition (if purchased)

### **User Acceptance Training**

This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used



## Statement of Performance

- Who to call when help is required

### **Change Management Procedure**

Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

### **Proprietary Notice**

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

### **Payment Schedule**

The total for this proposal/project is presented as a “not to exceed” unless Data Projections and the “client” agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled.

### **Returns**

The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer’s warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

### **Warranty**

All new equipment provided by Data Projections includes each manufacturer’s full warranty from the date of invoice. Data Projections will honor all warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. If a Data Projections service agreement is purchased all hardware purchased through Data Projections will be covered with no additional service or replacement fees throughout the life of the agreement even if the hardware is no longer covered under the manufacturer’s warranty. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.



# DATA PROJECTIONS

4616 W. Howard Ln  
Suite 140  
Austin, TX 78728  
www.dataprojections.com  
512.420.8856

## Statement of Performance

### **Indemnification**

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively , Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

### **No Hire Policy**

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.

**Commissioners Court - Regular Session**

**14.**

**Meeting Date:** 04/06/2021

Spectrum Internet Service at M11/M53/EMS1 Station

**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 Contract between Williamson County and Charter Communications Operating, LLC/Spectrum to provide the installation of internet service for the Medic 11, Medic 53 and Emergency Medical Station 1, in the amount of \$99.98 (on a month-to-month basis, this includes a one time installation fee of \$99.00) and exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C) and authorizing execution of the agreement.

**Background**

This agreement is for the installation of Spectrum Internet Service at the Medic 11, Medic 53, and the Emergency Medical Station 1 located at 1781 E Old Settlers Blvd, Round Rock TX 78665. Spectrum is the only provider for these services in this area, and we are requesting exemption from the 3-quote requirement for this utility service. The IT Department point of contact is Richard Semple. Funding Source 01.0100.0540.004210.

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

- (7) an item that can be obtained from only one source, including:
- (C) electric power, gas, water, and other utility services.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

quote

**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/31/2021 04:48 PM
County Judge Exec Asst.	Andrea Schiele	03/31/2021 04:50 PM
Form Started By: Andrew Portillo		Started On: 03/30/2021 11:41 AM
Final Approval Date: 03/31/2021		

**Customer Service Order**

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

Account Executive: Horacio Galvan  
 Phone: 5125939240 ext:  
 Cell Phone: +1 5125939240  
 Email: eli.galvan@charter.com

**Order # 12376055**

<b>Customer Information: Customer Code</b>		
<b>Business Name</b>	WILLIAMSON COUNTY (HQ)	<b>Customer Type:</b>
<b>Billing Address</b>		<b>Account Number</b>
<b>Attention To:</b> Wmsn County EMS PO 177207  PO Box 873 GEORGETOWN TX 78627		
<b>Billing Contact</b>	<b>Billing Contact Phone</b>	<b>Billing Contact Email Address</b>
Richard Semple	(512) 943-1489	rsemple@wilco.org
<b>Authorized Contact</b>	<b>Authorized Contact Phone</b>	<b>Authorized Contact Email Address</b>
Richard Semple	(512) 943-1489	rsemple@wilco.org
<b>Technical Contact</b>	<b>Technical Contact Phone</b>	<b>Technical Contact Email Address</b>
Richard Semple	(512) 943-1489	rsemple@wilco.org

<b>New and Revised Services and Monthly Charges At</b> 1781 E Old Settlers Blvd , Round Rock TX 78664				
<b>Description</b>	<b>Quantity</b>	<b>Sales Price</b>	<b>Monthly Recurring Total</b>	<b>Contract Term</b>
1 Static Ip Address	1	\$9.99	\$9.99	Month to Month
Spectrum Business Internet	1	\$89.99	\$89.99	Month to Month
<b>*Total</b>			<b>\$99.98</b>	

\*Prices do not include taxes and fees.

<b>One Time fees At</b> 1781 E Old Settlers Blvd , Round Rock TX 78664			
<b>Description</b>	<b>Quantity</b>	<b>Sales Price</b>	<b>Total</b>
Installation	1	\$99.00	\$99.00
<b>Total</b>			<b>\$99.00</b>

\*Prices do not include taxes and fees.

**Special Terms**

**Electronic Signature Disclosure**

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

\_\_\_\_\_  
**Authorized Signature for Customer**

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Date Signed**



**Commissioners Court - Regular Session****15.****Meeting Date:** 04/06/2021

1708-185 extension until June 30, 2021 with Westwood Pharmacy Clinical Services

**Submitted For:** Joy Simonton**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of extension for Services Agreement for Jail Pharmaceutical and Supplies (RFP 1708-185) until June 30, 2021, between Williamson County, Texas and MAO Pharmacy, Inc. D/B/A Westwood Pharmacy Clinical Services to support county jail operations and allow the county to go out for a new solicitation in this category of services.

**Background**

This is for a stop-gap measure to provide an extension until June 30, 2021, to allow the county to finalize a new solicitation for jail pharmaceuticals and supplies. The first addendum was to allow additional time for RFP Solicitation processes for the new Sheriff's administration. This second addendum is needed for finalizing the evaluation, contract and award processes. The department points of contact are Lt. Doug Wheless and Abigail Dass. Funding Source: 01.0100.0570.003307.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

1708-185 Second Addendum

1708-185 First Addendum

1708-185 renewal 2

1708-185 renewal 1

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing (Originator)	Joy Simonton	03/31/2021 04:34 PM
County Judge Exec Asst.	Andrea Schiele	03/31/2021 04:47 PM
Form Started By: Dianne West		Started On: 03/29/2021 11:59 AM
Final Approval Date: 03/31/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SECOND ADDENDUM FOR  
AGREEMENT  
ON  
SOLICITATION #1708-185  
PHARMACEUTICAL SERVICE AND SUPPLIES  
BETWEEN WILLIAMSON COUNTY AND  
MAO PHARMACY, INC. D/B/A  
WESTWOOD PHARMACY CLINICAL SERVICES  
(Williamson County Jail)**

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**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 **MAO Pharmacy, Inc. d/b/a Westwood Pharmacy Clinical Services** (hereinafter "Service Provider"), 5823 Patterson Ave, Richmond VA 23226. The County and Service Provider agree to the following additional terms to the Agreement between the parties:

**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 Williamson County Solicitation #1708-185 Pharmaceutical Service and Supplies, including attachment(s);
- B. Service Provider's Response to Solicitation #1708-185;
- C. Renewal Period #1 Agreement (10/17/18 to 10/16/19);
- D. Renewal Period #2 Agreement (10/17/19 to 10/16/20 w/90-day survivability clause);
- E. Williamson County First Addendum (Extension to 3/31/21); and

F. This Williamson County Second Addendum (Extension to 6/30/21) .

**II.**

**Term Extension:** Unless the Agreement is terminated earlier based on termination-for-convenience, this amendment will extend the term of the final renewal option for this Agreement until **June 30, 2021** in order to allow sufficient time for The County to evaluate a new solicitation in this category of services.

**III.**

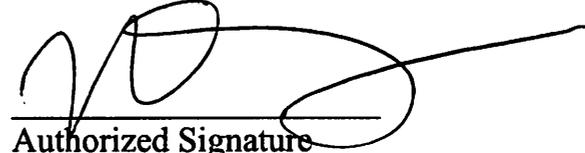
In all other respects, the Interlocal Agreement is reaffirmed.

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:

SERVICE PROVIDER:

\_\_\_\_\_  
Authorized Signature  
Date: \_\_\_\_\_, 2021

  
\_\_\_\_\_  
Authorized Signature  
Date: 3/25, 2021

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**FIRST ADDENDUM FOR  
AGREEMENT  
ON  
SOLICITATION #1708-185  
PHARMACEUTICAL SERVICE AND SUPPLIES  
BETWEEN WILLIAMSON COUNTY AND  
MAO PHARMACY, INC. D/B/A  
WESTWOOD PHARMACY CLINICAL SERVICES  
(Williamson County Jail)**

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**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.**

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- B. Service Provider's Response to Solicitation #1708-185;
- C. Renewal Period #1 Agreement (10/17/18 to 10/16/19);
- D. Renewal Period #2 Agreement (10/17/19 to 10/16/20 w/90-day survivability clause); and
- E. This Williamson County First Addendum.

II.

**Term Extension:** Unless the Agreement is terminated earlier based on termination-for-convenience, this amendment will extend the term of the final renewal option for this Agreement until **March 31, 2021** in order to allow sufficient time for The County to issue a new solicitation in this category of services.

III.

In all other respects, the Interlocal 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:

SERVICE PROVIDER:

Valerie Covey, Presiding Officer  
Valerie Covey, Presiding Officer, Loan 12, 2021, LP-15-251

Authorized Signature

Date: Jan 12, 2021, 2021

[Handwritten Signature]

Authorized Signature

Date: 12/30/, 2021 20



### Summary Agreement for Renewal of Williamson County Contract

<b>Purchase/Contract Type:</b>	Goods	<b>Department:</b>	Williamson County Jail						
<b>Vendor Name:</b>	Westwood Pharmacy								
<b>Vendor Address:</b>	5823 Patterson Avenue, Richmond, VA 23226								
<b>Purpose/Intended Use of Product or Service (summary):</b>									
Williamson County Jail Pharmaceutical Service and Supplies									
<b>P.O./Contract Number:</b>	1708-185	<b>Effective Date:</b>	October 17, 2019						
<b>Purchaser/Contract Specialist:</b>	Dianne West	<b>Expiration Date:</b>	October 16, 2020						
<b>Requested By:</b>	Doug Wheless, Medical Supervisor for Williamson County Jail								
<b>Detailed description of renewal of product and/or service.</b>									
<ul style="list-style-type: none"> <li>Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract. LEASE INCLUDE THE FOLLOWING:               <ul style="list-style-type: none"> <li>COMPLETED 1295 FORM; AND</li> <li>RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li> </ul> </li> <li><b>Extend Contract for the 2<sup>nd</sup> renewal option period:</b> <table border="0" style="margin-left: 20px;"> <tr> <td>Renewal Option Period 2</td> <td>October 17, 2019 – October 16, 2020</td> </tr> <tr> <td>Renewal Option Period 1</td> <td>October 17, 2018 – October 16, 2019</td> </tr> <tr> <td>Initial Contract Period</td> <td>October 17, 2017 – October 16, 2018</td> </tr> </table> </li> </ul>				Renewal Option Period 2	October 17, 2019 – October 16, 2020	Renewal Option Period 1	October 17, 2018 – October 16, 2019	Initial Contract Period	October 17, 2017 – October 16, 2018
Renewal Option Period 2	October 17, 2019 – October 16, 2020								
Renewal Option Period 1	October 17, 2018 – October 16, 2019								
Initial Contract Period	October 17, 2017 – October 16, 2018								
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>									
Vendor <u>Westwood Pharmacy</u>	Williamson County, 901 S. Austin Ave., Georgetown, TX 78626								
Name <u>Mark A. Oleg</u>	Bill Gravell								
Title <u>Vice - President</u>	Williamson County Judge								
Signature <u>[Signature]</u>	Signature <u>[Signature]</u>								
Date <u>9/26/19</u>	Date <u>10/8/19</u>								



## Summary Agreement for Renewal of Williamson County Contract

<b>Purchase/Contract Type:</b>	Goods	<b>Department:</b>	Williamson County Jail				
<b>Vendor Name:</b>	Westwood Pharmacy						
<b>Vendor Address:</b>	5823 Patterson Avenue, Richmond, VA 23226						
<b>Purpose/Intended Use of Product or Service (summary):</b>							
Williamson County Jail Pharmaceutical Service and Supplies							
<b>P.O./Contract Number:</b>	1708-185	<b>Effective Date:</b>	October 17, 2018				
<b>Purchaser/Contract Specialist:</b>	Dianne West	<b>Expiration Date:</b>	October 16, 2019				
<b>Requested By:</b>	Doug Wheless, Medical Supervisor for Williamson County Jail						
<b>Detailed description of renewal of product and/or service.</b>							
<ul style="list-style-type: none"> <li>• Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract. LEASE INCLUDE THE FOLLOWING:               <ul style="list-style-type: none"> <li>- COMPLETED 1295 FORM; AND</li> <li>- RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li> </ul> </li> <li>• <b>Extend Contract for the 1st<sup>d</sup> renewal option period:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Renewal Option Period 1</td> <td>October 17, 2018 – October 16, 2019</td> </tr> <tr> <td>Initial Contract Period</td> <td>October 17, 2017 – October 16, 2018</td> </tr> </table> </li> </ul>				Renewal Option Period 1	October 17, 2018 – October 16, 2019	Initial Contract Period	October 17, 2017 – October 16, 2018
Renewal Option Period 1	October 17, 2018 – October 16, 2019						
Initial Contract Period	October 17, 2017 – October 16, 2018						
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>							
Vendor <u>Westwood Pharmacy</u> Name <u>Mark A. Oley</u> Title <u>Vice-President</u> Signature <u><i>[Signature]</i></u> Date <u>9/12/18</u>	Williamson County, 901 S. Austin Ave., Georgetown, TX 78626 <del>Don A. Gattis</del> <u>Valerie Corey</u> Williamson County Judge <del>Presiding Officer</del> Signature <u><i>[Signature]</i></u> Date <u>10/9/18</u>						

**Commissioners Court - Regular Session****16.****Meeting Date:** 04/06/2021

Justice Center X-Ray Machine Repair

**Submitted For:** Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider, and take appropriate action on ratifying the Emergency PO to Auto Clear for repairs to the X-Ray Machine at the Justice Center in the amount of \$8,385.00, exempting this purchase from competitive bidding requirements per TX. Local Government Code Discretionary Exemptions 262.024 (a)(2) and 262.024 (a)(7)(D).

**Background**

Approval of this agenda item will support the operations at the Williamson County Justice Center. Estimate attached outlines the work to be performed on the X-Ray machine at the entrance at the Justice Center. This was considered an emergency repair as it was essential to preserve or protect the public health and safety of residents. AutoClear is the only authorized company that can repair our specific X-Ray Machine. The department contact is Lt. Randy Word. This expenditure will be charged to line item 01.0360.0360.004543.

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

- (2) an item necessary to preserve or protect the public health or safety of the residents of the county;
- (7) an item that can be obtained from only one source, including:
- (D) captive replacement parts or components for equipment;

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

AutoClear X-Ray Machine Estimate  
AutoClear Approval Request

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing (Originator)	Joy Simonton	03/31/2021 04:12 PM
County Judge Exec Asst.	Andrea Schiele	03/31/2021 04:52 PM
Form Started By: Mary Watson		Started On: 03/30/2021 04:35 PM
Final Approval Date: 03/31/2021		



World Headquarters  
10A Bloomfield Avenue  
Pine Brook, NJ 07058 USA  
Tel. 1.973.276.6000  
Fax. 1.973.227-0832  
info@autoclear.com

**Service Quote for: Williamson County Sheriff's Office**

March 24, 2021

Lt. Randy Word  
Justice Center  
405 Martin Luther King St.  
Georgetown, TX 78626

Dear Lt. Randy Word,

I am writing to you regarding repairs that need to be made to your Autoclear 7555 x-ray inspection system, serial number 16-03-02 L#40. As per your conversation with our troubleshooting specialist, your machine most likely needs the PC Combo Box replaced. Altogether, the cost of replacement parts will come to \$5,565.00. Shipping and handling will be \$60.00 and is based on UPS Ground shipping rates. If you prefer a faster delivery method, please let me know and I will adjust the quote accordingly. Our technician fees come to \$2,760.00. For your reference, each of these costs is listed individually in the quote below. As is, the complete quoted cost of the repair is \$8,385.00

Please note that this is only a quote and not an invoice for billing. Autoclear, LLC is issuing this quote based on an estimated scenario and we will not charge for any unused part or unutilized technician cost. A final invoice will be issued once the repair has been completed reflecting the actual work performed. If you find this quote acceptable, please send me a signed copy along with an official purchase order and we can schedule your service call as soon as possible.

Best Regards,

Mike Perla  
Tech Support  
Autoclear, LLC.  
10A Bloomfield Avenue  
Pine Brook, NJ 07058  
973-629-2791  
Support@autoclear.com

## Autoclear Service Quote

**For:** Lt Randy Word  
Justice Center  
405 Martin Luther King St.  
Georgetown, TX 78626

**Date:** March 24, 2021  
**Model:** 7555  
**S/N:** 16-03-02 L#40

### Service Quote for: Williamson County Sheriff's Office

Item No.	Item	Cost (USD)	Qty.	Total (USD)
1.	PC Combo Box Linux	\$5,565.00	1	\$5,565.00
2.				
3.				
4.				
5.	Labor to repair	\$165.00	2	\$330.00
6.				
7.	Travel time from Orland, FL	\$165.00	12	\$1,980.00
8.	Airfare, Hotel, And rental car	\$450.00	1	\$450.00
9.				
10.				
11.				
12.				
13.	Shipping and Handling	60.00	1	\$60.00
14.				
15.				
16.				
17.				
18.				
19.				
		<b>GRAND TOTAL:</b>		<b>\$8,385.00</b>
<b>NOTES:</b>	<b>All replacement parts are covered under a 90-day warranty. Parts will not be charged if not needed. Quote is valid for 90 days.</b>			

**From:** Mike Perla  
Tech Support  
Autoclear, LLC  
973-629-2791  
Support@autoclear.com

**Name (print):** \_\_\_\_\_

**Title/Department:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_



**Mike Gleason**  
**WILLIAMSON COUNTY SHERIFF**

Kenneth E. Evans  
Chief Deputy

James Carmona  
Asst Chief Deputy – Special Operations

508 South Rock Street  
Georgetown, Texas 78626  
Phone (512) 943-1300 \* Fax (512) 943-1444

Patrick Erickson  
Asst Chief Deputy – Law Enforcement

Kathleen Pokluda  
Asst Chief Deputy - Corrections

To: Purchasing Department / Budget Office  
From: Abigail Dass, Office Administrator  
Date: March 24, 2021  
Re: Required Repair Over \$5000.00 (Non-contracted Vendor)

The X-Ray Machine located at the front entrance of the Justice Center on 405 MLK, Georgetown, TX is not working. This machine is used to scan all incoming personal belongings daily from the general public.

The name of the company who WCSO purchased the X-Ray machine from and who performs required annual maintenance is AutoClear.

AutoClear is unfortunately not part of a cooperative and the quoted required repair is \$8,385.00. Therefore, since the quote is over \$5000.00, according to purchasing goods and services guidelines, we are required to present two (2) additional comparative quotes. AutoClear is the only authorized company that can fix this specific X-Ray Machine.

I am requesting an exception to this unique situation, to approve our requisition so we can get the machine repaired as soon as possible.

Sincerely,

**Abigail Dass**

Office Administrator  
Williamson County Sheriff's Office  
Corrections Bureau  
Phone: 512-943-1343  
Fax: 512-943-3309

**Commissioners Court - Regular Session**

**17.**

**Meeting Date:** 04/06/2021

ratification of PO for Rentschler Brewing LLC for canned water resulting from Feb 2021 Winter Storm

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on ratifying purchase of canned drinking water from Rentschler Brewing LLC in the amount of \$24,084.88, to support the operations of the Williamson County Emergency Services Operations Center during the February 2021 Winter Storm, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).

**Background**

During the February 2021 Winter Storm various businesses redirected their business purpose to assist with supplying drinking water and other resources so the County and other governmental agencies were able to provide life-saving measures for our citizens. Rentschler Brewing LLC supplied canned water. This item is to ratify the purchase, so the invoice can be paid. Funding Source: 01.0100.0409.004987.

Sec. 262.024 Discretionary Exemptions: (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 (Competitive Requirements for Certain Purchases) if the commissioners court by order grants the exemption: (2) an item necessary to preserve or protect the public health or safety of the residents of the county.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Purchase Order

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing (Originator)	Joy Simonton	03/31/2021 03:10 PM
County Judge Exec Asst.	Andrea Schiele	03/31/2021 03:16 PM
Form Started By: Kerstin Hancock		Started On: 03/31/2021 02:10 PM
Final Approval Date: 03/31/2021		

**PURCHASE ORDER**

Williamson County  
 Purchasing Department  
 100 Wilco Way, Ste P101  
 Georgetown, TX 78626  
 512-943-1100

P.O.Number: **177252**

Date:03/31/2021

Version:

**Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.**

Vendor:  
 RENTSCHLER BREWING LLC  
 2500 NE Inner Loop Bldg 3 Unit 3105  
 GEORGETOWN TX 78626

Requested By: Wrehsnig, Gina R

Delivery Date:

Ship to:  
 Facilities Maintenance  
 3101 SE Inner Loop  
 Georgetown, TX 78626

Bill to:  
 Facilities Maintenance  
 3101 SE Inner Loop  
 Georgetown, TX 78626

Description	Price	Per	Amount
1: FEB 2021 WINTER STORM - CANNED WATER.	24,084.88	1 \$	24,084.88

Supplier Item:

Notes to Supplier:

**Total 24,084.88**

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

Terms and Conditions are available at [www.wilco.org/purchasing](http://www.wilco.org/purchasing).  
 Terms of payment are in accordance with Texas Prompt Payment Act.

This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Randy Barker, Williamson County Purchasing Agent.

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

Authorized By:

**Commissioners Court - Regular Session**

**18.**

**Meeting Date:** 04/06/2021

ratification of PO for Texas Beer CO resulting from Feb 2021 Winter Storm for cases of water

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on ratifying purchase of cases of water from Texas Beer CO LLC in the amount of \$5,512.82, to support the operations of the Williamson County Emergency Services Operations Center during the February 2021 Winter Storm, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).

**Background**

During the February 2021 Winter Storm various businesses redirected their business purpose to assist with supplying clean drinking water and other resources so the County and other governmental agencies were able to provide life-saving measures for our citizens. Texas Brewing Company supplied cases of water. This item is to ratify the purchase, so the invoice can be paid. Funding Source: 01.0100.0409.004987.

Sec. 262.024 Discretionary Exemptions: (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 (Competitive Requirements for Certain Purchases) if the commissioners court by order grants the exemption: (2) an item necessary to preserve or protect the public health or safety of the residents of the county.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Purchase Order

**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/31/2021 03:07 PM
County Judge Exec Asst.	Andrea Schiele	03/31/2021 03:17 PM
Form Started By: Kerstin Hancock		Started On: 03/31/2021 02:23 PM
Final Approval Date: 03/31/2021		

**PURCHASE ORDER**

Williamson County  
 Purchasing Department  
 100 Wilco Way, Ste P101  
 Georgetown, TX 78626  
 512-943-1100

P.O.Number: **177251**

Date:03/31/2021

Version:

**Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.**

Vendor:  
 TEXAS BEER CO LLC  
 PO BOX 201  
 TAYLOR TX 76574

Requested By: Wrehsnig, Gina R

Delivery Date:

Ship to:  
 Facilities Maintenance  
 3101 SE Inner Loop  
 Georgetown, TX 78626

Bill to:  
 Facilities Maintenance  
 3101 SE Inner Loop  
 Georgetown, TX 78626

Description	Price	Per	Amount
1: FEB 2021 WINTER STORM - CASES OF WATER.	5,512.82	1 \$	5,512.82

Supplier Item:

Notes to Supplier:

**Total 5,512.82**

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

Terms and Conditions are available at [www.wilco.org/purchasing](http://www.wilco.org/purchasing).  
 Terms of payment are in accordance with Texas Prompt Payment Act.

This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Randy Barker, Williamson County Purchasing Agent.

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

Authorized By:

**Commissioners Court - Regular Session**

**19.**

**Meeting Date:** 04/06/2021

Authorize the MSA with 5-F Mechanical through Buyboard #638-21 for Facilities

**Submitted For:** Joy Simonton

**Submitted By:** Kim Chappius,  
Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the Master Service Agreement between 5-F Mechanical and Williamson County for HVAC and Plumbing Maintenance services, pursuant to Buyboard Co-Operative Contract #638-21 and authorizing the execution of the agreement.

**Background**

This Master Service Agreement is good for one (1) year and may be renewed annually. Each project will be initiated with a work order and Purchase Order. Department contact: Christi Stromberg. Funding sources: 01.0100.0509.004510. Other funding sources may be used depending on the type of work performed.

Local Government Code Sec. 271.012: Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. Cooperative program solicitations are posted year-round to continually seek the best pricing.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Master Service Agreement

**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/31/2021 04:40 PM
County Judge Exec Asst.	Andrea Schiele	03/31/2021 04:47 PM
Form Started By: Kim Chappius		Started On: 03/30/2021 08:06 AM
Final Approval Date: 03/31/2021		



## Master Services Agreement (No. \_\_\_\_\_)

This Master Service Agreement (this "**Agreement**") is made and entered into as of the date signed by the last party below (*month/day/year*) and is by and between **5-F Mechanical Group, Inc. (5F)**, with its principal place of business at 15705 Brenda Street Austin, Texas 78728 and **Williamson County, a political subdivision of the State of Texas acting through its governing body ("WILCO or the "COUNTY")** with its principal office at 3101 SE Inner Loop Georgetown, Texas 78726 (hereinafter individually referred to as the "**Party**" or together referred to as the "**Parties**").

**WHEREAS**, 5F is engaged in the business of maintaining, servicing, and providing plumbing, heating, ventilation, and air conditioning building systems and wishes to provide WILCO with such services; and

**WHEREAS**, WILCO wishes to retain 5F from time to time to perform discrete projects on an individual work order basis under this Agreement; and

**NOW THEREFORE**, in consideration of the foregoing the Parties hereby agree as follows:

### **1. WORK ORDER SERVICES**

- 1.1. Each project for which WILCO desires to engage 5F shall be set forth in detail in a separate work order ("**Work Order**"), which shall be labeled by project number, and which together shall not exceed a total amount of \$350,000 USD unless otherwise agreed in writing by the Parties. The Work Order shall be submitted on the form attached hereto as **Exhibit A** and shall detail the scope of work, scheduled, compensation for each project, and shall refer and automatically incorporate the terms and conditions of this Agreement. In the event of any conflict or inconsistency between any term or condition in a Work Order, and any term or condition of this agreement, the terms and conditions of this Agreement will govern and control.
- 1.2. Either 5F or WILCO may issue a Work Order. However, 5F shall not be obligated to perform any work until the Work Order is mutually agreed upon and executed by both Parties. To the extent the Parties draft a Work Order electronically either an electronic signature or confirming email shall operate as proper execution of such Work Order. Once executed, a Work Order shall be binding and deemed part of, and shall be subject to, this Agreement.
- 1.3. 5F is qualified, experienced, and capable of performing the services described in the agreed upon Work Orders and this Agreement ("**Services**") and has agreed to perform the Services in accordance with the terms and conditions of this Agreement and the Work Order(s).
- 1.4. WILCO shall be responsible for and shall pay for the costs and expenses in connection with the Services and good provided under this Agreement and as specified in a Work Order.
- 1.5. Subject to prompt payment by WILCO, 5F shall provide all materials, labor, and equipment necessary for the performance of the Services as specified in the Work Order.
- 1.6. In the event that WILCO requests a change in the scope of the Services to be provided by 5F and if the change requested changes the price or schedule of the Services provided by 5F, 5F shall provide a revised cost or schedule estimate to WILCO, within (5) business days of the requested change. If WILCO accepts the revised cost or schedule estimate, WILCO shall issue an executed Change Order submitted on the form attached hereto as **Exhibit B ("Change Order")**. Such Change Order shall be executed by an authorized

representative of 5F. Upon execution of the Change Order by an authorized representative of 5F, the Change Order shall become a binding agreement between the Parties under the terms and conditions of the Work Order which it modifies and this Agreement. 5F shall not be obligated to perform any changed work until the Change Order is mutually agreed upon and executed by both Parties.

- 1.7. If 5F encounters conditions at any site(s) that are (.1) subsurface or otherwise concealed physical conditions that differ materially from those reasonably anticipated; or (.2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Work Order or other contract document, 5F shall promptly provide notice to WILCO before conditions are disturbed, and 5F shall be entitled to an equitable adjustment to the Contract Price and Contract Time (as those terms are defined herein) to the extent such conditions increase 5F's cost of, or time required for, performance or any part of the Services.

## **2. COMPENSATION: CONTRACT PRICE:**

- 2.1. The compensation (the "**Contract Price**") and payment schedule for the performance of the Services shall be set forth in detail in each Work Order.
- 2.2. WILCO payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. Invoices shall be deemed overdue the thirty-first (31<sup>st</sup>) day after the later of the following: (.1) the date WILCO receives the good under specified in the Work Order; (.2) the date the performance of the service is completed; or (.3) the date Williamson county Facilities and Williamson County Auditor receives an invoice for the good and services, which shall be defined as the date an invoice is deemed delivered to the address provided in Section 2.3 below.
- 2.3. To ensure prompt payment, 5F's invoices shall include: (.1) the project or Work Order number; (.2) the invoice number; (.3) a reasonably detailed description of the Services rendered including, but not limited to; quantity or quantities, applicable unit prices (Construction Pricing see BuyBoard 638-21), (Plumbing/HVAC Repair Rates see **Exhibit C**), total prices and total amount; (.4) WILCO Purchase Order number; and (.5) 5F business and mailing address, telephone number, and business name. Invoices shall be submitted by regular or electronic mail directly to:

Williamson County Facilities Department  
Attn: Assistant Director of Maintenance for Facilities  
3101 SE Inner Loop Georgetown, Texas 78626  
Phone: 512.943.4599  
Fax: 512.943.3888  
Email: [facilities@wilco.org](mailto:facilities@wilco.org)

- 2.4. If WILCO disputes any 5F invoice, WILCO will: (.1) pay all charges not disputed, and (.2) notify 5F of the dispute in writing, providing the Invoice Number and an explanation of the issue in dispute. If the dispute is not resolved within (15) days, either Party may submit their claim to dispute resolution as provided in Section 13.9. The Parties will cooperate in good faith to resolve any such disputes after WILCO notifies 5F of the dispute. If both Parties agree that a disputed amount is a legitimate charge, WILCO will pay such amount within thirty (30) days of such determination.
- 2.5. Payment for goods and Services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31<sup>st</sup> day after the later of (1) the date WILCO receives the goods under

the contract; (2) the date the performance of the Service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or Services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment becomes due. The said rate in effect on September 1 of the licensee's fiscal year 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 preceding the fiscal year that does not fall on a Saturday or Sunday. 5F expressly acknowledges that invoices and supporting documentation must be submitted timely and in accordance with all laws governing Texas county finances, including but not limited to the Texas Constitution, the Texas Government Code and the policies of Williamson County Commissioners Court and Auditor's Office. If payments become overdue for more than sixty (60) days, then in addition to any other available rights and remedies available to 5F under this Agreement or under applicable laws or in equity, 5F shall have the right to terminate this Agreement for default or suspend Services until payment is received and recover all related costs arising from or related to the suspension, including demobilization and remobilization costs.

### **3. CONTRACT TIME**

- 3.1. 5F shall complete the services in accordance with the agreed upon project schedules and milestones (the "**Project Schedule**") set forth in the applicable Work Order(s) (the "**Contract Time**"). 5F shall be entitled to adjustments to the Contract Time and Contract Price in the event that WILCO modifies, compresses, or accelerates any of the activities in the Project Schedule.
- 3.2. If 5F is delayed at any time in the commencement or progress of the Services by WILCO, or separate contractors or design professionals employed by WILCO, or by any other third party event: (.1) WILCO's failure to timely perform its obligations under this Agreement or any other Work Order; (.2) any government or regulatory agency's failure to timely review and approve any applicable permits, submittals, or design document; (.3) changes ordered in the Services by WILCO; or (.4) any Force Majeure event as defined below; then the Contract Time shall be extended by a Change Order for a period of time reasonably necessary to overcome the effect of the delay, and the Contract Price shall be increased for the additional costs (if any) arising from such delay including any increased costs for materials and increased costs of labor, including overtime.
- 3.2.1. To the fullest extent permitted by applicable laws, 5F shall not be responsible or liable, and shall be entitled to equitable adjustments to the Contract Price and Contract Time, for any delays and/or any failure in performing the Services or its obligations hereunder due to causes beyond its reasonable control, including, and without limitation: acts of God, war (including civil war), riots, embargoes, acts of civil or military authorities, acts of any government (whether sovereign or contractual), fires, floods, freezes, explosions, the elements, epidemics, pandemics, quarantine restrictions, strikes, lockouts, plant and facility shutdowns, accidents, shortages of energy, material shortages, components part shortages, unavailability of labor, procurement delays, or any other acts or events beyond the parties control (collectively, "**Force Majeure Event**").

### **4. WILCO RESPONSIBILITIES**

- 4.1. WILCO shall permit 5F free and timely access to the project sites and shall provide project documents or information necessary or required to allow 5F to complete the Services without interruption or disruption.
- 4.2. WILCO shall cooperate with 5F in securing any required building and other permits, licenses, and inspections.

- 4.3. WILCO shall review and approve or take other appropriate actions on permits, submittals, Change Order requests, RFI's, and any 5F notification and deliverables that require WILCO's review and/or approval, within such time periods that will not delay 5F's performance of the Services. However, the review period shall not exceed ten (10) business days.
- 4.4. WILCO shall also schedule and conduct all reviews, inspections, and tests required to obtain any equivalent certifications from any third-party and/or government entities with jurisdiction, promptly and so as not to delay the performance of the Services.
- 4.5. WILCO shall schedule and coordinate the work of its other subcontractors in a manner that does not interfere or impact 5F's performance of the Services.
- 4.6. WILCO reserves the right to inspect all equipment and tools used to perform the work under this Service. Any equipment reasonably determined to be in poor condition must be replaced immediately, at 5F's expense. Failure to provide suitable equipment for carrying out all requirements of the contract may be grounds for termination.
- 4.7. WILCO shall perform periodic inspections of 5F's work under this Service to ensure compliance with the Work Order specifications.
- 4.8. If WILCO is unable or does not perform its obligations in accordance with this Section 4, 5F shall be entitled to an extension of the project schedule or Contract Time for such delays, occasioned by WILCO's actions and may also be entitled to an increase in the Contract Price to the extent such delays result in increased costs to perform the Services.

## **5. 5F RESPONSIBILITIES**

- 5.1. 5F shall be responsible for furnishing all tools, equipment, staffing, and supervision necessary for performance of the Services. Any equipment determined to be in poor condition by WILCO shall be replaced immediately, at 5F expense.
- 5.2. 5F shall employ labor that is sufficiently skilled and qualified to perform the Services. If any portions of the Services require any professional licenses, 5F warrants that all such services will be performed by individuals with such licenses.
- 5.3. 5F will be responsible for the acts, omissions, and Services provided by its employees, agents, and representatives.
- 5.4. 5F agrees to abide by all applicable laws related to the hiring, employment, and supervision of tis labor force at all times during the term.
- 5.5. 5F shall cooperate with WILCO and WILCO's other contractors, design professionals, and consultants.
- 5.6. 5F may provide operator coaching and onsite training of select WILCO personnel, if requested.
- 5.7. 5F shall provide SDS sheets to WILCO representatives, upon request, for all products used as part of this Service.

- 5.8. 5F shall be responsible for all damages to WILCO facility or contents to the extent caused by 5F, their staff or subcontractors during the performance of their duties.
- 5.9. 5F agrees to abide by all applicable federal, state, and local safety requirements related to the Services, including but not limited to OSHA requirements, and 5F shall at all times maintain such training, certifications, and documentation required by such laws.

## **6. INDEPENDENT CONTRACTOR**

- 6.1. 5F shall at all times act as an independent contractor and, as such, no law, agreement or other arrangement that has the effect of concerning benefits upon officers or employees of WILCO shall be applicable to 5F in connection with the Services. 5F shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this Agreement.

## **7. SUBCONTRACTING**

- 7.1. No portion of the work covered under this Service may be subcontracted or assigned without prior approval of a WILCO Representative, which shall not be unreasonably withheld, conditioned, or delayed. Request to subcontract all or any portion of services required by 5F will be submitted to a WILCO Representative, at a minimum of three (3) business days in advance of the proposed effective date of the subcontract.
- 7.2. 5F shall be responsible for services provided by any subcontractor as if 5F were providing the services.

## **8. EMERGENCY CALL OUT SERVICE**

- 8.1. 5F shall provide twenty-four (24) hour emergency service, as needed, for WILCO facilities included in this agreement. Hours shall be Monday through Friday, 4:00PM to 7:00AM and twenty-four (24) hours each day on weekend and holidays. 5F shall have appropriate working personnel at designated site, ready to work, within four (4) hours of the callout. 5F shall respond to a WILCO Facilities Representative by telephone within ½ hour if the problem is capable of being corrected through the use of a web-capable electronic device to alleviate the source of the complaint. See Paragraph 2.3 pricing.

## **9. INSURANCE**

- 9.1. 5F shall maintain throughout the duration of this Agreement adequate insurance to cover such damages, demands, claims, losses, or liabilities resulting from 5F's performance of the Services which shall include:
- Commercial General Liability coverage in the amount of \$1,000,000 USD (per occurrence), combined Single Limit Liability for Bodily Injury and Property Damage subject to \$2,000,000 USD general aggregate including the following coverage/terms: premises and operations, products/completed operations, personal injury, XCU, independent contractors protective, defense costs outside the limits of liability, and occurrence-based policy.
  - Commercial Automotive Liability coverage in the amount of \$1,000,000 USD combined single limit of liability for bodily injury, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
  - Worker's Compensation Insurance covering 5F's employees. Worker's Compensation Coverage complying with the laws of the State of Texas and Employer's Liability Insurance with limits of: \$1,000,000 USD bodily injury by accident/each accident; \$1,000,000 USD bodily injury by disease/each employee;

- \$1,000,000 USD bodily injury by disease/policy limit; and
- Umbrella Liability coverage in the amount of \$5,000,000 USD per occurrence and in the aggregate with follow-form coverage applicable to underlying Commercial General and Commercial Automotive liability policies maintained by 5F.

## **10. TERM AND TERMINATION**

- 10.1. This Agreement commences on the Effective Date and will remain in effect for one (1) year from the Effective Date ("**Contract Duration**"), unless sooner terminated as provided in this Article 8. If WILCO chooses not to terminate this Agreement at the end of the Contract Duration, this Agreement shall be renewed annually by agreement of both Parties for a period of one (1) year.
- 10.2. This Agreement may be terminated at any time at the option of either party, without future or prospective liability or performance upon giving thirty (30) days written notice thereof. In the event of termination, WILCO will only be liable for its pro-rata share or services rendered and goods actually received. Notwithstanding the forgoing, WILCO will reimburse 5F for all non-cancelable obligations entered into by 5F, which WILCO has approved and for which 5F can show written proof of satisfactory to WILCO. WILCO shall also be responsible for all demobilization costs and other reasonable expenses actually incurred as a result of such termination by WILCO.
- 10.3. Payment for goods and Services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31<sup>st</sup> day after the later of (1) the date WILCO receives the goods under the contract; (2) the date the performance of the Service under the contract is completed; or (3) the date Williamson County Auditor receives an invoice for the goods or Services. Interest charges for any overdue payments shall be paid by the licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to one (1%) percent and (2) the prime rate published by The Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. 5F expressly acknowledges that invoices and supporting documentation must be submitted timely and in accordance with all laws governing Texas county finances, including but not limited to the Texas Constitution, the Texas Government Code and the policies of Williamson County Commissioners Court and Auditor's Office. If payments become overdue for more than sixty (60) days, then in addition to any other available rights and remedies available to 5F under this Agreement or under applicable laws or in equity, 5F shall have the right to terminate this Agreement for default, or suspend Services until payment is received and recover all related monies earned to-date and all related costs arising from or related to the suspension, including demobilization and remobilization costs associated with cancellation of 5F's vendors and subcontractors.
- 10.4. In case of material breach of any obligation contained in this Agreement by either Party (hereafter referred to as the "**Breaching Party**"), the other Party (hereafter referred to as the "**Non-Breaching Party**"), shall give the Breaching Party notice thereof and allow a ten (10) day period in which the Breaching Party shall institute efforts to cure the material breach. If the Breaching Party does not initiate such efforts within the ten (10) day period, the Non-Breaching Party shall have the right to terminate the Agreement as the date it first gave notice to the Breaching Party thereof.
- 10.5. In the event of termination or expiration of the Agreement, 5F agrees to return the remaining balance of any unused payments or other monies advanced to 5F by WILCO, if any.

10.6. To the extent that all payments have been received for all Work Orders between the Parties, in the event of termination or expiration of this Agreement, 5F shall promptly return all materials, and hand over all work in progress to WILCO.

10.7. The Work Orders entered into between Parties pursuant to the Agreement may be terminated individually for the specific assignment set out in such Work Order in accordance with the provisions set out in this Article 10. In the event that an individual Work Order is terminated in accordance with this Article 10, this Agreement and any remaining Work Orders or purchase orders continue to be in force and effective between the Parties.

## **11. INDEMNIFICATION**

11.1. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOICE), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY "THE INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORKSITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

11.2. TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOICE), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY "THE INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE; PROVIDED, HOWEVER, FOR THE AVOIDANCE OF DOUBT, ANY CLAIMS BASED ON A BREACH OF CONTRACT SHALL BE EXCLUDED FROM INDEMNIFICATION HEREUNDER.

11.3. Notwithstanding anything herein to the contrary, under no circumstances shall 5F be responsible for any indemnification obligations that result from, or relate to, acts or omissions of WILCO or its employees, agents, contractors, or any other third-party acting on WILCO's behalf.

## **12. WARRANTY**

12.1. 5F represents and warrants that it has the requisite skills, professional ability, and experience to perform the Services. 5F shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing services similar to the Services in the same locality.

12.2. 5F represents and warrants that it has the right to enter into this Agreement and perform the services, and that there are no restrictions imposed on it which would prevent it from performing the Services and complying with all provisions of this Agreement.

- 12.3. Unless as otherwise agreed upon by the Parties, any goods provided under this Agreement or any associated Work Order shall be free from defects in material or workmanship, shall be of new and good quality and fit for its intended purpose, and shall be in compliance with all standards generally accepted in the local industry.
- 12.4. 5F represents and warrants that, for the period beginning on the date 5F commences performance of the Services pursuant to each Work Order and terminating one (1) year from the substantial completion of the Services, the Services shall substantially comply with the requirements of the Work Order(s) and shall be free of any material defects.
- 12.5. At WILCO's and exclusive remedy 5F shall repair and/or replace any defective or non-conforming Services, at no charge to WILCO. Provided, however, 5F shall not be responsible for damage, defects, or deficiencies caused by: (.1) equipment abuses or misuse, (.2) work, installations, and/or modifications that are not performed by 5F; (.3) improper operation, and (.4) normal wear, tear, and usage.
- 12.6. **5F HAS NOT MADE AND DOES NOT MAKE ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER RELATING TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES REPRESENTATIONS AS TO: (.1) THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN, OR OPERATION OR PARTS OF EQUIPMENT; (2) THE SERVICES FITNESS FOR ANY PARTICULAR PURPOSE; (.3) THE QUALITY OF WORKMANSHIP; OR (.4) THE PERFORMANCE OR CAPACITY OF EQUIPMENT. ANY AND ALL SUCH OTHER WARRANTIES AND/OR REPRESENTATIONS ARE EXPRESSLY DISCLAIMED BY 5F.**

### **13. WAIVER OF CONSEQUENTIAL DAMAGES**

- 13.1. TO THE FULLEST EXTENT PERMITTED BY LAW, 5F SHALL NOT BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES SUFFERED BY WILCO UNDER ANY PART OF THIS AGREEMENT, WORK ORDER OR CHANGE ORDER WHETHER OR NOT THE POSSIBILITY OF SUCH LOST PROFITS OR DAMAGES HAS BEEN DISCLOSED TO 5F OR COULD HAVE BEEN REASONABLY FORESEEN BY 5F.

### **14. LIMITATION OF LIABILITY**

- 14.1. Notwithstanding any other provisions contained elsewhere in this Agreement or any Work Order to the contrary, (.1) the remedies stated in this Agreement are exclusive, and (.2) in no event shall the cumulative aggregate liability of 5F to WILCO for any damages, whether in contract, warranty, tort, negligence, strict liability, delay, error or omission, indemnity, or otherwise the for performance of the Services or breach of Agreement, or anything done in connection therewith, exceed ten (10%) percent of the Contract Price.

### **15. MISCELLANEOUS**

- 15.1. **Notices:** All notices, demands, requests, or other communications hereunder shall be made in writing and shall be personally delivered, sent by registered or certified mail, or sent by facsimile or electronic mail, addressed as follows:
- If to 5F HVAC Service:
    - 5-F Mechanical Group, Inc.  
Attn: Steve Pack

PO Box 81305 Austin, Texas 78708  
Phone: 512.771.5482  
Email: [steve.pack@5fmech.com](mailto:steve.pack@5fmech.com)

- If to 5F Plumbing Service:
  - 5-F Mechanical Group, Inc.  
Attn: Tommy Schwartz  
PO Box 81305 Austin, Texas 78708  
Phone: 512.269.6043  
Email: [tschwartz@5fmech.com](mailto:tschwartz@5fmech.com)
  
- If to WILCO:
  - Williamson County Facilities Department  
Attn: Assistant Director of Maintenance for Facilities  
3101 SE Inner Loop Georgetown, Texas 78726  
Phone: 512.943.1599  
Fax: 512.943.3888  
Email: [facilities@wilco.org](mailto:facilities@wilco.org)

Any such notice shall be deemed to be given and received on the day on which the correspondence was delivered or transmitted. Either Party may change its address for service from time to time by giving notice in writing thereof to the other Party in accordance with this Article.

15.2. **Entire Agreement Modifications:** This Agreement, together with any exhibits, constitutes the entire agreement between the Parties. No amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in writing and executed by both Parties.

15.3. **Severability:** If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remainder of this Agreement shall remain valid in full force and effect.

15.4. **Assignment:** This Agreement or any other obligation hereunder shall not be assigned by either Party without the prior written consent of the other Party.

15.5. **Third-Party Beneficiaries:** This Agreement is not intended to confer upon any non-Party any rights or remedies hereunder.

15.6. **Binding Effect:** Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, executors, administrators, legal representatives, and assigns.

15.7. **Waiver of Breach:** Failure of 5F to take action for nonperformance or for any breach of this Agreement shall not be construed as a waiver or relinquishment of any such term or condition, or of the right to enforce such term or condition in the event of any future reoccurring breach.

15.8. **Conflict:** To the extent any provision of this Agreement conflicts with any provision of any Work Order(s), the provisions of this Agreement shall govern unless the Work Order explicitly states otherwise.

15.9. **Dispute Resolution: Jurisdiction:** To the extent a dispute between the Parties arises from or relates to, (.1)





**5F Mechanical Group Inc.**

15705 Brenda Street  
Austin, TX 78728

T & M Number \_\_\_\_\_

DATE \_\_\_\_\_

Phone: 512-251-6880 Fax: 512-251-5591

Comments \_\_\_\_\_

Customer \_\_\_\_\_

Address \_\_\_\_\_

**DAILY TIMESHEET**

Work Description: \_\_\_\_\_

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Name	Hours			Name	Hours			HRS	X	\$
	ST	OT	PT		ST	OT	PT			

**Materials**

**Materials**


<b>Customer Rep: (printed name)</b>		
<b>Signature</b>	<b>Date:</b>	<b>Tax</b>
Complete <input type="checkbox"/> YES <input type="checkbox"/> NO	TACLA008268E RMP16699	



Master Service Agreement | Exhibit B

<b>Customer</b> <Insert WILCO Name> Attn: <CONTACT> <Insert WILCO Address> Tel: <PHONE> Fax: <FAX> Email: <EMAIL>	<b>SF Mechanical Group, Inc.</b> Attention: _____ PO Box 81305 Austin, Texas 78708 512.251.6880 <a href="http://www.5fmech.com">www.5fmech.com</a> <EMAIL>
---	---

<b>Project:</b>
<b>Contract Price:</b>
<b>Contract Time:</b>

Change Order Number: \_\_\_\_\_

This Change Order (the "Change Order") is made effective by and between WILCO and 5F and is issued and governed by that certain Master Services Agreement (the "Agreement") dated \_\_\_\_\_ between the Parties. Unless otherwise defined in this Change Order, capitalized terms shall have the meanings ascribed to them in the Agreement. The terms and conditions of the Agreement are fully incorporated into the Work Order, and all such terms and conditions are binding on the Parties.

WILCO agrees to pay for all changes in the Service performed by 5F under this Change Order according to the terms of the Agreement. The amount paid by WILCO shall be full compensation for all work requested and for effects of this change in the Work. The change, if any, in the Contract Price Amount shall be computed according to one of the following methods:

1. [ ] Lump Sum of [\$\_\_\_\_\_]
2. [ ] Costs Plus a Fee
3. [ ] Unit Price
4. [ ] Other
5. [ ] No Change

If Item 2, 3, or 4 is checked, 5F shall submit promptly to WILCO such itemized labor and material breakdowns as WILCO may reasonably require for Services performed or deleted from the Work Order issued pursuant to the Agreement as required by this Change Order. 5F shall include the amount of such change in its next invoice for payment.

The Contract Time, if affected by this Change Order, is modified as follows:

Add [ ] Business Days OR deduct [ ] Business Days

Original Work Order Amount or Contract Price: [ ]

Changes in Work Order Amount or Contract Price from previously approved Change Orders: [ ]

Revised Work Order Amount or Contract Price: [ ]

**Williamson County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SF Mechanical Group, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Exhibit C

HVAC & Plumbing Service Rates

(Effective 4/1/20 - 6/1/22)

	<u>Mechanic</u>	<u>Apprentice</u>
<b>Monday - Friday</b> 7:00 am - 4:00 pm	92.00	60.00
<b>Overtime</b> After 4:00 Monday - Friday	138.00	90.00
<b>Doubletime</b> Sundays & Holidays	184.00	120.00

**Commissioners Court - Regular Session****20.****Meeting Date:** 04/06/2021

Authorize issuing RFP T3711 Jail Lock Repairs, Preventative Maintenance, and Installation Services

**Submitted For:** Joy Simonton**Submitted By:** Johnny Grimaldo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Jail Lock Repairs, Preventative Maintenance, and Installation Services under, RFP T3711.

**Background**

Williamson County is soliciting sealed proposals for Jail Lock Repairs, Preventative Maintenance, and Installation Services. This is for the Williamson County Jail. The department point of contact is Shantil Moore and the funding source is 0100.1008.0509.4510.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.***Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing (Originator)	Joy Simonton	03/31/2021 03:58 PM
County Judge Exec Asst.	Andrea Schiele	03/31/2021 04:52 PM
Form Started By: Johnny Grimaldo		Started On: 03/31/2021 08:18 AM
Final Approval Date: 03/31/2021		

**Commissioners Court - Regular Session**

**21.**

**Meeting Date:** 04/06/2021

North Campus Facilities P324 Vaughn CO 74

**Submitted For:** Dale Butler

**Submitted By:** Wendy Danzoy, Building Maintenance

**Department:** Building Maintenance

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on accepting and approving a report on the Williamson County North Campus Facilities Project (P324) Vaughn Construction Change Order #75 in the amount of (\$87,629.44.) This is a deductive change order crediting the owner.

**Background**

This change order is to credit unused funds back to Williamson County and to finalize the contract amount.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

North Campus Vaughn CO 75

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Hal Hawes	Hal Hawes	03/31/2021 01:11 PM
County Judge Exec Asst.	Andrea Schiele	03/31/2021 03:13 PM
Form Started By: Wendy Danzoy		Started On: 03/31/2021 12:17 PM
Final Approval Date: 03/31/2021		



**AIA**<sup>®</sup>

# Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Williamson County  
North Campus Facility  
3171 SE Inner Loop  
Georgetown, TX 78626

**CONTRACT INFORMATION:**  
Contract For: Construction Manager at Risk  
Date: 12/17/2015

**CHANGE ORDER INFORMATION:**  
Change Order Number: 075  
Date: 3/19/2021

**OWNER:** *(Name and address)*  
Williamson County, Texas  
710 Main Street, Suite 101  
Georgetown, TX 78626

**ARCHITECT:** *(Name and address)*  
BLGY Architecture  
2204 Forbes Drive, Ste. 101  
Austin, Tx 78754

**CONTRACTOR:** *(Name and address)*  
J.T. Vaughn Construction, LLC  
10355 Westpark Drive  
Houston, TX 77042

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

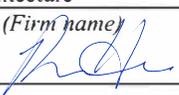
Deduct unused funds back to Williamson County and finalizing the contract amount.

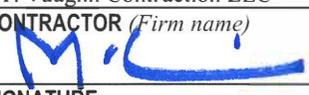
The original Contract Sum was	\$	21,530,926.00
The net change by previously authorized Change Orders	\$	2,346,631.00
The Contract Sum prior to this Change Order was	\$	23,877,557.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	87,629.44
The new Contract Sum including this Change Order will be	\$	23,789,927.56

The Contract Time will be increased by Zero (00) days.  
The new date of Substantial Completion will be 04/15/2020

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

BLGY Architecture  
 ARCHITECT *(Firm name)*  
  
 SIGNATURE  
 Brody Harris PM  
 PRINTED NAME AND TITLE  
 3/25/2021  
 DATE

J.T. Vaughn Construction LLC  
 CONTRACTOR *(Firm name)*  
  
 SIGNATURE  
 Mike Simpson  
 PRINTED NAME AND TITLE  
 3/24/2021  
 DATE

Williamson County, Texas  
 OWNER *(Firm name)*  
 SIGNATURE  
 PRINTED NAME AND TITLE  
 DATE

**Commissioners Court - Regular Session****22.****Meeting Date:** 04/06/2021

Justice Center ADA Crosswalk Reliance WA6

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a report on the Williamson County Justice Center ADA Crosswalk Work Authorization #6 with Reliance Architecture, LLC, in the amount of \$23,410 to expire on October 5, 2021. This project will be funded under 100.1009.4509.

**Background**

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

**Attachments**

CJC ADA Crosswalk Reliance WA6

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Andrea Schiele	03/31/2021 03:14 PM
Form Started By: Wendy Danzoy		Started On: 03/31/2021 12:19 PM
Final Approval Date: 03/31/2021		



## WORK AUTHORIZATION NO. 6

**PROJECT:** Justice Center ADA Crosswalk ("Project")

**ARCHITECT/  
ENGINEER:**

**Reliance Architecture, LLC** ("A/E")  
Antonio Naylor, AIA, ALEP, Principal Architect  
1306 Barrington Dr  
Austin, Texas 78753

**COUNTY'S DESIGNATED**

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

**THIS WORK AUTHORIZATION NO. 6**, is made pursuant to the terms and conditions of the First Amended and Restated Agreement for Architectural and Engineering Services dated **November 24, 2020**, and becomes effective as of the latest date of the signatories indicated at the conclusion of this document and all attachments (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

### ARTICLE 1

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

### ARTICLE 2

The maximum amount payable to A/E for Basic Services under this Work Authorization without modification is **Twenty-Three Thousand Four Hundred Ten Dollars (\$23,410)**, as set forth in **Attachment B** of this Work Authorization. Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Agreement.

### ARTICLE 3

This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **October 5, 2021**, as set forth in **Attachment C** of this Work Authorization. The Design and Engineering Services set forth in **Attachment A** of this

Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

**ARTICLE 4**

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

**ARTICLE 5**

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

**ARTICLE 6**

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

**ARTICLE 7**

This Work Authorization is hereby accepted and acknowledged below.

**A/E:**

**COUNTY:**

Reliance Architecture, LLC

Williamson County, Texas

By:   
Signature

By: \_\_\_\_\_  
Signature

Antonio Naylor  
Printed Name

\_\_\_\_\_  
Printed Name

Prresiden/Principal  
Title

\_\_\_\_\_  
Title

Date Signed: March 30, 2021

Date Signed: \_\_\_\_\_

## ATTACHMENT A

### BASIC SCOPE OF SERVICES

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

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

These services may include, but are not limited to as-built drawings, programming, civil, landscape and irrigation, cost estimates and construction administration,

and specialized studies and analyses as agreed to by County and A/E.

#### GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice

until County accepts the submittal as reasonably complete.

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

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

**SCOPE OF WORK:**

Williamson County Justice Center  
405 MLK  
Georgetown, TX 78626  
Funding Source: 4509

Reconstruct crossing at 4<sup>th</sup> St. and Martin Luther King St. to create accessible pedestrian crossing to connect building entrance to nearest accessible parking location.



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

**Phase I - SCHEMATIC DESIGN – Program, Plans, Outline Specifications and Estimate**

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

- A. Perform site Survey.
- B. Investigate site/facility and verify known existing or available utility locations.
- C. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.
- D. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase II - DESIGN DEVELOPMENT - Plans, Specifications and Estimate**

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

- A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.
- B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.
- C. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase III - CONSTRUCTION DOCUMENTS - Plans, Specifications, and Estimate**

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

- A. Prepare complete plans, specifications, and engineering calculations (without professional seals) setting forth in detail the work required for the structural, mechanical, plumbing, and electrical work.
- B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

- C. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.
- D. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:**

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

- A. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
- B. Receive and respond to permitting comments by the local jurisdiction having review authority.
- C. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- D. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION**

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

- A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
- B. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:**

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Review and submit copies of each shop drawing and submittal of materials and equipment to County.
- C. Conduct site visits with personnel technically qualified by education and

experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

- D. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.
- E. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.
- F. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.
- G. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.
- H. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:**

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.
- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

## ATTACHMENT B

### FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		<b>\$ 23,410</b>	100%
38%	<b>Reliance Architecture</b>	<b>\$ 8,910</b>	
62%	<b>Civil Engineering Services</b>	<b>\$ 14,500</b>	
<b>Phase I - SCHEMATIC DESIGN/ SURVEY</b>		<b>\$ 3,325</b>	14%
	Reliance Architecture	\$ 825	
	Civil Engineering Services	\$ 2,500	
<b>Phase II - DESIGN DEVELOPMENT</b>		<b>\$ 6,150</b>	26%
	Reliance Architecture	\$ 1,650	
	Civil Engineering Services	\$ 4,500	
<b>Phase III - CONSTRUCTION DOCUMENTS</b>		<b>\$ 8,300</b>	35%
	Reliance Architecture	\$ 3,300	
	Civil Engineering Services	\$ 5,000	
<b>Phase IV - REGULATORY REVIEW AND PERMITS</b>		<b>\$ -</b>	0%
	Reliance Architecture	\$ -	
	Civil Engineering Services	\$ -	
<b>Phase V - BIDDING, AWARD, AND EXECUTION</b>		<b>\$ 1,485</b>	6%
	Reliance Architecture	\$ 1,485	
	Civil Engineering Services	\$ -	
<b>Phase VI - CONSTRUCTION ADMINISTRATION</b>		<b>\$ 4,150</b>	18%
	Reliance Architecture	\$ 1,650	
	Civil Engineering Services	\$ 2,500	
<b>Phase VII - PROJECT CLOSE-OUT</b>		<b>\$ -</b>	0%
	Reliance Architecture	\$ -	
	Civil Engineering Services	\$ -	

## ATTACHMENT C

### PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Work Authorization within **One Hundred Eighty-Two (182) calendar days** from the date of this Work Authorization.

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

The schedule below indicates various project milestones and target dates. Standard end-of-phase review periods for County shall be (5) business days minimum.

Work Authorization Execution Date **04/06/21**

#### **Phase I - SCHEMATIC DESIGN/ SURVEY**

---

Preliminary Scope and Budget analysis deliverables	04/13/21
30% Plans, Specifications and Estimate & Survey deliverables	04/20/21
County written authorization to proceed to next phase	04/27/21

#### **Phase II - DESIGN DEVELOPMENT**

---

60% Plans, Specifications and Estimate deliverables	05/04/21
County written authorization to proceed to next phase	05/11/21

#### **Phase III - CONSTRUCTION DOCUMENTS**

---

Site Development Plans application submittal to City	04/16/21
Complete Plans, Specifications and Estimate deliverables	05/25/21
County written authorization to proceed to next phase	06/01/21

#### **Phase IV - REGULATORY REVIEW AND PERMITS**

---

Sealed Plans and Specifications and Estimate deliverables to County	06/02/21
Plans submittal to TDLR and Permit application submittal to City	06/02/21
Construction Permits received from City	06/16/21

**Phase V - BIDDING, AWARD, AND EXECUTION**

---

Permitted Plans and Specifications and Estimate deliverables to County	06/17/21
County advertises project for Bid	06/24/21
Contract Award	07/08/21

**Phase VI - CONSTRUCTION ADMINISTRATION\***

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Contractor Notice to Proceed	07/15/21
Construction Substantial Completion	09/01/21

**Phase VII - PROJECT CLOSE-OUT**

---

Record Documents deliverables	09/01/21
Agreement Termination Date	10/05/21

**Commissioners Court - Regular Session**

**23.**

**Meeting Date:** 04/06/2021

Surveying And Mapping 2586 WA6 Durham Park Ph III

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards,  
Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 6 in the amount of \$73,953.00 to expire on August 31, 2021 under Williamson County Contract for Surveying Services between Surveying And Mapping LLC and Williamson County dated May 19, 2020 for Design Survey & ROW delineation within Durham Park Subdivision Phase III. Funding source: P498.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Surveying And Mapping 2586 WA6 Durham Park Ph III

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Hal Hawes	Hal Hawes	03/31/2021 11:01 AM
County Judge Exec Asst.	Andrea Schiele	03/31/2021 11:24 AM
Form Started By: Vicky Edwards		Started On: 03/09/2021 09:45 AM
Final Approval Date: 03/31/2021		

**WORK AUTHORIZATION NO. 6**

**PROJECT: Design Survey & ROW delineation within Durham Park Subdivision Phase III**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Surveying And Mapping, LLC (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying 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 \$73,953.00.

Part 3. Payment to the Surveyor 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 August 31, 2021. The Surveying 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. Surveyor 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 Surveyor 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 Surveyor.

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

SURVEYOR:

Surveying And Mapping, LLC (SAM)

COUNTY:

Williamson County, Texas

By:   
Signature

By: \_\_\_\_\_  
Signature

**Scott Brashear**  
Printed Name

**Bill Gravell, Jr.**  
Printed Name

**Project Manager**  
Title

**Williamson County Judge**  
Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

## Attachment A - Services to be Provided by County

The County shall:

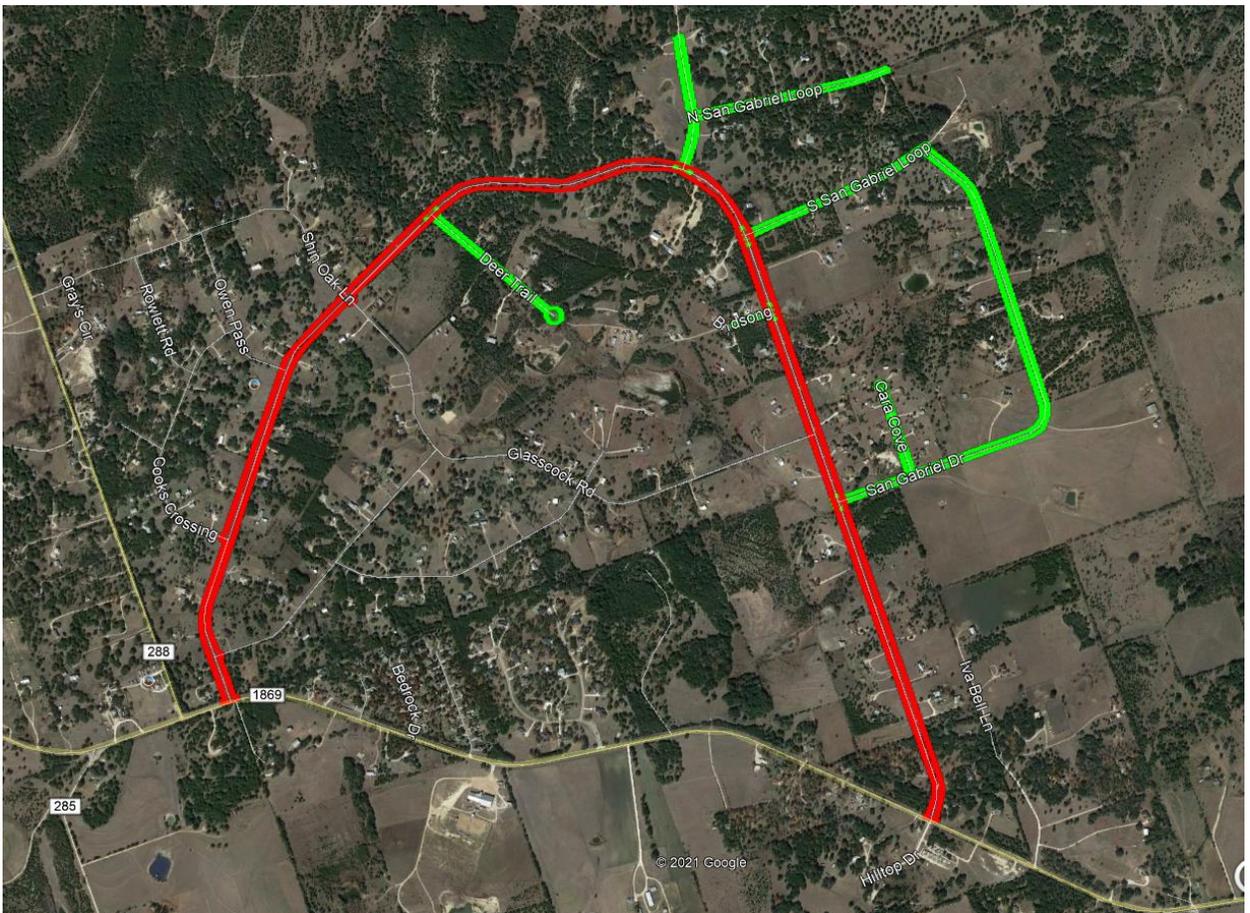
- A. Designate a project manager to serve as the County's point of contact with the Surveyor.
- B. Provide the specification requirements for all surveys.
- C. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in Attachment C.
- D. The horizontal datum for this project will be NAD83 (2011) Texas Coordinate System, Central zone, with a scale factor of 1.00012 or as provided by the county.
- E. Vertical values for this project will be based on NAVD88, GEOID 12B.
- F. It is assumed that Right-of-Entry (ROE) will not be required during this Work Authorization. If ROE is required, Williamson County will coordinate with the Property Owners prior to the Surveyor entering private property.

Attachment B - Services to be Provided by Surveyor (SAM)

**Project Limits –**

Throughout Durham Park Subdivision Phase III, Double File Trace (~14,950') from the western intersection of Double File Trace and FM 1869 to the eastern intersection of FM 1869. Approximate project limits depicted in red below in Exhibit "A". Durham Park Phase III will be merged with WA 4 Durham Park Phase 1 as depicted in green

Exhibit "A"



**Project Control**

The Surveyor shall establish horizontal & vertical control including a minimum of 4 points within the survey project limits at Durham Park subdivision. The survey control points (5/8" iron rods with aluminum caps set in concrete) will be set in locations that will likely

be undisturbed by construction or maintenance. The project control will be placed on horizontal & vertical datum's [NAD83/2011/NAVD88 values (Texas Coordinate System, Central Zone)] with a scale factor of 1.00012 or as provided by the county. Elevations will be derived from GPS observations using Geoid 2012B model. Secondary control points will be set throughout the project corridors as needed to complete the scope of work.

### **Design/Topographic Survey**

- I. SAM will obtain design survey data within the project limits at approximate 50' intervals and major grade breaks necessary to produce a one-foot interval contour DTM. This data will typically include as follows: edge of pavement/gutter & back of curb, crown (physical centerline), roadway striping, top and bottom of drainage ditches, sidewalk, fences, guardrails, signs (with text), mailboxes, retaining walls, paved areas, buildings, driveways (with type noted), driveway pipes, visible utilities and visible evidence of underground utilities only. Design survey limits will be from fence line to fence line within the existing right-of-way. No trees will be located during this work authorization.

### **Right-of-Way Delineation Survey**

- I. Upon notice to proceed, the Surveyor will conduct research at the Williamson County Appraisal District/County Clerk's Office in order to obtain the most recent plat & right-of-way information. The Surveyor will recover monuments/front property corners marking the existing ROW lines (if any). This shall be done in conjunction with the design survey. Utilizing the records research and data collected from the field survey, the Surveyor shall determine locations of the existing ROW lines.

### **Project Deliverables (same deliverables for each site)**

- a. 2D planimetrics & 3D DTM (Microstation V8i)
- b. GPK & TIN file
- c. 1-Foot Contour map in Microstation V8i DGN format
- d. 2D DGN of existing ROW delineation
- e. Survey Control Sheets (PDF signed/sealed by an RPLS)
- f. PDF Field Book copies
- g. ASCII file of points

ADDITIONAL SERVICES - In addition to the services described in the foregoing Scope of Services, the SURVEYOR can provide additional services if requested by Williamson County, on a time and materials basis, after submittal of an estimated budget and receipt of written authorization. These additional services could include, but are not limited to, the following:

- ROW surveying and mapping services beyond that scoped herein
- Replacement of any missing control monumentation
- Subsurface Utility Engineering services.
- Additional surveying to support engineering and or architectural design, beyond the scope described herein.
- Obtaining permission to access adjoining properties.
- Providing construction surveying or layout services
- Safeguarding or maintenance of control or benchmarks during construction.

**ATTACHMENT C - WORK SCHEDULE**

Surveying and Mapping, LLC

	Week 1 (3/22)	Week 2 (3/29)	Week 3 (4/5)	Week 4 (4/12)	Week 5 (4/19)	Week 6 (4/26)	Week 7 (5/3)
Verify/Establish Project Control							
Collect Design Survey							
Locate Existing Right of Way							
QA/QC & Prepare Final Deliverables							
Williamson County Review							

\* Dependant upon weather

**ATTACHMENT D  
TIME & MATERIALS PAYMENT BASIS  
SURVEY SERVICES**

Project: WA # 6 Durham Park Subdivision Phase III Topo & ROW Delineation

Proposal Number: 1019052774F

TASK DESCRIPTION	SENIOR PROJECT MANAGER	PROJECT MANAGER	STAFF SURVEYOR	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	FIELD COORDINATOR	ADMIN/CLERICAL	TOTAL LABOR HRS. & COSTS
<b>Control Survey</b>	2	2		4	8	20		0.5		\$5,056.50
<b>Topo/ROW Survey</b>	2	12		30	50	240	20	6.5		\$52,262.50
<b>Abstract Map</b>	2	5	10	30	20					\$7,770.00
<b>Final Deliverables</b>	2	5		6	4					\$2,212.00
										\$0.00
<b>SUB-TOTALS</b>	8	24	10	70	82	260	20	7	0	\$67,301.00
<b>HOURS SUB-TOTALS</b>	8	24	10	70	82	260	20	7	0	481
<b>CONTRACT RATE PER HOUR</b>	\$180.00	\$160.00	\$135.00	\$110.00	\$98.00	\$155.00	\$195.00	\$105.00	\$75.00	
<b>TOTAL LABOR COSTS</b>	\$1,440.00	\$3,840.00	\$1,350.00	\$7,700.00	\$8,036.00	\$40,300.00	\$3,900.00	\$735.00	\$0.00	\$67,301.00

<b>OTHER DIRECT EXPENSES</b>		# OF UNITS	COST/UNIT							
Mileage (number x current state rate)		2950	\$0.560							\$1,652.00
GPS Receiver		200	\$25.00							\$5,000.00
										\$0.00
										\$0.00
<b>SUBTOTAL DIRECT EXPENSES</b>										<b>\$6,652.00</b>

<b>SUMMARY</b>		
	LABOR COSTS	\$67,301.00
	NON-SALARY (OTHER DIRECT EXPENSES)	\$6,652.00
	<b>TOTAL SAM SURVEY</b>	<b>\$73,953.00</b>

**Commissioners Court - Regular Session**

**24.**

**Meeting Date:** 04/06/2021

Rifeline 1812-284 WA11 SA1 Public Involvement Corridor F

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards,  
Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 11 under Williamson County Contract between Rifeline, LLC and Williamson County dated March 26, 2019 for Public Involvement Corridor F. Funding source: 01.0200.0210.004100.

**Background**

This supplemental is to extend the expiration date to March 12, 2022.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Rifeline 1812-284 WA11 SA1 Public Involvement Corridor F

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Hal Hawes	Hal Hawes	03/29/2021 10:58 AM
County Judge Exec Asst.	Andrea Schiele	03/29/2021 11:40 AM
Form Started By: Vicky Edwards		Started On: 03/29/2021 10:15 AM
Final Approval Date: 03/29/2021		

**SUPPLEMENTAL NO. 1**  
**TO**  
**WORK AUTHORIZATION NO. 11**  
**ROAD & BRIDGE**

This Work Authorization (“WA”) is made pursuant to the terms and conditions of the Public Involvement Services Agreement executed by and between Williamson County, Texas (“County”) and Rifeline, LLC (“Firm”) on March 26, 2019 (“Agreement”) and describes the particular Services that shall be provided to County by Firm hereunder.

**1. Primary Services to Be Provided by Firm to County:**

Firm shall provide the following Services to County:

The Firm will provide the following public involvement services for Road & Bridge, including general needs and any projects that are specific to Road & Bridge: Develop public involvement plans, fact sheets, frequently asked questions, website copy, including updates, maintain stakeholder database and listening log, coordinate, prepare, and facilitate property owner, stakeholder, and community meetings, conduct ongoing communications with property owners and the community at large.

**2. County's Responsibilities (if applicable):**

County shall provide the following:

The County will provide direction to the public involvement team, availability for meetings as necessary, review and approval of strategy and materials.

**3. Compensation Specific to this WA:**

The maximum amount of compensation payable for Services under this WA without modification is **\$100,000.00**. **No Change**

**4. Expenses Specific to this WA (if applicable):**

The County will pay the Firm up to a maximum amount of **\$20,000.00**. for expenses actually incurred during the performance of the Services to be performed under this WA. **No Change**

**5. Payment Terms:**

All invoices are due and payable in accordance with the terms of the Agreement.

**6. Time for Performance Specific to this WA:**

The Services to be performed under this WA shall be completed on or before March 12, 2022.

**7. Incorporation by Reference; Conflicting Terms and Conditions:**

All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this WA, the terms and conditions of the Agreement shall control unless this WA specifically states that the parties intend to modify a specific term or condition of the Agreement.

**WITNESS WHEREOF** each County and Firm has caused its authorized representatives to

execute and deliver this WA effective as of the date of \_\_\_\_\_.

**RIFELINE, LLC**

BY: \_\_\_\_\_

NAME: Lynda Rife

TITLE: President

DATE: 03/23/2021

**WILLIAMSON COUNTY, TEXAS**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Commissioners Court - Regular Session****25.****Meeting Date:** 04/06/2021

Awarding IFB # T2910 County Road Seal Coat FY 21 Improvements

**Submitted For:** Joy Simonton**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding IFB #T2910 County Road Seal Coat FY 21 Improvements to CK Newberry, LLC in an amount not to exceed \$849,561.96 and authorizing execution of the agreement.

**Background**

Purchasing solicited bids for County Road Seal Coat. 2,562 suppliers were invited to bid of which seven (7) suppliers viewed the bid documents and four (4) suppliers responded. CK Newberry, LLC was determined to be the lowest responsive bidder. Staff is recommending award to CK Newberry, LLC in an amount not to exceed \$849,561.96. The Road and Bridge Department point of contact is Terron Evertson. Funds are budgeted in the FY 21 funding source 01.0200.0210.003599.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

award letter

Contract

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing (Originator)	Joy Simonton	03/31/2021 03:27 PM
County Judge Exec Asst.	Andrea Schiele	03/31/2021 04:49 PM
Form Started By: Andrew Portillo		Started On: 03/30/2021 10:03 AM
Final Approval Date: 03/31/2021		



February 9, 2021

Mr. Randy Barker  
Director/Purchasing Agent  
Williamson County Purchasing Department  
100 Wilco Way  
Georgetown, Texas 78626

Subject: Recommendation for County Road Seal Coat FY 21 - IFB T2910

Please find below the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (CK Newberry LLC) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. CK Newberry LLC - \$849,561.96
2. D.I.J. Construction, Inc. - \$876,319.33
3. Fuquay, Inc. - \$944,100.15
4. F.N. Ploch Construction - \$988,283.20

The Contractor's low base bid is \$365,520.04 below the Engineer's Estimate, a cost decrease of 30.1%.

In addition to meeting the bid qualifications subject to being low bidder, CK Newberry LLC has performed similar work on other projects and received positive references from those contacted. Based on the low bid of \$849,561.96, I recommend to the Williamson County Commissioner's Court that they award CK Newberry LLC the contract for the County Road Seal Coat FY 21 project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Terron Everton, P.E.', is written over a faint, illegible printed name.

J. Terron Everton, P.E.  
County Engineer



## Agreement for Construction Services

This Agreement (“Agreement”) between Williamson County, Texas, a political subdivision of the State of Texas (“Owner”) and CK Newberry LLC (“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 # T2910, County Road Seal Coat FY 21; 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 Eight Hundred Forty Nine Thousand Five Hundred Sixty One Dollars and Ninety Six Cents (\$849,561.96) in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

**As described in the IFB Solicitation #T2910, 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: \_\_\_\_\_25\_\_\_\_\_ 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 \_\_\_30\_\_\_ 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 be 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, Contractor 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 <i>(including premises, completed operations and contractual)</i>	\$ 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, its 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 policies. 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 claiming 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 (21<sup>st</sup>) 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"):

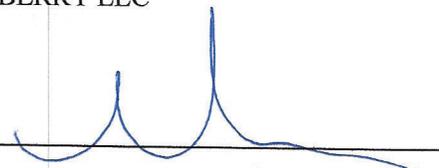
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**CONTRACTOR:**

CK NEWBERRY LLC

By:  \_\_\_\_\_

Printed Name: Joey Newberry

Title: President

Date: 3/1/21

Contractor's Designated Representative:

Thomas Pena  
\_\_\_\_\_  
\_\_\_\_\_

Phone 830-583-3717

Fax 830-583-3746

**Commissioners Court - Regular Session**

**26.**

**Meeting Date:** 04/06/2021

Award IFB T3171 Corrugated Metal Piping

**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 IFB #T3171 Corrugated Metal Piping to the lowest responsive bidder Contech Engineering Solutions LLC.

**Background**

The Purchasing Department solicited sealed bids for IFB #T3171 Corrugated Metal Piping. Three (3) suppliers participated with only one (1) supplier submitting a bid response. Road and Bridge reviewed the submittal and recommended that Contech Engineering Solutions LLC be awarded as noted in the award recommendation letter. This is a commodity contract utilized as needed. The Road and Bridge Department Contact is James Williams. Funding source: 01.0200.0210.003597.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Recommendation Letter

Price Proposal

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing (Originator)	Joy Simonton	03/31/2021 03:13 PM
County Judge Exec Asst.	Andrea Schiele	03/31/2021 03:15 PM
Form Started By: Kim Chappius		Started On: 03/30/2021 04:04 PM
Final Approval Date: 03/31/2021		



March 26, 2021

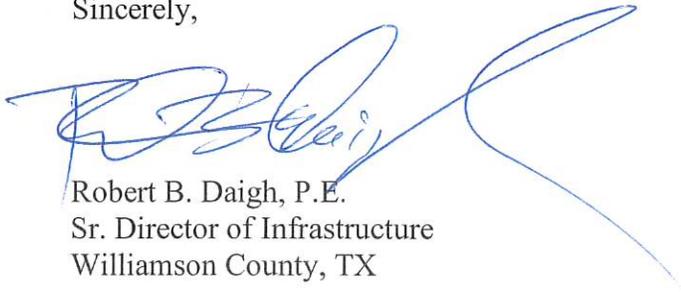
Ms. Joy Simonton  
Director/Purchasing Agent  
Williamson County Purchasing Department  
100 Wilco Way, Suite P101  
Georgetown, Texas 78626

Subject: Recommendation for IFB #T3171 – Corrugated Metal Piping

After reviewing all the pertinent information, we have concluded that Contech Engineered Solutions LLC submitted the overall lowest and best offer for the T3171 bid, Corrugated Metal Piping. I recommend to the Williamson County Commissioners Court that they award Contech Engineered Solutions LLC the vendor for IFB #T3171 – Corrugated Metal Piping.

Please feel free to contact me if you have any questions or concerns.

Sincerely,



Robert B. Daigh, P.E.  
Sr. Director of Infrastructure  
Williamson County, TX

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
<b>1</b>	<b>ROUND - GALVANIZED CMP</b>		
1.1	CMP (GAL STL 12 IN)	LF	\$ 11.34
1.2	CMP (GAL STL 15 IN)	LF	\$ 13.61
1.3	CMP (GAL STL 18 IN)	LF	\$ 17.01
1.4	CMP (GAL STL 24 IN)	LF	\$ 21.55
1.5	CMP (GAL STL 30 IN)	LF	\$ 27.22
1.6	CMP (GAL STL 36 IN)	LF	\$ 34.45
1.7	CMP (GAL STL 42 IN)	LF	\$ 40.39
1.8	CMP (GAL STL 48 IN)	LF	\$ 57.03
1.9	CMP (GAL STL 54 IN)	LF	\$ 64.80
1.10	CMP (GAL STL 60 IN)	LF	\$ 71.28
1.11	CMP (GAL STL 72 IN)	LF	\$ 85.54
<b>2</b>	<b>ROUND - GALVANIZED SET</b>		
2.1	SET (TY II)(12 IN)(CMP)(6:1)	EA	\$ 164.82
2.2	SET (TY II)(12 IN)(CMP)(4:1)	EA	\$ 126.30
2.3	SET (TY II)(12 IN)(CMP)(3:1)	EA	\$ 107.04
2.4	SET (TY II)(15 IN)(CMP)(6:1)	EA	\$ 226.46
2.5	SET (TY II)(15 IN)(CMP)(4:1)	EA	\$ 168.68
2.6	SET (TY II)(15 IN)(CMP)(3:1)	EA	\$ 139.79
2.7	SET (TY II)(18 IN)(CMP)(6:1)	EA	\$ 324.90
2.8	SET (TY II)(18 IN)(CMP)(4:1)	EA	\$ 238.93
2.9	SET (TY II)(18 IN)(CMP)(3:1)	EA	\$ 194.90
2.10	SET (TY II)(24 IN)(CMP)(6:1)	EA	\$ 512.73
2.11	SET (TY II)(24 IN)(CMP)(4:1)	EA	\$ 365.34
2.12	SET (TY II)(24 IN)(CMP)(3:1)	EA	\$ 292.16
2.13	SET (TY II)(30 IN)(CMP)(6:1)	EA	\$ 781.59
2.14	SET (TY II)(30 IN)(CMP)(4:1)	EA	\$ 550.47
2.15	SET (TY II)(30 IN)(CMP)(3:1)	EA	\$ 434.91
2.16	SET (TY II)(36 IN)(CMP)(6:1)	EA	\$ 1115.23
2.17	SET (TY II)(36 IN)(CMP)(4:1)	EA	\$ 780.11
2.18	SET (TY II)(36 IN)(CMP)(3:1)	EA	\$ 612.54
2.19	SET (TY II)(42 IN)(CMP)(6:1)	EA	\$ 1578.68
2.20	SET (TY II)(42 IN)(CMP)(4:1)	EA	\$ 1097.38
2.21	SET (TY II)(42 IN)(CMP)(3:1)	EA	\$ 856.72
2.22	SET (TY II)(48 IN)(CMP)(6:1)	EA	\$ 2073.63
2.23	SET (TY II)(48 IN)(CMP)(4:1)	EA	\$ 1458.25
2.24	SET (TY II)(48 IN)(CMP)(3:1)	EA	\$ 1150.86
2.25	SET (TY II)(54 IN)(CMP)(6:1)	EA	\$ 2222.64
2.26	SET (TY II)(54 IN)(CMP)(4:1)	EA	\$ 1639.44
2.27	SET (TY II)(54 IN)(CMP)(3:1)	EA	\$ 1347.84
2.28	SET (TY II)(60 IN)(CMP)(6:1)	EA	\$ 2666.94
2.29	SET (TY II)(60 IN)(CMP)(4:1)	EA	\$ 1984.03
2.30	SET (TY II)(60 IN)(CMP)(3:1)	EA	\$ 1249.98
2.31	SET (TY II)(72 IN)(CMP)(6:1)	EA	\$ 3728.28
2.32	SET (TY II)(72 IN)(CMP)(4:1)	EA	\$ 2701.55
2.33	SET (TY II)(72 IN)(CMP)(3:1)	EA	\$ 2188.63
<b>3</b>	<b>DESIGN ARCH GALVANIZED CMPA</b>		
3.1	CMP AR (GAL STL DES 1)	LF	\$ 14.97
3.2	CMP AR (GAL STL DES 2)	LF	\$ 18.73

3.3	CMP AR (GAL STL DES 3)	LF	\$23.71
3.4	CMP AR (GAL STL DES 4)	LF	\$29.94
3.5	CMP AR (GAL STL DES 5)	LF	\$37.90
3.6	CMP AR (GAL STL DES 6)	LF	\$44.43
3.7	CMP AR (GAL STL DES 7)	LF	\$62.73
3.8	CMP AR (GAL STL DES 8)	LF	\$71.28
3.9	CMP AR (GAL STL DES 9)	LF	\$78.41
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
<b>4</b>	<b>DESIGN ARCH - GALVANIZED SET</b>		
4.1	SET (TY II)(DES 1)(CMP)(6:1)	EA	\$260.29
4.2	SET (TY II)(DES 1)(CMP)(4:1)	EA	\$193.88
4.3	SET (TY II)(DES 1)(CMP)(3:1)	EA	\$160.67
4.4	SET (TY II)(DES 2)(CMP)(6:1)	EA	\$373.44
4.5	SET (TY II)(DES 2)(CMP)(4:1)	EA	\$248.99
4.6	SET (TY II)(DES 2)(CMP)(3:1)	EA	\$224.03
4.7	SET (TY II)(DES 3)(CMP)(6:1)	EA	\$588.19
4.8	SET (TY II)(DES 3)(CMP)(4:1)	EA	\$419.94
4.9	SET (TY II)(DES 3)(CMP)(3:1)	EA	\$335.82
4.10	SET (TY II)(DES 4)(CMP)(6:1)	EA	\$898.38
4.11	SET (TY II)(DES 4)(CMP)(4:1)	EA	\$632.72
4.12	SET (TY II)(DES 4)(CMP)(3:1)	EA	\$499.89
4.13	SET (TY II)(DES 5)(CMP)(6:1)	EA	\$1281.88
4.14	SET (TY II)(DES 5)(CMP)(4:1)	EA	\$896.67
4.15	SET (TY II)(DES 5)(CMP)(3:1)	EA	\$704.07
4.16	SET (TY II)(DES 6)(CMP)(6:1)	EA	\$1814.57
4.17	SET (TY II)(DES 6)(CMP)(4:1)	EA	\$1261.35
4.18	SET (TY II)(DES 6)(CMP)(3:1)	EA	\$984.73
4.19	SET (TY II)(DES 7)(CMP)(6:1)	EA	\$2382.79
4.20	SET (TY II)(DES 7)(CMP)(4:1)	EA	\$1676.15
4.21	SET (TY II)(DES 7)(CMP)(3:1)	EA	\$1322.82
4.22	SET (TY II)(DES 8)(CMP)(6:1)	EA	\$3265.45
4.23	SET (TY II)(DES 8)(CMP)(4:1)	EA	\$2246.28
4.24	SET (TY II)(DES 8)(CMP)(3:1)	EA	\$1736.76
4.25	SET (TY II)(DES 9)(CMP)(6:1)	EA	\$4285.38
4.26	SET (TY II)(DES 9)(CMP)(4:1)	EA	\$3105.57
4.27	SET (TY II)(DES 9)(CMP)(3:1)	EA	\$2515.67
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
<b>5</b>	<b>DESIGN ARCH/ROUND BANDS (INCLUDE NUTS &amp; BOLTS)</b>		
5.1	BAND (12" DIA X 1' WIDE)	EA	\$22.68
5.2	BAND (15" DIA X 1' WIDE)	EA	\$27.22
5.3	BAND (18" DIA x 1' WIDE)	EA	\$37.02
5.4	BAND (24" DIA x 1' WIDE)	EA	\$43.09
5.5	BAND (30" DIA X 1' WIDE)	EA	\$54.43
5.6	BAND (36" DIA X 1' WIDE)	EA	\$68.91
5.7	BAND (42" DIA X 1' WIDE)	EA	\$80.79
5.8	BAND (48" DIA X 1' WIDE)	EA	\$114.05
5.9	BAND (48" DIA X 2' WIDE)	EA	\$171.07
5.10	BAND (54" DIA X 1' WIDE)	EA	\$129.60
5.11	BAND (54" DIA X 2' WIDE)	EA	\$388.80
5.12	BAND (60" DIA X 1' WIDE)	EA	\$142.56
5.13	BAND (60" DIA X 2' WIDE)	EA	\$213.84
5.14	BAND (72" DIA X 1' WIDE)	EA	\$171.07
5.15	BAND (72" DIA X 2' WIDE)	EA	\$256.61

**Commissioners Court - Regular Session**

**27.**

**Meeting Date:** 04/06/2021

M&S 2965 WA4 SA1 Durham Park

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards,  
Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 4 under Williamson County Contract between M&S Engineering LLC and Williamson County dated March 24, 2020 for Engineering Design Services for Phase 1 of Street and Drainage Improvements within the Durham Park Subdivision. Funding source: P498.

**Background**

This supplemental is to decrease the maximum amount payable to \$178,185.00.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

M&S 2965 WA4 SA1 Durham Park

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Hal Hawes	Hal Hawes	03/31/2021 11:01 AM
County Judge Exec Asst.	Andrea Schiele	03/31/2021 11:25 AM
Form Started By: Vicky Edwards		Started On: 03/31/2021 10:49 AM
Final Approval Date: 03/31/2021		

**SUPPLEMENTAL WORK AUTHORIZATION NO.   1**  
**TO**  
**WORK AUTHORIZATION NO.   4**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**  
**Engineering Design Services for Phase 1 of Street and Drainage Improvements within the**  
**Durham Park Subdivision**

This Supplemental Work Authorization No.   1   to Work Authorization No.   4   is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 24, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and M&S Engineering, LLC (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No.   4   dated effective September 1, 2020 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The maximum amount payable for services under the Work Authorization is hereby decreased from \$197,295.00 to \$178,185.00. The revised Work Schedule is attached hereto as Attachment "C".

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

**FIRM:**

By: Jerod Mott  
Signature  
Jerod Mott  
Printed Name

Municipal Department Manager  
Title

3-30-21  
Date

**COUNTY:**

By: \_\_\_\_\_  
Signature  
Bill Gravell, Jr.  
Printed Name

Williamson County Judge  
Title

\_\_\_\_\_  
Date

## Attachment C - Work Schedule

Tasks 9 and 10 are removed from the scope of work.

**Commissioners Court - Regular Session**

**28.**

**Meeting Date:** 04/06/2021

Correction Special Warranty Deed

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Correction Warranty Deed relating to a prior approved and executed real estate contract between Williamson County and the City of Liberty Hill for the purchase of Lots 4, 5 and 6, inclusive, Block 7 of Smith's Addition, also known as Amanda E. Smith's Addition to the City of Liberty Hill, Williamson County, Texas; Lots 1, Lots 2, 3 and 4, inclusive, Block 14 of Smith's Addition, also known as Amanda E. Smith's Addition to the City of Liberty Hill, Williamson County, Texas; Lots 5, 6, 7 and 8, inclusive, Block 14 of Smith's Addition, also known as Amanda E. Smith's Addition to the City of Liberty Hill, Williamson County, Texas; and Lots 3, 4, 5 and 6, inclusive, Block 25 of Smith's Addition, also known as Amanda E. Smith's Addition to the City of Liberty Hill, Williamson County, Texas.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Correction Special Warranty Deed

**Form Review**

**Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

04/01/2021 08:53 AM

Form Started By: Charlie Crossfield

Started On: 04/01/2021 08:23 AM

Final Approval Date: 04/01/2021

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**CORRECTION SPECIAL WARRANTY DEED**

THE STATE OF TEXAS                   §  
  §    KNOW ALL PERSONS BY THESE PRESENTS: THAT  
COUNTY OF WILLIAMSON           §

**WILLIAMSON COUNTY, TEXAS**, a Texas political subdivision, hereinafter referred to as “Grantor”, did, on or about the 9<sup>th</sup> day of December, 2019, execute and deliver to the **CITY OF LIBERTY HILL, TEXAS**, a Texas municipal corporation, hereinafter referred to as “Grantee”, a conveyance of certain lands, situated in Williamson County, Texas, and which said conveyance contains a mutual mistake in the description of the property intended to be conveyed by the parties and is recorded in Document Number 2019121864, of the Official Records of Williamson County, Texas; and whereas, to prevent difficulties hereafter, it is appropriate to correct the record in this regard;

**NOW, THEREFORE**, the said Grantor, in consideration of the premises aforesaid and of One Dollar (\$1.00) to them paid by the CITY OF LIBERTY HILL, TEXAS, Grantee, which is hereby acknowledged, hereby Donates, Grants, Sells, Conveys and Confirms unto the said Grantee all of the tracts of land situated in the County of Williamson, State of Texas, which is described as follows:

Fee simple interest in four tracts, being Tracts 1, 2, 3 and 4, in Williamson County, Texas, being more particularly described on Exhibit “A”, attached hereto and incorporated herein for all purposes.

For the consideration Grantor quitclaims to Grantee all of Grantor’s rights, title, and interest in and to the property, to have and to hold it to Grantee, Grantee’s heirs, executors, administrators, successors, or assigns forever. Neither Grantor nor Grantor’s heirs, executors, administrators, successors, or assigns shall have, claim, or demand any right or title to the property or any part of it.

This is a correction deed, given and accepted as such in substitution for such earlier deed dated on the 9<sup>th</sup> day of December, 2019, and it shall be effectual as of and retroactive to such date. However, except as herein corrected, such prior deed shall remain in full force and effect.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

*(signatures on following page)*

**GRANTOR:**

Williamson County, Texas

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §  
§  
**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021 by Bill Gravell, Jr., in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main Street  
Round Rock, Texas 78664

**RETURN TO:**

City of Liberty Hill, Texas  
926 Loop 332  
Liberty Hill, Texas 78642

## **EXHIBIT "A"**

**Tract 1:** Lots 4, 5 and 6, inclusive, Block 7 of SMITH'S ADDITION, ALSO KNOWN AS AMANDA E. SMITH'S ADDITION to the City of Liberty Hill, Williamson County, Texas, according to the map or plat thereof recorded in Volume 29, Page 99, Deed Records, Williamson County, Texas, and Lots 5 and 6 being more fully described by metes and bounds in Deed recorded in Volume 897, Page 883, Deed Records, Williamson County, Texas.

**Tract 2:** Lots 1, 2, 3 and 4, inclusive, Block 14 of SMITH'S ADDITION, ALSO KNOWN AS AMANDA E. SMITH'S ADDITION to the City of Liberty Hill, Williamson County, Texas, according to the map or plat thereof recorded in Volume 29, Page 99, Deed Records, Williamson County, Texas.

**Tract 3:** Lots 5, 6, 7 and 8, inclusive, Block 14 of SMITH'S ADDITION, ALSO KNOWN AS AMANDA E. SMITH'S ADDITION to the City of Liberty Hill, Williamson County, Texas, according to the map or plat thereof recorded in Volume 29, Page 99, Deed Records, Williamson County, Texas, and Lots 5 and 6 being more fully described by metes and bounds in Deed recorded in Volume 200, Page 401, Deed Records, Williamson County, Texas.

**Tract 4:** Lots 3, 4, 5 and 6, inclusive, Block 25 of SMITH'S ADDITION, ALSO KNOWN AS AMANDA E. SMITH'S ADDITION to the City of Liberty Hill, Williamson County, Texas, according to the map or plat thereof recorded in Volume 29, Page 99, Deed Records, Williamson County, Texas.

**SAVE AND EXCEPT** those tracts of land for right of way as described in Deeds recorded in Volume 415, Page 505, Volume 415, Page 510, Volume 420, Page 220, and Volume 420, Page 251, deed records, Williamson County, Texas and any portion of the subject tracts lying within the right of way of Ranch Road 1869.

**Commissioners Court - Regular Session**

**29.**

**Meeting Date:** 04/06/2021

National Donate Life Month proclamation

**Submitted For:** Terry Cook

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

**Department:** Commissioner Pct. #1

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a proclamation designating April 2021 as National Donate Life Month in Williamson County.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

National Donate Life Month proclamation

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 03/30/2021

**Reviewed By**

Andrea Schiele

**Date**

03/30/2021 04:59 PM

Started On: 03/30/2021 04:48 PM



## PROCLAMATION

**WHEREAS**, National Donate Life Month (NDLM) is observed each April; and

**WHEREAS**, while NDLM is a time to bring attention to organ donations, it also highlights the life-changing events with eye and tissue donations. It is time to spotlight not only those donors who give the gift of organs and tissue, but also to those recipients of such life-saving gifts; and

**WHEREAS**, The Donate Life Registry ([www.donatelifetexas.org](http://www.donatelifetexas.org)) is the only organ, eye, and tissue registry in the State of Texas, where just one person, who registers their intent to donate their organs, eyes, and tissue, might save up to 8 lives with organs and/or enhance far more lives of people with eyes & tissue; and

**WHEREAS**, as of March 30, 2021 on the Donate Life Registry, nationally, there are over 13M registered donors and almost 108,000 on the transplant list, of which over 10,000 are Texans; and

**WHEREAS**, using 2018 U.S. Census data, an astonishing 79% of Williamson County residents are registered donors; and

**WHEREAS**, almost every part of your body, from your heart, liver, lungs, pancreas, kidneys, and small intestine, to your corneas, your bones, skin, ligaments, and even veins, nerves, and heart valves can be donated and used to restore lives, improve conditions and return patients as active members of their families and communities.

**NOW THEREFORE BE IT RESOLVED**, that the Williamson County Commissioners Court proclaim April 2021 as National Donate Life Month in Williamson County and encourage its residents of all ages to register in donating for life and recovery.

Signed on this date: \_\_\_\_\_

---

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court

**Commissioners Court - Regular Session**

**32.**

**Meeting Date:** 04/06/2021

Leavitt Eng - Big Fish

**Submitted For:** Bill Gravell

**Submitted By:** Hal Hawes, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an engagement agreement with The Law Office Of Randy Leavitt relating to the representation of Williamson County; the members of the Williamson County Commissioners Court; Williamson County Sheriff’s Office; and Lt. James David as well as any other named Williamson County employee(s) or official(s) that the Williamson County Commissioners Court deems (1) that payment of legal fees of such employee(s) or official(s) serve a public interest and not merely the employee’s private interest and (2) that the officer(s) or employee(s) committed the alleged action or omission forming the basis of the suit while acting in good faith within the scope of his or her official duties in Case: 21 Civ. 21-275; Big Fish Entertainment LLC v. Williamson County Sheriff’s Office, Austin Police Department, Lieutenant James David, and Does 1 Through 10, inclusive, in the United States District Court for the Western District of Texas; and provide representation on other potential litigation matters as assigned by the Williamson County Commissioners Court through its General Counsel; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov’t Code § 262.024(a)(4).

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Engagement Letter - Leavitt - Big Fish Ent

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Andrea Schiele	04/01/2021 10:38 AM
Form Started By: Hal Hawes		Started On: 04/01/2021 10:10 AM
Final Approval Date: 04/01/2021		

**THE LAW OFFICES OF RANDY T. LEAVITT**  
**1301 Rio Grande**  
**Austin, Texas 78701**  
**randy@randyleavitt.com**

Board Certified - Criminal Law  
Texas Board of Legal Specialization

Telephone: (512) 476-4475  
Facsimile: (512) 542-3372

March 31, 2021

Williamson County Commissioners Court  
Judge Bill Gravell  
Williamson County Courthouse, Suite 101  
710 S. Main St.  
Georgetown, TX 78626

**RE:** Legal Representation regarding matters related to BIG FISH ENTERTAINMENT LLC. V. WILLIAMSON COUNTY SHERIFF'S OFFICE, AUSTIN POLICE DEPARTMENT, LIEUTENANT JAMES DAVID (in his individual capacity), and Does I THROUGH 10, inclusive, *Case: 21 Civ. 21-275* in the United States District Court for the Western District of Texas

Dear Judge Gravell and County Commissioners:

Thank you for inviting our firms to represent you in connection with the above reference matter. We will be representing you in this matter pursuant to the following terms:

**Scope of Engagement and Services.** You have requested that I provide representation and advice to Williamson County; the members of the Williamson County Commissioners Court; Williamson County Sheriff's Office; and Lt. James David and any other named current or former Williamson County employees or officials in relation to this case provided the Williamson County Commissioners Court deems (1) that payment of legal fees of such current or former employees or officials serve a public interest and not merely the current or former employee's or official's private interest and (2) that the current or former official or employee committed the alleged action or omission forming the basis of the suit while acting in good faith within the scope of his or her official duties; as well as other potential litigation matters as assigned by the Williamson County Commissioners Court through its General Counsel. I will be the primary attorney handling the representation in this matter but I reserve the right, however, to associate other attorneys either in my firm or outside my firm, such as those named herein, if I am not available to assist with this matter when necessary.

While I cannot guarantee the success of any particular matter in which I am engaged, I will do my best to provide you with prompt and valuable service. I promise to return phone calls promptly. I promise to send you copies of documents I create or receive with respect to the

Engagement. I promise to keep you fully informed and to give you a fair and accurate accounting of work performed in connection with the Engagement. I promise to manage the Engagement so as to minimize cost, consistent with giving you the finest legal representation that I can deliver.

**Fees.** I promise to charge only a reasonable fee for my services. In determining my fee, I consider the time, skill and effort required, as well as the nature of our professional relationship and the fact that my representation of you might preclude me from engaging in other representations. My hourly rate is \$500.00 per hour and I invoice in one quarter hour (.25) increments. I will be assisted on this case by Sean Breen and Eric Nichols, Karson Thompson, Marshall Bowen and other associates of the firm Butler | Snow, LLP. Sean Breen and Eric Nichols will also bill at the rate of \$500.00 per hour in one quarter hour (.25) increments and all other attorneys will bill at a rate of less than \$350 per hour in one quarter hour (.25) increments. From time to time I may need to associate other attorneys on this matter but will not do so without the express written approval of the Williamson County Commissioners Court. I may also utilize law clerks and legal assistants on this case on such matters that do not require the time of an attorney. Such clerks or legal assistants will bill at the rate of \$150 per hour. I undertake to work closely with you in order to minimize time spent on ministerial and administrative matters. We endeavor to have a statement of services rendered on a monthly basis.

**Expenses.** I do not charge for such ordinary office expenses as long-distance, telephone calls and facsimiles. Other direct out of pocket expenses including but not limited to, investigators, experts, consultants, outside copying services, filing fees, delivery fees and travel expenses (outside Travis/Williamson counties)), are reimbursable.

**Attorney Work Product.** All work performed in connection with the Engagement constitutes Attorney Work Product and shall be accorded the confidentiality and protection attached therewith. In this regard, unless directed by a court of competent jurisdiction, I will not disclose any of the information or data to any person other than you without your express written consent.

**Retention of Files.** Upon the conclusion of your case, the originals and copies of the original documents that have been delivered to the firm in the discovery process of your case must be picked up within 30-days after the conclusion of this proceeding. If they are not, the firm reserves the right to dispose of the documents. You will have been supplied a copy of all pleadings, correspondence and most exhibits that were prepared or used in your case. The firm will maintain a digital record of much of the file. If you desire a copy of the digital file, you should advise the firm at the time your case is concluded.

**Termination of Representation.** You may terminate our relationship at any time by delivery of a written notice of termination to me, and be responsible only for any unpaid fees and expenses and work in progress on the date of notification. I may withdraw from your representation for failure to pay legal fees and expense, or at any other time, consistent with the Rules of Professional Conduct applicable to lawyers, by providing written notice to you.

**Standard of Conduct.** On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed - a Mandate for Professionalism. Paragraph II, subparagraph 1 of the Creed requires us to advise you of its contents when we undertake representation. A copy of the Creed is available at [http://www.txethics.org/reference\\_creed.asp](http://www.txethics.org/reference_creed.asp). We intend to abide by the Creed.

**Tax ID number.** For your reporting purposes, my tax identification number is 33-0999968 and Butler | Snow tax identification number is 64-0331849. Sean Breen tax identification number is 74-2729195.

The terms of this letter agreement may be altered only by a writing signed by each of us. Finally, this agreement shall be governed by and construed in accordance with the laws of the State of Texas. Mandatory venue of any case or controversy arising under or pursuant to this agreement shall be in Travis County, Texas.

The effective date of this agreement is September 25, 2019. Please review this letter and, if it meets with your approval, sign and return a copy to me. Should you have any questions regarding any terms of this agreement please do not hesitate to give me a call. I sincerely look forward to working with you, and I appreciate your entrusting me with your legal needs.

Sincerely,

*/s/ Randy T. Leavitt*  
Randy T. Leavitt

Agreed and accepted:

\_\_\_\_\_  
Judge Bill Gravell, County Judge

\_\_\_\_\_  
Date

58170115.v1

**Commissioners Court - Regular Session****33.****Meeting Date:** 04/06/2021

USERRA

**Submitted For:** Rebecca Clemons**Submitted By:** Rebecca Clemons,  
Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a new concept to provide departments with long term staffing support while current employees are on approved leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA).

**Background**

The proposal is to provide duplicate positions in Non-Departmental to mirror the current employee's job. Position would be held for current employee on leave, and they would reinstate upon their return. While they are on leave, offices could hire and fill the original slot and notify them of their employment status in a way similar to grant funding. This would only be for long term absences, defined as more than 6 months. Shorter absences would be covered in office or with the possibility of temporary funding. If the concept is approved to move forward with, there is a current long term need for positions filled in two offices. There would be no funding attached at this time for the two new positions. However, at the start of our County fiscal year, 15 days shall be paid to all members on leave. During the budget process, we would budget these amounts for your approval.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.***Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Andrea Schiele	03/31/2021 08:16 AM
Form Started By: Rebecca Clemons		Started On: 03/30/2021 09:30 AM
Final Approval Date: 03/31/2021		

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 04/06/2021

Employee of the Year

**Submitted By:** Rebecca Clemons, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on instructing Human Resources to move forward with reestablishing the Williamson County Employee of the Year Awards Program and creating a selection committee.

**Background**

Please see attached flyer. If approved, an email will be sent out to all users detailing the electronic nomination process, criteria and timelines. Completed nomination forms must be in by April 30<sup>th</sup>, 2021.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

draft.flyer

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Andrea Schiele	03/31/2021 08:21 AM
Form Started By: Rebecca Clemons		Started On: 03/30/2021 09:34 AM
Final Approval Date: 03/31/2021		

## 2021 Employee of the Year Nominations

### Do you know a Williamson County employee who:

- Exemplifies professionalism and commitment to Williamson County; or
- Has led a special project that is responsive to Wilco citizens and/or employee needs; or
- Demonstrated creative, responsible, and efficient leadership during the Pandemic by implementing solutions to successfully overcome obstacles

### Nominate them for a 2021 Employee of the Year award!

- Complete the attached form by April 30<sup>th</sup>
- Attach the employee's current job description to the email
- Submitted nominations must include a fully completed nomination form and job description by the deadline, to be accepted
- Nominees must be in good standing with the County to be considered

### Awards for each of the three categories will consist of:

- \$500 Cash\*
- Engraved award
- Newspaper Ad announcement of winners
- Public recognition ceremony

### What you need to know:

Any County employee may nominate another County employee

An employee may be nominated by more than one person in more than one category, but can only win one category

Receiving multiple nominations does not increase chances of winning

Nominees may be a County staff member in the nominating County employee's dept/office, or in another County dept/office

Employees may not nominate themselves, an elected official or dept head

A dept/office can have only one winner in any category

*\*IRS considers all cash awards to employees as taxable income.*

*Cash awards will be reported on the employee's W2 and the employee will be responsible for paying taxes on the award amount.*

**DATES TO  
REMEMBER**

April 30

Nominations  
due

May – June

Review and  
selection  
process

TBD

Summer

Notifications  
and Awards  
Ceremony

**Commissioners Court - Regular Session**

**35.**

**Meeting Date:** 04/06/2021

Termination of Master Service Agreement

**Submitted For:** Rebecca Clemons

**Submitted By:** Shelley Loughrey,  
Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take any appropriate action regarding ratifying termination and notice letter of termination of Master Service Agreement for GuideSpark Benefits Guide and related services with GuideSpark, Inc. for the Williamson County Human Resources Department.

**Background**

The termination notice needed to be sent prior to end of the current subscription period in order to avoid renewal and charges that would begin on March 31, 2021. Also, with the RFP finalization and selection of the vendor for the Web Based Enrollment System, these services will be included with the vendor selected. As such, services provided by GuideSpark will not be required.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

GuideSpark Termination Notice

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Andrea Schiele	03/30/2021 03:43 PM
Form Started By: Shelley Loughrey		Started On: 03/30/2021 11:53 AM
Final Approval Date: 03/30/2021		



BILL GRAVELL JR.  
County Judge  
WILLIAMSON COUNTY TEXAS

March 26, 2021

*Via E-Mail: AR@guidespark.com; fmiri@guidespark.com and mgaitan@guidespark.com*

GuideSpark, Inc.  
1400A Seaport Blvd., Suite 500  
Redwood City CA 94063

*In re: Notice of Contract Termination for GuideSpark Communicate Benefits Guide (Williamson County, TX)*

To Whom It May Concern:

As you are aware, the Williamson County Human Resources department has been in a contract with your company as referenced above. The department has requested that the county commissioners approve changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the contract, paragraph 6.3, which allows for termination, the relevant provision states as follows:

**6.3 Termination for Convenience. Company may terminate this agreement for convenience upon sixty (60) days' written notice to GuideSpark. In any termination for convenience under this Section 6.3, Company shall be responsible for payment of any amounts due through the end of the then current Subscription Term. Company and GuideSpark agree that GuideSpark shall have no obligation to refund to Company any prepaid and unused fees.**

Therefore, the purpose of this letter is to give you the required "sixty (60) days' written notice" that the county is terminating this agreement. **Therefore, the agreement is not renewed, and invoice number 15787 is moot.** While the above-referenced termination for convenience indicates that the county is "responsible for

payment of any amounts due,” this only applies to the “current Subscription Term” which runs through March 30, 2021.

You should also be aware that proper approvals are mandatory where tax funds are involved. Vendor agreements may be revisited as a matter of public policy by future administrations regardless of what was agreed to in the past. In other words, public policy prohibits “long term” contracts without an out clause in that such agreements unconstitutionally “bind future administrations”—Op. Tex. Att’y Gen. JM-908 (1988) (stating in relevant part that “[i]n the exercise of its governmental or legislative powers, a board or governing body ... cannot enter into a contract extending beyond its own term”). "A contract which violates these constitutional provisions is void." *City-County Solid Waste Control Bd. v. Capital City Leasing, Inc.*, 813 S.W.2d 705, 707 (Tex. App.--Austin 1991, writ denied).

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Gravell", written over a horizontal line.

**Hon. Bill Gravell**  
**Williamson County Judge**

cc: Williamson County Auditor's Office  
Williamson County Human Resources

BG/me

**Commissioners Court - Regular Session**

36.

**Meeting Date:** 04/06/2021

Award RFP 2590 Web Based Enrollment System to BenefitFocus

**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 RFP #2590 Web Based Enrollment System for the Employee Benefits Enrollment System to BenefitFocus.com for \$160,629.60 and authorizing the execution of the agreement.

**Background**

Five (5) responses were received for RFP #2590. After evaluations, BenefitFocus has been selected by the Benefit Committee to replace the current vendor which hosts the Web Based Benefit Enrollment Portal 24/7 access for employees and their families. The recommended system will be contracted for three (3) years and allow employees to utilize a decision support tool when making benefit elections thus having the ability to make more informed decisions when selecting their benefits. The new system provides real time reporting capabilities that are needed to support the Benefits Team. The proposed system also has the ability for educational videos to be incorporated in the system to help educate employees and eliminate the need for an external vendor for video content. Please note that the vendor only agrees to a non-appropriation clause and not the county's standard termination for convenience. Although this is not uncommon for an IT-related contract, it does create additional risk that the county is committed until the end of a fiscal year before terminating the agreement. The non-appropriation clause is located in Section V(c) of the Client Services Agreement. Pricing is provided on a per-employee rate. The cost is \$160,629.60 based on 2,036 employees at the time of contract. Shelley Loughrey is the HR/Benefits point of contact. Funds are budgeted in the FY 21 funding source is 01.0885.0886.004208.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Benefitfocus Agreement  
scoresheet

**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/01/2021 09:58 AM
County Judge Exec Asst.	Andrea Schiele	04/01/2021 10:10 AM
Form Started By: Johnny Grimaldo		Started On: 03/31/2021 08:25 AM

Final Approval Date: 04/01/2021



## HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum (“Addendum”) is made as of April 7, 2021 (the “Addendum Effective Date”) by Benefitfocus.com, Inc. (“Benefitfocus”), with a principal place of business at 100 Benefitfocus Way, Charleston, SC 29492 and Williamson County (“Client”), with a principal place of business at 100 Wilco Way, Georgetown, TX 78626 (each individually a “Party” and collectively the “Parties”). This Addendum, supplements, is made a part of, and is incorporated by reference into any Agreement (individually & collectively, the “Agreement”) between Benefitfocus and Client.

### I. DEFINITIONS

Capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings set forth in the then-current Privacy and Security Rules.

- A. Access shall have the limited meaning set forth within 45 CFR § 164.304.
- B. Breach shall have the meaning set forth within 45 CFR § 164.402.
- C. Business Associate shall have the meaning set forth within 45 CFR § 160.103.
- D. Designated Record Set shall have the same meaning as the term “designated record set” in 45 CFR § 164.501.
- E. Electronic Health Record shall have the meaning set forth in Section 13400(5) of the HITECH Act.
- F. Electronic PHI shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 CFR § 160.103, as applied to the information that a Party creates, receives, maintains or transmits from or on behalf of Covered Entity.
- G. Individual shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- H. HIPAA means the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- I. HIPAA Regulations means those regulations promulgated under HIPAA by the U.S. Department of Health and Human Services.
- J. HITECH Act means Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5, 42 USC 17921 *et seq.*) (“ARRA”), also known as the Health Information Technology for Economic and Clinical Health Act, which becomes effective as of February 18, 2010, or such other date or dates as finally specified.
- K. Law Enforcement Official shall have the meaning set forth in 45 CFR § 164.103.
- L. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 162 and Part 164, Subparts A and E.
- M. PHI shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, as applied to the information created or received by a Party from or on behalf of Covered Entity.
- N. Required by Law shall have the same meaning as the term “required by law” in 45 CFR § 164.103.
- O. Secretary shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- P. Security Incident shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 CFR § 164.304.
- Q. Security Rule shall mean the Security Standards at 45 CFR Parts 160 and 162 and Parts 164, Subparts A and C.
- R. Unsecured Protected Health Information shall have the meaning set forth within 45 CFR § 164.402.

### II. PERMITTED USES AND DISCLOSURES OF PHI

- A. **Uses and Disclosures of PHI:** Except as otherwise limited in this Addendum, each Party may use or disclose PHI to perform functions, activities or services for, or on behalf of, the other Party as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the other Party.
- B. **Permitted Uses of PHI:** Except as otherwise limited in this Addendum, each Party may use PHI for its proper management and administration or to carry out its legal responsibilities. A Party may also use PHI to provide Data Aggregation subject to the provisions of II.D herein.
- C. **Permitted Disclosures of PHI:** Except as otherwise limited in this Addendum, each Party may disclose PHI for the proper management and administration of the Party, provided that the disclosures are required by law or the disclosing Party obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed pursuant to this Addendum), and that the person agrees to notify the disclosing Party of any instances of which it is aware in which the confidentiality of the information has been breached. A Party may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR Section 164.502(j)(1).
- D. **De-Identification of PHI:** Except as otherwise limited in this Addendum, a Party may de-identify PHI provided that the de-identification conforms to the requirements of the Privacy Rule and further provided that a Party provides to the other Party the documentation required by the Privacy Rule. Data so de-identified does not constitute “PHI” and is not subject to the terms of this Addendum.

### III. OBLIGATIONS

- A. **Appropriate Safeguards:** Each Party shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Agreement and this Addendum. Each Party shall implement administrative, physical and technical safeguards that reasonably and

appropriately protect the confidentiality, integrity and availability of Electronic PHI, as defined by the Security Rule. Each Party shall comply with the provisions of 45 CFR Sections 164.308, 164.310, 164.312 and 164.316 relating to implementation of administrative, physical and technical safeguards with respect to Electronic PHI in the same manner that such provisions apply to a HIPAA Covered Entity.

- B. **Reporting of Improper Use or Disclosure, Breach or Security Incident:** Each Party shall report to the other Party any use or disclosure of PHI not provided for by the Agreement and this Addendum, including a Breach, within five (5) calendar days of becoming aware of such incident. Such notification shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed during the Breach. Each Party shall cooperate with the other Party in investigating the Breach so that each Party may meet its respective obligations under the HITECH Act., any other security breach notification law, or as required by contracts with other parties, including Covered Entities. Each Party shall report any Security Incident upon becoming aware of such incident; provided, however, that neither Party shall be required to report an immaterial incident consisting solely of trivial incidents that occur on a daily basis, such as scans, "pings," or an unsuccessful attempt to improperly access Electronic PHI that is stored in an information system under its control.
- C. **Mitigation:** Each Party agrees to mitigate, to the extent practicable, any harmful effect that is known to it as a result of a use or disclosure of PHI in violation of this Addendum's requirements or that would otherwise cause a Breach of Unsecured PHI.
- D. **Agents:** Each Party shall ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the other Party, or on behalf of Covered Entity, agrees to restrictions and conditions no less stringent than those that apply through this Addendum to the Parties with respect to such PHI. Each Party shall ensure that any agent, including a subcontractor, to whom it provides Electronic PHI, agrees to implement reasonable and appropriate safeguards to protect such information.
- E. **Access to PHI:** Each Party shall provide access, at the request of a Covered Entity, and in the time and manner designated by a Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Section 164.524 and, if and when applicable, Section 13405(e)(1) of the HITECH Act.
- F. **Amendment of PHI:** Each Party shall make any amendment(s) to PHI in a Designated Record Set that a Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526 at the request of Covered Entity or an Individual, and in the reasonable time and manner designated by the Covered Entity. Any denial of amendment of PHI by a Party or its agents or subcontractors shall be the responsibility of Covered Entity.
- G. **Documentation and Accounting of Disclosures:** Each Party agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528 and, if and when applicable, Section 13405(c) of the HITECH Act. Each Party agrees to provide to Covered Entity, in the time and manner reasonably designated by Covered Entity, information collected in accordance with the first sentence of this Section, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528 and, if and when applicable, Section 13405(c) of the HITECH Act. In the event that the request for an accounting is delivered directly to a Party or its agents or subcontractors, a Party shall forward such request to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested.
- H. **Governmental Access to Records:** Each Party shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by a Party on behalf of a Covered Entity available to the Secretary and, at the request of Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and the Security Rule.
- I. **Additional HITECH Act Requirements:** To the extent applicable, each Party shall comply with the provisions of the HITECH Act set forth below, and any additional obligations imposed upon Business Associates by the HITECH Act, commencing on the date that compliance with each such provision is required by the HITECH Act:
1. A Party shall take reasonable steps to cure a breach of this Addendum if it knows of a pattern of activity or practice by the other Party, or a subcontractor or agent thereof that violates this Addendum, in accordance with Section 13404(b) of the HITECH Act.
  2. Each Party (or its agents or subcontractors) shall only request, use and disclose the minimum necessary amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with Section 13405(b) of the HITECH Act.
  3. Each Party shall comply with the prohibition on the sale of Electronic Health Records and PHI set forth in Section 13405(d) of the HITECH Act.
  4. Each Party's notification of a Breach of Unsecured Protected Health Information shall comply in all respects with each applicable provision of Section 13402 of HITECH, 42 U.S.C. 17932.

#### IV. TERM AND TERMINATION

- A. **Term:** The term of this Addendum shall commence as of the Addendum Effective Date, and shall terminate when all of the PHI provided by one Party to the other Party, or created or received by a Party on behalf of Covered Entity, is returned to Covered Entity or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the Effect of Termination Section.
- B. **Termination:** Upon knowledge of a material breach by a Party of this Addendum, the non-Breaching Party shall either (i) provide an opportunity for the breaching Party to cure the breach or end the violation within the time reasonably specified by the non-breaching Party, or (ii) immediately terminate this Addendum and the Agreement if cure is not possible; or (iii) if termination is not feasible, file a report with the Secretary and the Covered Entity providing the PHI, and provide copies of such reports to the breaching Party.



HIPAA Business Associate Addendum

- C. **Effect of Termination:** The respective rights and obligations of the Parties under this Section shall survive the termination of the Addendum and the Agreement.
  - 1. Except as provided in paragraph 2 of this Section, upon termination of the Agreement or this Addendum for any reason, each Party shall return or destroy all PHI received from the other Party, or created or received by a Party on behalf of Covered Entity pursuant to the Agreement, and shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of a Party.
  - 2. In the event that a Party determines that returning or destroying the PHI is not feasible, that Party shall provide to the other Party notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of PHI is not feasible, a Party shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as that Party maintains such PHI.
- D. **Indemnification:** The parties agree and acknowledge that, the indemnification obligations contained under the Agreement shall govern each party's performance under this Addendum.
- E. **Amendment and Interpretation:** The parties acknowledge that this Addendum is intended to reflect the requirements of the Privacy Rule and Security Rule, as amended by the HITECH Act, upon the date they become finally effective. The Parties agree to take such action to amend this Addendum from time to time as necessary for the Parties to comply with the requirements of the Privacy Rule and the Security Rule, or any contractual requirements imposed by such Privacy or Security Rule or any reasonable amendment thereof. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the parties to comply with the Privacy Rule and the Security Rule as applicable to such party.
- F. **Mandatory Change Process:** To the extent that a Party is required to materially alter its services, processes or procedures as specified in the Agreement in order to comply with the provisions of the Privacy Rule and/or Security Rule as they may be amended after the Addendum Effective Date, the Parties agree to mutually negotiate any required adjustment in fees or services.
- G. **No Third Party Beneficiaries:** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- H. **Prior Agreement:** Except as expressly amended herein, all other terms and conditions as set forth in the Agreement shall remain in full force and effect. The Agreement, as amended by this and other Amendments, and Addenda shall remain and continue in full force and effect, and shall continue to be binding on the parties hereto. To the extent that there is any inconsistency between this Addendum and any Agreement, this Addendum shall control.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their respective authorized representatives, in multiple counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

BENEFITFOCUS.COM, INC.

WILLIAMSON COUNTY

DocuSigned by:

Nancy Nunn

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: Nancy Nunn

Print: \_\_\_\_\_

Title: VP, Corporate Controller

Title: \_\_\_\_\_

Date: March 29, 2021

Date: \_\_\_\_\_



## Client Services Agreement

This CLIENT SERVICES AGREEMENT and the exhibits attached hereto (collectively, the “Agreement”) are entered into on April 7, 2021 (the “Effective Date”), by and between Benefitfocus.com, Inc., on behalf of itself and its’ affiliates (collectively “Benefitfocus”), with a principal place of business at 100 Benefitfocus Way, Charleston, SC 29492, and Williamson County with a principal place of business at 100 Wilco Way, Georgetown, TX 78626 (hereinafter the “Client”) individually each a “Party” and collectively the “Parties”.

### RECITALS

- A. Benefitfocus provides certain services for employee benefit administration through Benefitfocus proprietary software, databases, business rules, connectivity to third parties, and data transmission, developed and hosted by Benefitfocus, accessed over the Internet (the “Software Services”), and certain professional services (the “Professional Services”) related to the Software Services (collectively, the “Services”); and
- B. Client desires to receive the Services, as described in the applicable Order Form and corresponding appendices (the “Order Form”) and the Software Services documentation, including the current versions of the any software guides, as updated with each new release (collectively the “Documentation”), for itself, its affiliates and subsidiaries, and for individuals who are authorized by Client to use the Services, and who have been supplied user identifications and passwords by Client or by Benefitfocus at Client’s request (the “Authorized Users”), under the terms and conditions of this Agreement; and
- C. In consideration of the mutual covenants contained herein, the payment of the fees as required hereunder, and other good and valuable consideration, the sufficiency of which is acknowledged, and intended to be legally bound the Parties agree as follows.

### I. SCOPE OF SERVICES

- A. **Software and Support Services:** Subject to Client’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, Benefitfocus shall make the Services available to Client for use by Authorized Users pursuant to this Agreement and the applicable Order Form during the term of the applicable Order Form(s).
- B. **Professional Services:** From time to time, Benefitfocus may make certain Professional Services available to the Client. Professional Services shall be described within the applicable Order Form.
- C. **Client Responsibilities:** Client shall, (i) be responsible for Authorized Users compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and of the means by which it acquired Client Data (as Client Data is defined in Section 2.1), (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Benefitfocus promptly of any such unauthorized access or use, (iv) use the Services only in accordance with the Documentation and applicable laws and government regulations; (v) cooperate with Benefitfocus, as reasonably requested in order for Benefitfocus to provide or Client to receive the Services or in resolving any issues associated with Client’s vendors and service providers. Client shall not, (i) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (ii) use the Services to store or transmit malicious code, (iii) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (iv) attempt to gain unauthorized access to the Services or their related systems or networks. It is the sole responsibility of the Client to maintain all Client benefit plan documents and to exercise all discretionary authority with respect to such Client benefit plans.
- D. **Client Instructions:** Client is responsible for the consequences of any instructions Client may give to Benefitfocus in the course of performing the Services. Benefitfocus shall have the right to rely and act upon such instructions provided by Client, and Authorized Users, and their respective data entry systems, or any other instructions provided by Client to Benefitfocus. Benefitfocus shall be under no obligation to offset fees for Client’s failure to communicate accurate instructions.
- E. **Source Documents:** Benefitfocus will, to the extent it deems necessary to perform the Services, keep copies of all source documents provided by Client or on behalf of Client into the Benefitfocus system. Benefitfocus shall not perform as Client’s designated record keeper, or official document repository or system of record.

### II. PROPRIETARY RIGHTS AND OWNERSHIP

- A. **Client Ownership of Client Data:** Any data provided by Client or Authorized Users including personally identifiable information and benefit plan data (collectively, the “Client Data”) to Benefitfocus in the use of the Software Services, in any format, is and shall remain Client’s property.
- B. **Reservation of Rights in Services:** Except for, and subject to the limited rights expressly granted hereunder for Client and Authorized User to utilize the Services, Benefitfocus reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No other rights are granted to Client hereunder other than as may be expressly set forth in this Agreement or the applicable Order Form.
- C. **Restrictions:** Client shall not, (i) create derivative works based on the Services, (ii) copy, frame or mirror any part or content of the Services, other than copying or framing on Client’s own intranets or otherwise for its own internal business purposes, (iii) reverse engineer the Services, (iv) lease, rent, resell, transfer, assign, lend or sublicense, or permit the unauthorized use of the Software Services to any other third party, (v) use the Software Services to provide service bureau, time sharing, rental, application services providing,

hosting, or other computer services to unauthorized third parties without Benefitfocus' prior written consent, (vi) access the Services in order to, (i) build a competitive product or service, or (ii) copy any features, functions or graphics of the Services.

- D. **Suggestions:** Benefitfocus shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by anyone, including but not limited to Client and Authorized Users, relating to the operation of the Services.

### III. PAYMENT

- A. **Payment:** Client shall pay to Benefitfocus the fees and expenses specified within an applicable Order Form. Except as otherwise set forth within an applicable Order Form, amounts payable by Client are due thirty (30) days from receipt of itemized (Client name, services billed, time period covered, any assessed taxes) invoice and are not subject to set-off. Past due amounts shall accrue interest at 1.5% per month, or the maximum rate permitted by law, whichever is lower. Client's or Authorized User's failure to utilize the Services shall in no way relieve the Client of any obligation to pay applicable fees.
- B. **Taxes:** All fees and other amounts payable by Client under this Agreement are exclusive of taxes and duties. Client shall be responsible for, and promptly pay all taxes and duties (including but not limited to sales, use, and withholding taxes) associated with the Agreement, or any Order Form, except for taxes based on Benefitfocus income. Client shall be liable for all taxes until such time as Client provides a tax exemption certificate to Benefitfocus.
- C. **Disputed Amounts:** Client shall pay all amounts when due. If Client disputes in good faith any invoiced amount, Client shall provide notice to Benefitfocus setting forth the reasonable basis for such disputed amount prior to the due date of the invoice. The Parties shall meet as soon as possible in order to resolve the dispute.
- D. **Suspension for Delinquent Account:** Benefitfocus reserves the right to suspend Client's and any Authorized Users' access to and/or use of the Service if any undisputed payment is due but unpaid 60 days past the due date, but only after Benefitfocus has provided Client two (2) notices, and at least ten (10) days have passed since the transmission of the second notice. Client agrees that Benefitfocus shall not be liable to Client or to any Authorized User or other third party for any suspension of the Service pursuant to this Section.

### IV. CONFIDENTIALITY

- A. **Definition of Confidential Information:** As used herein, "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), in any format whether oral, written, electronic, or other, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Client shall include any personally identifiable information or protected health information of Client's employees, Client Data and benefit plans. Confidential Information of Benefitfocus shall include the Services and Documentation. Confidential Information of each Party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, trade secrets, and business processes disclosed by such Party. However, Confidential Information (other than Client Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- B. **Protection of Confidential Information:** The Receiving Party shall (i) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, (ii) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement or otherwise in any manner to the Disclosing Party's detriment, and (iii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement. Neither Party shall disclose the terms of this Agreement, any Order Form or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other Party's prior written consent.
- C. **Compelled Disclosure:** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.
- D. **Protection of Client Data:** Benefitfocus shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data in accordance with the Business Associate Addendum attached hereto. Benefitfocus shall not (i) modify Client Data, (ii) disclose Client Data except as compelled by law or as expressly permitted herein or in writing by Client, or (iii) access Client Data except to provide the Services and prevent or address service or technical problems, or at Client's request in connection with support matters. Upon written request by Client no more than once annually, Benefitfocus will provide Client with Benefitfocus' most recent AICPA Service Organizational Control Type 2 (or the equivalent successor thereto) ("SOC")

Reports, which may be redacted as applicable, but shall include at a minimum the controls that Benefitfocus may audit from time to time in the ordinary course of its business.

- E. **Return or Destruction of Confidential Information:** Upon request, each Party agrees to promptly return the other Party's Confidential Information in its possession, custody or control, or to certify the deletion or destruction of Confidential Information; provided, however, that the Receiving Party may retain a copy of any Confidential Information to the extent (i) required by applicable law or (ii) it would be unreasonably burdensome to destroy (such as archived computer records). In the event that return or destruction of Confidential Information is unduly burdensome, or not feasible, the Parties shall extend the protections of this Article to the retained Confidential Information, and which protections and provisions shall survive the termination of this Agreement.

## V. TERM AND TERMINATION

- A. **Term:** The term of this Agreement shall begin on the Effective Date and shall continue thereafter until: (i) the expiration or termination of all Order Forms hereunder; or (ii) terminated by a non-breaching Party due to a material breach or default under this Agreement, which breach continues for thirty (30) days after a written notice to cure such breach, or if cure is not possible within said thirty (30) day period, the breaching Party has not commenced reasonable steps to cure such breach.
- B. **Termination by Insolvency:** Either Party may terminate this Agreement by providing written notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it, or admits in writing its inability to pay its debts as they mature, or if a receiver is appointed for a substantial part of its assets. In the event that this Agreement is terminated or rejected by a Party or its receiver or trustee under applicable bankruptcy laws due to such Party's bankruptcy, the Parties agree that this is a services agreement, and that there are no rights and licenses granted under or pursuant to this Agreement by such Party to the other Party which shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code and any similar laws in any other country, licenses of rights to "intellectual property" as defined under Section 101(35A) of the U.S. Bankruptcy Code.
- C. **Termination for Non-Appropriation of Funds.** Notwithstanding any other provision of this Agreement, it is understood and agreed to by the Parties hereto that Client shall be bound and obligated hereunder only to the extent that the funds have been appropriated and budgeted for the purpose of this Agreement. In the event funds are not appropriated and budgeted by or to Client in any fiscal year for payment due under this Agreement, Client shall immediately, but in no event less than thirty (30) days prior to end of fiscal year, notify Benefitfocus of such occurrence and this Agreement may terminate on the last day of the fiscal year for which an appropriation(s) was (were) received without penalty or expense to Client.
- D. **Effect of Termination:** Upon termination or expiration of this Agreement, except as permitted under this Article V, Client shall have no rights to continue to use or access the Services. If this Agreement is terminated by Client for any reason other than a termination expressly permitted by this Agreement, then all of the fees due under this Agreement for the remainder of the then current term shall be deemed earned and payable.
- E. **Retrieval and Deletion of Client Data:** Upon the expiration or termination of this Agreement or Order Form(s), as applicable, Benefitfocus shall immediately deactivate the applicable Client account(s). For a term of 30 days following the termination or expiration of this Agreement or the applicable Order Form(s), and upon Client request, Benefitfocus will grant to Client, at no charge, limited access to the Services, solely to Client's Administrator, for the sole purpose of permitting Client to retrieve or download any Client Data stored within the Software Services, provided that Client has paid in full all undisputed amounts owed to Benefitfocus, and Client is not otherwise in breach of any other provision of this Agreement. Thereafter, Benefitfocus shall have the right and be entitled to delete or securely archive any Client Data from Benefitfocus' production or test environments. After such 30-day period, unless otherwise required by applicable law, Benefitfocus shall have no obligation to maintain or provide any Client Data. Client further agrees that Benefitfocus shall not be liable to Client, nor to any Authorized User or third party, for any termination of Client access to the Service or deletion of Client Data, provided that Benefitfocus is in compliance with the terms of this Section.
- F. **Transition Services:** In the event that this Agreement or applicable Order Form expires, or is not renewed, then upon notice reasonably received prior to the date of expiration, in addition to the periodic and limited access provided pursuant to Section 5.4, Client may elect to request that Benefitfocus continue to provide the Software Services to a limited number of Authorized Users, for the period of time requested by Client (but in no event to exceed six (6) months). Such Transition Services shall be subject to Benefitfocus then current fees and will be available only if Client is current on all undisputed invoices (and to the extent there are disputed invoices pursuant to Section 3.3, Client and Benefitfocus have resolved such invoices within 30 days of termination of the applicable Order Form), Client continues to pay all fees when due, and is not otherwise in breach of this Agreement or Order Form.

## VI. INDEMNIFICATION

- A. **Mutual Indemnification:** Each Party (the "Indemnifying Party") shall, at its own expense, defend the other party (the "Indemnitee") from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") arising out of or relating to the Indemnifying Party's breach of Section IV (Confidentiality) and indemnify the Indemnitee from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees)

(collectively "Losses") to the extent based upon such a Claim. For the avoidance of doubt, each Party shall be responsible for its own acts and omissions.

- B. **Infringement Indemnification:** If during the term of this Agreement or any Order Form, the Benefitfocus proprietary software or any aspect of the Software Services is, or in Benefitfocus' opinion is likely to be, enjoined due to infringement of a third party's intellectual property rights, Benefitfocus will notify Client and at its own expense and option do any one or more of the following: (i) procure the right for Client to continue using the infringing item; (ii) replace at no charge to Client the infringing item with a non-infringing item that is reasonably equivalent in functionality; (iii) modify the infringing item to be non-infringing and reasonably equivalent in functionality; or (iv) terminate Client's rights to access or use the infringing item and equitably adjust the fees for any Software Services impacted by such termination. For the avoidance of doubt, Benefitfocus will indemnify, defend and hold harmless Client for any Claims that allege the Services infringe on the intellectual property rights of a third-party.
- C. **Indemnification by Client:** Client shall defend Benefitfocus against any Claim by a third party that arises out of or relates to Client's or Authorized User's acts or omissions with regard to Client Data or that alleges that Client's use of the Services infringes or misappropriates the intellectual property rights of a third party or violates applicable law and shall indemnify and hold harmless Benefitfocus for any Losses.
- D. **Conditions:** The obligations of indemnification are subject to the condition that the Party seeking indemnification give the other: (i) prompt written notice of any Claim or action for which indemnity is sought; (ii) complete control of the defense and settlement thereof by the Indemnifying Party, provided all settlements adverse to the interests of the indemnified Party shall be approved by that Party; and (iii) cooperation in the defense of the indemnified matter. This Section 6 states the Indemnifying Party's sole liability, and the Indemnitee's exclusive remedy for any type of third-party claim described in this section.
- E. **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 Client's rights.
- F. **No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge.

## VII. WARRANTIES & REPRESENTATIONS

- A. **Warranties and Representations of Benefitfocus:** Benefitfocus warrants that (i) it has validly entered into this Agreement and has the legal power to do so, (ii) the Software Services shall perform materially in accordance with the Documentation, (iii) the functionality of the Services will not be materially decreased during the term of the applicable Order Form, (iv) that the Professional Services hereunder shall be performed in a good and workmanlike manner consistent with generally accepted industry standards; (v) Benefitfocus has the required authority and right to provide the Services; (vi) Benefitfocus has not received notice of, and has no reasonable basis to believe that the Services infringe upon any intellectual property rights of any other party; and (vii) upon request from the Client, Benefitfocus will correct any error or omission attributable to Benefitfocus in connection with the Services at no additional charge to Client.
- B. **Remedy:** For any breach of a warranty stated, above Client's exclusive remedy shall be to terminate the Agreement and applicable Order Form as provided in Section 5.1.
- C. **Representations and Warranties of Client:** Client represents and warrants that (i) it has validly entered into this Agreement and has the legal power to do so, (ii) Client will possess all necessary and required authority and permissions to permit Benefitfocus to perform all the obligations under this Agreement; and (iii) the Services provided by Benefitfocus shall not include or imply any discretionary authority by Benefitfocus over the operation of the Client benefit plan in any manner that would cause Benefitfocus to be deemed a "fiduciary", trustee, plan administrator or named fiduciary of the Client benefit plan pursuant to ERISA or any applicable law; and (iv) Client will make all necessary arrangements with its third party vendors to cause such vendors to send and receive Client Data from Benefitfocus as required for Benefitfocus to perform the Services.

## VIII. DISCLAIMERS & LIMITATION OF LIABILITY

- A. **DISCLAIMER OF WARRANTIES: EXCEPT AS SPECIFICALLY REPRESENTED OR WARRANTED WITHIN THIS AGREEMENT, BENEFITFOCUS SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE, OR THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION. ALL THIRD-PARTY CONTENT AND/OR SERVICES SELECTED BY CLIENT ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY CONTENT OR SERVICES IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY CONTENT OR THIRD PARTY SERVICE PROVIDER. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES MADE BY BENEFITFOCUS OTHER THAN AS SPECIFICALLY SET FORTH HEREIN.**
- B. **Limitation of Liability:** Except for Claims for indemnification under Article VI, or breach of a Party's obligations under Article IV, or Client's infringement of Benefitfocus intellectual property rights, in no event shall either Party's aggregate liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed the amounts actually paid by or due from Client

for the services during the term of the applicable Order Form under the which cause of action arose. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, COVER, OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, REVENUES OR OTHER FINANCIAL LOSSES,) ARISING UNDER OR RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT. The foregoing shall apply regardless of the negligence or other fault of the Party and regardless of whether such liability arises from contract, negligence, tort, strict liability or any other theory of legal liability. THE FOREGOING LIMITATIONS REPRESENT A BARGAINED FOR ALLOCATION OF RISK, WHICH ALLOCATION IS A MATERIAL ELEMENT OF THIS AGREEMENT, TO THE MAXIMUM EXTENT POSSIBLE UNDER APPLICABLE LAW.

#### IX. GENERAL PROVISIONS

- A. **Publicity:** Client agrees that Benefitfocus may: (i) use Client's name solely to name Client as a new Benefitfocus customer in its quarterly earnings release; and (ii) use Client's approved logo to identify Client as a Benefitfocus customer on the Benefitfocus website. The Parties further agree to jointly develop a mutually agreeable Press Release regarding the Parties' relationship prior to or within a reasonable time after Client commences use of the Software Services. Except as provided herein, or as required by law, neither Party will use the other's name, customers or trademarks in any advertisement, news release or other public communication.
- B. **Relationship of the Parties:** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- C. **Non Solicitation:** Neither Party will directly or indirectly solicit for employment any employee of the other Party, during the term of this Agreement and for a period of twelve (12) months thereafter. For the avoidance of doubt, neither Party is prohibited from employing an individual who approaches it about employment opportunities or who applies for a position in response to a posting, employment advertisement or other general solicitation of employment, or whose resume is posted by the individual to an employment web site that is searchable by a Party, whether during the Term or thereafter.
- D. **Assignment of Agreement:** Except as otherwise provided for in this Section, neither Party shall assign (whether by operation of law or otherwise) this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without the written consent of the other Party to a successor entity or purchaser acquiring all or substantially all of its assets, provided, (i) such successor entity or purchaser is not a competitor of the non-assigning Party; and (ii), that such successor entity or purchaser agrees to assume in writing all of the rights, duties and obligations of the assigning Party under this Agreement for the term hereof. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.
- E. **Entire Agreement; Precedence:** This Agreement contains the entire understanding between the Parties and supersedes and replaces any prior or contemporaneous agreement or understanding between the Parties with respect to the subject matter hereof. No amendment or modification of the Agreement shall be valid, unless made in writing and signed by both Parties hereto. Each of the Recitals, Order Forms, Amendments and Addenda, which may be attached hereto are incorporated by reference into this Agreement as if fully stated herein. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any term or condition of any exhibit hereto or any transactional or other document issued in connection herewith, any such conflict will be resolved by giving precedence in the following order, most recently dated document first: (i) the Order Forms, as may be amended from time to time, and any exhibits or attachments thereto; (ii) this Agreement, as may be amended; and (iii) Addenda to this Agreement.
- F. **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- G. **Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- H. **Right to Audit:** Upon request, Benefitfocus will provide supporting documentation to validate the fees charged on the invoice for the Services provided under this Agreement. Additionally, no more than once per year, and only to the extent the controls being audited are not addressed in an independent audit or independent assessment report that Benefitfocus previously provided to Client, upon at least thirty days' written notice, Client may, at its own expense, conduct an assessment of Benefitfocus' physical and/or technical environments related to the use and disclosure of PHI received from, or created or received by Benefitfocus on behalf of Provider or the safeguarding of such PHI to monitor compliance with this Agreement. Benefitfocus will reasonably cooperate with such assessment by providing access to knowledgeable personnel, physical premises, and documentation reasonably necessary to assess the controls applicable to the infrastructure and application software that process, store or transport data for Client pursuant to this Agreement. For the avoidance of doubt, this does not grant any additional system or network access not already granted under the Agreement.
- I. **Proprietary Information and Texas Public Information Act:** The Parties acknowledge and agree that certain information may be subject to disclosure under the Texas Public Information Act. Benefitfocus shall mark confidential and proprietary information and Client will, to the maximum extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary.
- J. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Client's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Client, its officers and



Client Services Agreement

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 Client by a party hereto, provided Client acted in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

- K. Notices: Any notices required or permitted hereunder shall be in writing and shall be delivered in person, by nationally recognized overnight courier service, by certified U.S. mail, postage prepaid, return receipt requested, or if provided herein or in an Order Form – email, addressed to the Party to be notified and in the case of Benefitfocus, to General Counsel, email Legal1@benefitfocus.com; and in the case of Client, to President/Owner at the address for such Party first set forth above or such address as either Party may hereafter specify in accordance herewith.
L. Attorney’s Fees: If any action is brought by either Party against the other Party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party all reasonable attorneys’ fees, costs and expenses incurred in connection with the prosecution or defense of such action.
M. Force Majeure: Neither Party hereto shall be in breach or default of any provision of this Agreement by reason of its delay or failure to meet any of its obligations hereunder due to any event, circumstance, or cause beyond its control such as, but not limited to, circumstances beyond Benefitfocus’ reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Benefitfocus employees), Internet service provider failures or delays, failures of telecommunication, or denial of service attacks. The performance of this Agreement shall then be suspended for as long as any such event shall prevent the affected Party from performing its obligations under this Agreement.
N. No Third Party Beneficiaries: Nothing herein shall confer, upon any person other than Benefitfocus, Client and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
O. Invalidity; Waivers: If any provision or portion of this Agreement is held invalid, illegal, void or unenforceable as it appears in this Agreement by reason of any rule of law, then such provision shall be construed as being enforceable to the extent allowed thereunder. All other provisions of this Agreement shall nevertheless remain in full force and effect. Neither of the Parties shall be deemed to have waived any of its rights, powers or remedies hereunder except in writing by the waiving Party.
P. Survival of Terms: Notwithstanding the expiration or earlier termination of this Agreement for any reason, the provisions of Articles II, III, IV, VI, and IX of this Agreement shall remain in full force and effect.
Q. Subcontractors: Benefitfocus may engage third parties to perform Services under this Agreement (each, a “Subcontractor”). Benefitfocus shall remain responsible and liable for Subcontractor’s performance of the Services.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives, in multiple counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

BENEFITFOCUS.COM, INC.

WILLIAMSON COUNTY

DocuSigned by: Nancy Nunn
By: Nancy Nunn
Print: Nancy Nunn
Title: VP, Corporate Controller
Date: March 29, 2021

By:
Print:
Title:
Date:



## Order Form

Pursuant to the terms and conditions set forth in the Client Services Agreement (“Agreement”) between Benefitfocus.com, Inc. (“Benefitfocus”) and Williamson County (“Client”) (collectively the “Parties”) and this Order Form, the Parties agree that Benefitfocus will provide to Client those Software Services identified and marked with an “X” in Section II for the fees indicated. The Professional Services and/or Software functionality (as applicable) are defined in the attached appendices.

I. Client Information		<input checked="" type="checkbox"/> New Client	<input type="checkbox"/> Existing Client	<input type="checkbox"/> System Integrator Implementation	<input type="checkbox"/> Reseller
1. Client Name:	Williamson County				
2. Address:	100 Wilco Way Georgetown, TX 78626				
3. Effective Date:	April 7, 2021				
4. Target Go-Live Date:	October 1, 2021				
5. End of Initial Term:	3 years from the date of <i>Benefitplace</i> Deployment as defined in Section IV				
6. Account Executive:	Amy Walker				
7. Solutions Engineer:	Sarah Collins				
8. Client Contact (name, phone number and email):	Shelley Loughrey 512-943-1533 <a href="mailto:sloughrey@wilco.org">sloughrey@wilco.org</a>				
9. Invoice Contact (name, email, address and county):	Shelley Loughrey <a href="mailto:sloughrey@wilco.org">sloughrey@wilco.org</a> Williamson County Benefits Dept. 100 Wilco Way HR-101 Georgetown, TX 78626 Williamson County				
10. Duplicate Invoice: (Yes/No):	No				
11. Duplicate Invoice Contact Information (name, email, address):	Not applicable				
II. Services:					
PROFESSIONAL & SOFTWARE SERVICES					
<input checked="" type="checkbox"/> <b>Benefitplace®</b> <input checked="" type="checkbox"/> Health Insights <input type="checkbox"/> HCM API <input checked="" type="checkbox"/> Benefits Service Center  <input type="checkbox"/> <b>Benefitplace Health Insights (Stand Alone)</b> <input type="checkbox"/> Additional Insights Data Sources (In Excess of Three)  <b>Benefitplace Product Upgrades</b> <input checked="" type="checkbox"/> Single Sign-On (SAML 2.0) <input type="checkbox"/> Additional HCM/payroll deduction files <input type="checkbox"/> Additional Data Load (Two (2) or More) <input type="checkbox"/> Total Compensation App (Self-Service) <input type="checkbox"/> acaMax  <b>Benefitplace Administrative Services</b> <input type="checkbox"/> Verification Services <input type="checkbox"/> One Time Dependent Audit <input type="checkbox"/> Ongoing Verification <input type="checkbox"/> Fulfillment Services <input type="checkbox"/> Open Enrollment Confirmation Statements <input type="checkbox"/> Color <input type="checkbox"/> Black & White <input type="checkbox"/> Post Cards (Color) <input type="checkbox"/> Custom Fulfillment Services <input type="checkbox"/> QMCSO Services <input type="checkbox"/> COBRA Administration <input checked="" type="checkbox"/> Benefitfocus ACA Management & Reporting <input type="checkbox"/> Optional Data Support Services <input type="checkbox"/> ACA Paper Fulfillment Services			<input type="checkbox"/> <b>Benefits Service Center Upgrade Options</b> <input type="checkbox"/> Extended Hours <input type="checkbox"/> Extended Hours (Open Enrollment Only)  <b>Benefitplace Professional Services</b> <input type="checkbox"/> Content Management Services: <input type="checkbox"/> One-Time <input type="checkbox"/> Refresh <input type="checkbox"/> Migration <input type="checkbox"/> Additional hours <input type="checkbox"/> Ongoing Subscription <input type="checkbox"/> Custom Report <input type="checkbox"/> Transmission Project <input type="checkbox"/> Business Restructuring Services <input type="checkbox"/> Annual <input type="checkbox"/> One-Time  <input type="checkbox"/> <b>Equifax Essentials Solution</b> <input type="checkbox"/> Standard Support <input type="checkbox"/> Premium Support  <b>Benefitplace Additional Services:</b> <input type="checkbox"/> One Place Registration Services  <input type="checkbox"/> <b>Open Enrollment Reservation</b>  <b>Benefitplace Billing Services:</b> <input type="checkbox"/> Direct Billing <input type="checkbox"/> Billing & Payment		



## Order Form

WageWorks, Inc. Services						
<b>WageWorks, Inc.</b>						
<input type="checkbox"/> COBRA <input type="checkbox"/> Complink 1 <input type="checkbox"/> Complink 2	<input type="checkbox"/> Direct Billing <input type="checkbox"/> Full Open Enrollment Services <input type="checkbox"/> Partial Open Enrollment Services	<input type="checkbox"/> HRA <input type="checkbox"/> Form 5500 (HRA)	<input type="checkbox"/> Commuter <input type="checkbox"/> FSA <input type="checkbox"/> Form 5500 (FSA)			
<b>Benefitplace Consumer Directed Healthcare Accounts</b>						
<input type="checkbox"/> FSA <input type="checkbox"/> HRA <input type="checkbox"/> HSA						
<b>III. Professional Services:</b>						
<b>A. Service:</b>						<b>One-Time Fee</b>
Benefitplace with Health Insights for Enrollment Eligible (Full) Employees						\$46,194.50
Single Sign-On (Requires SAML 2.0) (1 link)						\$2,500
Benefits Service Center						\$0 (waived)
HCM/API Integration Suite Payroll Integration Data Interfaces (Number: 1)						\$0 (waived)
<b>TOTAL ONE-TIME FEES</b>						<b>\$48,694.50</b>
<b>B. Professional Services Terms and Conditions:</b>						
1. Professional Services shall commence upon the Effective Date, and continue until Acceptance, as defined in Section III.B.2.						
2. Acceptance procedures are as follows:						
a. Each deliverable identified by Benefitfocus during implementation as Professional Services deliverables will be Accepted upon the earlier of; (i) Client uses the applicable Software Services or deliverable(s) under essentially normal operating conditions, or (ii) Client fails to reject the applicable Software Services within ten (10) business days of Benefitfocus' notice that the applicable Professional Services have been completed.						
b. Should Client reject a deliverable, such rejection must be accompanied by an explanation of the reasons for the rejection, including specific references to those portions of any relevant schedule, deliverable, acceptance criteria, or product Documentation, which is the basis for the rejection, including identifying those deficiencies that must be corrected in order for the deliverable to be Accepted. Client shall not offer as the basis for any rejection, and Benefitfocus shall not be required to correct, (i) any minor imperfections or defects that do not materially impair the operation or utility of any deliverable or the Software Services; or (ii) lack of data transmission to any non-integrated carriers; or (iii) any delays caused by Client or Client's carriers or vendors.						
3. Except as otherwise stated herein, the Professional Services fees defined in Section III will be invoiced upon Client's execution of this Order Form. Benefitfocus will invoice Client for any increases in the number of units (e.g., Enrollment Eligible Employees, Non-Enrollment Eligible Employees, Transmission Projects, Vendor Data Interfaces, Single Sign-On links, etc.) that occurs during the <i>Benefitplace</i> implementation upon Client's Acceptance.						
4. Client agrees that the Base <i>Benefitplace</i> Professional Services Fees include data exchange configuration enablement and testing services for the Vendor Data Interfaces listed in Appendix A. An additional one-time fee will apply for any changes or additions to such Vendor Data Interface list as defined hereunder.						
5. Support of an HCM Integration Suite solution beyond the scope defined in Appendices A and B, including, without limitation, a change in the described solution or an increase in the number of HCM Integration Suite Data Integration Interfaces to be supported, requires further scoping and fees. Except to the extent the delay is solely caused by Benefitfocus, and unless otherwise agreed upon in writing, there will be no extensions or refunds in the event Client fails to use the HCM Integration Suite Professional Services within twelve (12) months of the Effective Date.						
6. Client agrees to reimburse Benefitfocus for reasonable travel expenses approved in advance by Client for Professional Services for the implementation of the selected Software Services and understands that travel is not included within the fees presented herein and is an additional charge, which shall be invoiced at cost to the Client.						
<b>IV. Ongoing Software Services:</b>						
A. Services Description	Invoice Frequency	Rate	Employee Type	Minimum Quantity	Minimum Fee	Billing Terms
<i>Benefitplace with Health Insights</i>	Monthly	\$4.83	Enrollment Eligible Full	2,035	\$9,829.05	See Order Form, Section IV.B.2
<i>Benefitplace with Health Insights</i>	Monthly	N/A	Enrollment Eligible Voluntary Only	N/A	N/A	Not in Scope
<i>Benefitplace with Health Insights</i>	Monthly	N/A	Non-Enrollment Eligible	N/A	N/A	Not in Scope



Benefits Service Center	Monthly	\$1.71	Enrollment Eligible Employees	2,035	\$3,479.85	See Order Form, Section IV.B.3
Benefitfocus ACA Management & Reporting Services	Annual	\$3	All employees	1,925	\$5,775	See Order Form, Section IV.B.4

#### B. Ongoing Software Services Terms and Conditions

1. At the End of the Initial Term, and any renewal term thereof, the Ongoing Software Services shall automatically renew for additional one (1) year terms (each a "Renewal Term"), unless either party provides written notice of its intent to not renew not less than ninety (90) days prior to the end of the then current term. In the event Client wishes not to renew this Order Form, Client must give Benefitfocus written notice of intention to not renew according to the timeframes defined herein and prior to the expiration of the then-effective period. Any such notice must be sent to Benefitfocus by email to [Legal1@Benefitfocus.com](mailto:Legal1@Benefitfocus.com) or as required by the Agreement. Notices sent to Benefitfocus via any other method are not effective and will not result in non-renewal of this Order Form.
2. **Base Benefitplace with Health Insights Software Services:**
  - a. Commencement of the *Base Benefitplace with Health Insights* Software Services invoicing shall begin upon: (i) the month in which the Software Services achieve *Base Benefitplace* Deployment. "*Base Benefitplace* Deployment" is defined as the date that, (a) the Communication Portal available for use by Client (or any Authorized Users), or (b) any benefit to be managed within the enrollment module is available for use by Client (or any Authorized Users) or, (ii) provided that the delay is not caused solely by Benefitfocus, the Target Go-Live Date. For each day of delay caused solely by Benefitfocus, Deployment shall be delayed by an equal number of days.
  - b. Upon *Base Benefitplace* Deployment, and monthly thereafter, Benefitfocus will invoice Client based upon the greater of: (i) the minimum number of Enrollment Eligible Employees (Full or Voluntary Only) and Non-Enrollment Eligible Employees multiplied by the respective PEPM rate; or (ii) the actual number of Enrollment Eligible Employees (Full or Voluntary Only) and Non-Enrollment Eligible Employees loaded within the *Benefitplace* multiplied by the respective PEPM rate.
  - c. Client agrees that the *Base Benefitplace* Professional Services Fees include data exchange configuration enablement and testing services for the Vendor Data Interfaces defined in Appendix A. For any change or addition to the list defined in Appendix A, a \$3,500 fee per change shall apply for Transmission Data Vendor Interfaces and a \$8,000 fee per change for Transmission Project Data Vendor Interfaces and will be invoiced to Client as incurred. For the avoidance of doubt, an addition of a BenefitsPlace Benefit Catalog product or a replacement of a BenefitsPlace Benefit Catalog product with another BenefitsPlace Benefit Catalog product will not incur a fee.
3. **Benefits Service Center Services:**
  - a. Commencement of the Benefits Service Center Services invoicing shall begin upon: (i) the month in which the Benefits Service Center Services are made available to Client (or any Authorized Users), or (ii) provided that the delay is not caused solely by Benefitfocus, the Target Go-Live Date. For each day of delay caused solely by Benefitfocus, invoicing shall be delayed by an equal number of days.
  - b. Upon Commencement of the Benefits Service Center Services, and monthly thereafter, Benefitfocus will invoice Client based upon the greater of: (i) the minimum number of Enrollment Eligible Employees (Full or Voluntary Only) and Non-Enrollment Eligible Employees multiplied by the respective PEPM rate; or (ii) the actual number of Enrollment Eligible Employees (Full or Voluntary Only) and Non-Enrollment Eligible Employees loaded within *Benefitplace* multiplied by the respective PEPM rate.
4. **Benefitfocus ACA Management & Reporting Services:**
  - a. Standard IRS Reporting Services. Benefitfocus will invoice Client for the PEPY fee for the IRS Reporting Period selected above on April 1 of the IRS Reporting Period year or upon contract execution and, provided Client renews, each April 1 thereafter for the remainder of the Order Form term at the above PEPY rate. For the selected IRS Reporting Period and each additional Reporting Period thereafter, Benefitfocus will also determine the difference between the number of employees invoiced by Benefitfocus as of April 1 of the applicable Reporting Period and the actual number of employees electronically submitted to the IRS following such Reporting Period, and, to the extent the number of employees electronically submitted to the IRS is higher, then Benefitfocus will also invoice Client for the additional number of employees electronically submitted to the IRS multiplied by the above PEPY.
5. **Definitions:**
  - a. An "Additional *Benefitplace* Data Source for Initial Load" means that term defined in Appendix A to this Order Form.
  - b. A "Data Capture" means that term defined in Appendix A to this Order Form.
  - c. A "Vendor Data Interface" means that term defined in Appendix A to this Order Form.
  - d. An "Enrollment Eligible Employee" term used without reference to "Full" or "Voluntary Only" means both Enrollment Eligible Employee (Full) and Enrollment Eligible Employee (Voluntary Only).
  - e. An "Enrollment Eligible Employee (Full)" means an employee that is eligible for at least one (1) medical, dental, vision, or other IRC Section 125 benefit type within the *Benefitplace*.



- f. An "Enrollment Eligible Employee (Voluntary Only)" means an employee that is only eligible for enrolling in one (1) or more non-IRC Section 125 benefit types configured within the *Benefitplace*.
  - g. A "Non-Enrollment Eligible Employee" means an employee that is not eligible for enrollment in a benefit configured within the *Benefitplace* and is either, (i) provided access to the Employee Communication Portal component of the *Benefitplace*, or (ii) not provided access to the *Benefitplace* and, if applicable, is loaded within the *Benefitplace* solely for the purpose of performing data transmission and/or reporting functions.
  - h. An "Enrolled Employee with Dependent(s)" means a Client employee loaded within the *Benefitplace* that is enrolled in one or more configured benefit plans with a coverage level that includes at least one enrolled dependent.
  - i. A "HCM Integration Suite Data Integration Interface" means one data transmission link that includes up to one (1) inbound employee demographic file from Client's HR indicative or payroll system for importing within the *Benefitplace* and one (1) outbound deduction file exported to Client's HR indicative or payroll system from the *Benefitplace*.
  - j. A "Transmission Vendor Data Interface" means that term defined in Appendix A to this Order Form.
  - k. A "Transmission Project Vendor Data Interface" means that term defined in Appendix A to this Order Form.
6. The fees set forth in the Order Form will remain fixed for the first twelve (12) months following Deployment. Annually, thereafter, Benefitfocus will increase the Ongoing Software Services fees on an annual basis by the greater of 3% or CPI-U.
7. Certain services under this Order Form may be performed by Benefitfocus or Benefitfocus' subcontractors and vendors located abroad. Notwithstanding any such services performed by third parties, Benefitfocus shall remain liable for all services performed hereunder.

This Order Form is accepted and agreed to by:

**BENEFITFOCUS.COM, INC.**

**WILLIAMSON COUNTY**

DocuSigned by:

By: Nancy Nunn

By: \_\_\_\_\_

C2FCD423700D422...

Print: Nancy Nunn

Print: \_\_\_\_\_

Title: VP, Corporate Controller

Title: \_\_\_\_\_

Date: March 29, 2021

Date: \_\_\_\_\_



## Appendix A: Implementation Order Form

### Section I: HCM/API Integration Provider(s):

Total Number of HCM/API Integration Data Interfaces: 1

Vendor System/Version	File Type	Inbound or Outbound Exchange	System Administered by Vendor, Client, or Broker	Standard or Custom
Oracle E-Business	Employee Demographic File	Inbound	Client	Standard
Oracle E-Business	HCM Deduction File	Outbound	Client	Standard

### Section II: Direct Vendor Interfaces (Non-Benefit Catalog)

Total Number of Transmission Projects: 0

Total Number of Vendor Interfaces in Excess of Six (6): 0

Vendor Interface	Benefit Type	Data Capture, Transmission, Transmission Project, or Transmission (API)	PEPY (Y/N)?
UHC	Medical	Transmission	No
UHC	Dental	Transmission	No
UHC	Vision	Transmission	No
UHC	FSA	Transmission	No
UHC	DCFSA	Transmission	No
Symetra	Basic Life	Data Capture	No
Symetra	Basic AD&D	Data Capture	No
Symetra	Supplemental Life	Data Capture	No
Symetra	Supplemental AD&D	Data Capture	No
Symetra	Spouse Life / AD&D	Data Capture	No
Symetra	Dependent Life / AD&D	Data Capture	No
Symetra	Voluntary STD	Data Capture	No
Symetra	Voluntary LTD	Data Capture	No
MetLife	Accident	Transmission	Yes
MetLife	Critical Illness	Transmission	Yes
Hyatt / MetLife	Legal	Transmission	No
InfoArmor	Identity Theft	Transmission	Yes
Nationwide	Pet Insurance	Transmission	No

### Section III: Benefit Catalog Vendor Interfaces: N/A

### Section IV: Single Sign-On:

Total Number of SSO Link(s): 1

Single Sign-On Vendor	Direction (relative to Benefitfocus) Inbound or Outbound
Williamson County Sharepoint	Inbound

### Section V: *Benefitplace* Vendor Data Sources:

Total Number of *Benefitplace* Data Sources for Initial Load in Excess of one (1): 0



## Appendix A: Implementation Order Form

### Section VI. *Benefitplace* Health Insights Data Sources

<b><i>Benefitplace</i> Health Insights Data Source Support Services</b>			
<b>Ongoing Data File Sources</b>	<b>Historical Data File Sources</b>	<b>Data File Type</b>	<b>Frequency</b>
UHC	UHC	Medical Claim	Historical - one time; Ongoing - monthly
UHC	UHC	Medical Carrier Eligibility	Historical - one time; Ongoing - monthly
UHC	UHC	Prescription Claim	Historical - one time; Ongoing - monthly

### Section VII. Definitions:

1. “*Benefitplace* Data Source for Initial Load” means a third-party data source that is used to complete the initial data load of Client’s employee data within *Benefitplace* during the initial *Benefitplace* implementation.
2. “*Benefitplace* Health Insights Data Source” means a third party or Client-supplied data file source, which may include new, historical or replacement medical claim, prescription claim, eligibility and/or ancillary data file(s).
3. “Data Capture” link means that the applicable benefit type will be enabled and the associated benefit elections will be stored within the Enrollment Portal; provided, however, the transmission of such benefit elections data from Benefitfocus to the applicable carrier or third party provider system is not commercially available or in scope, and shall be the responsibility of Client (or its Authorized User) utilizing Benefitfocus’ standard or ad-hoc reports through self-service.
4. “HCM Integration Data Interface” means one data transmission link that includes up to one (1) inbound employee demographic file from Client’s HRIS system for importing within *Benefitplace* and one (1) outbound HRIS or HCM integration file exported to Client’s HR indicative or payroll system from *Benefitplace*.
5. “SSO Link” means a single sign-on link defined if designated as in scope per the Order Form.
6. “Transmission Vendor Data Interface” means that an interface to transmit the applicable employee benefits data from Benefitfocus to the applicable vendor system is commercially available for enablement within *Benefitplace* and will be enabled, tested, and deployed within Client’s production environment by Benefitfocus. This link also includes an API link made commercially available by Benefitfocus.
7. “Transmission Project Vendor Data Interface” means that the applicable vendor benefit type will be enabled as a Data Capture link; provided, however, that Benefitfocus will add such request to its EDI development queue in order to convert to a Transmission Vendor Data Interface.
8. “Vendor Interface” means a file containing Client Data for one or more vendor benefit products or other vendor indicative data that is transmitted from the *Benefitplace* Client’s third-party vendor or received from Client’s third-party vendor for importing within the *Benefitplace*.

This Appendix defines a high-level overview of the Professional Services to implement the Software Services specified in the Order Form between Client and Benefitfocus. Detail regarding specific tasks, resources, and deliverables are defined within the project plan created as part of project coordination and discovery.

**I. Benefitfocus Benefitplace (“Benefitplace”) Professional Services:**
**A. Benefitfocus shall:**

1. Conduct pre-implementation coordination and scheduling
2. Hold a discovery kick-off call to initiate implementation project, no later than ten (10) business days after second signature of this Order Form.
3. Create, review, and finalize project plan for *Benefitplace* implementation
4. Review and finalize system configuration and Documentation
5. Provide access to on-demand online standard training videos, assessments, and product documentation designed to provide users with foundational skills.
6. Provide quarterly content updates to ensure training information is aligned with system functionality.
7. Conduct internal quality assurance and Client acceptance testing
8. Complete Client Acceptance signoff and deploy to a production environment
9. For this implementation, Benefitfocus will configure one (1) benefit plan year, open enrollment. Should the Client request to change the scope of the implementation, Benefitfocus reserves the right to reassess the resource allocation strategy and timeline for the project, initiate contracting for a change request order form, and to charge fees for additional effort.
10. Client shall:
  - a. Provide all plan documentation, rates, employee demographic data, eligibility rules, and any additional information reasonably necessary for the completion of discovery and configuration of the *Benefitplace*. All benefit documentation and benefit and census data must be provided prior to the implementation kickoff date. Delays in providing this information may result in the delay of the Target Go-Live Date.
  - b. Provide resources to attend status meetings, participate in the completion of discovery and the testing of the *Benefitplace*, including, but not limited to Human Resources, payroll and other data subject matter experts, and IT resources.
  - c. Complete online trainings as required by the implementation project plan
  - d. Complete testing and provide signoff at key milestones defined in the implementation project plan
  - e. Complete the testing and validation efforts required by the implementation project before the Target Go Live Date. This effort includes, but is not limited to, platform testing, payroll and HCM integration testing, and end-to-end process testing. Signoff for these activities must be provided by Client before the Target Go-Live Date.

**B. The Professional Services defined under this Appendix are subject to the following implementation conditions:**

1. All benefit plans and carriers must be finalized ninety (90) days prior to the Target Go-Live Date. If this information is delayed, the target go live date will be pushed by an equal number of days, without penalty to Benefitfocus. Benefitfocus must receive current state benefits information and data for census and benefit data before the project kickoff date. Any delay in receiving the initially requested information may delay the Target Go-Live Date.
2. Should the Client provide new requirements after the signoff for system testing and validation, Benefitfocus reserves the right to delay the Target Go-Live Date of the platform to allow for necessary rediscovery, configuration, and testing.
3. Benefitfocus will be implementing the active population benefits administration onto the *Benefitplace* platform. Retiree benefits will be managed on the platform.
4. Benefitfocus will not be managing the enrollments or deductions for policies that are individually underwritten. These will be managed outside the system, as the *Benefitplace* platform requires a group-based and rule-based strategy to premium calculation.
5. Should it be determined during the implementation that an additional Vendor Data Interface is required, Benefitfocus will work with the Client and the applicable vendor to set up the Vendor Data Interface after a change request Order Form has been signed. This change request Order Form will have an implementation timeline independent from the timeline established in this Order Form.
6. Additional services beyond the scope of this Section may require further scoping and pricing, including, without limitation, implementation of a new Vendor Data Interface, implementation of a new payroll interface, changes to an existing payroll interface, or configuration services associated with a merger, acquisition, divestiture or other business change which requires *Benefitplace* Restructuring Services

**II. Benefitplace Implementation Services (Enrollment Portal):**
**A. Project coordination and discovery:**

1. Hold a discovery kick-off call to initiate the implementation project, including providing Client with templates for gathering benefits, plan, and rule information
2. Review and finalize enrollment configuration documentation, including implementation profile, change reason profile, and client-specific rules

3. Limited to those benefits and benefit providers specified as “EDI Transmission” within the Implementation Order Form, Benefitfocus shall provide HIPAA 834 and iMax<sup>®</sup> format specifications and participate in discovery calls with Client and Client’s benefit provider to plan EDI protocols, including schedules, file naming conventions, transmission details (*e.g.*, URLs for Secure FTP), exception handling procedures, and data maps

**B. Configuration of enrollment application and standard and advanced reporting functionality:**

1. Configure enrollment application with Client’s plans, offerings, and designated carrier contract rules
2. Configure open enrollment dates and enablements
3. Enable standard and advanced *Benefitplace* reporting functionality
4. Benefitfocus offers standard reporting options that can be utilized through the self-service tool *Benefitplace*. Any manipulation or modification of these reports that is requested by Client is the responsibility of the Client, unless the building of custom reporting options has been purchased.
5. Each of the items listed above may require that the Client and Benefitfocus agree to certain standard parameters and rules, including, but not limited to, benefit eligibility, deduction calendar setup, qualified life event processing, and other applicable business rules that will be used by the Client. In other cases, the *Benefitplace* platform may provide alternative parameters and rules that may be used by the Client. However, in all cases, the functionality of the *Benefitplace* platform will be limited by the parameters, rules, alternatives and options that the *Benefitplace* platform currently uses and is designed to permit as of a given time to address the issues listed above.

**C. Initial Data Load (Enrollment Portal):**

1. Client will provide Benefitfocus with the appropriate data sets from either its current system of record or its carriers.
2. Once the applicable data files are received from Client and Client’s benefit providers (as applicable), Benefitfocus will load the applicable employee benefits data, dependent information, and current benefit elections that include EOI in the enrollment portal (excluding all benefit elections that do not include EOI beneficiary information) and perform internal quality assurance of loaded data. Benefitfocus will not load Beneficiary data.
3. Client understands the accuracy and completeness of the data loaded into the *Benefitplace* is directly impacted by the accuracy and completeness of the data provided by or on behalf of the Client.
4. Client will validate all data extracts prior to delivery from Client to Benefitfocus
5. Client will provide data files in the format defined in the *Benefitplace* file specification.
6. Benefitfocus may require that the Client shifts to an active open enrollment strategy where members must actively elect their benefits to retain them for the next plan year if the health of the data is in a poor state.

**D. Conduct Client Acceptance testing:**

1. Provide Client access to test system configured with Client-specific settings
2. Schedule and conduct a walkthrough of enrollment system with Client to review business rules and plan configurations
3. Verify data load, review exceptions with Client, and determine strategy for resolving data exceptions
4. Client will complete testing and validation of the *Benefitplace* platform prior to the Target Go-Live Date.
5. Provide templates for Client signoff on acceptance of employer and rate information

**III. *Benefitplace* Implementation Services (Content Manager):**

**A. Project coordination and discovery:**

1. Provide online training video and user guide
2. Hold a 1-hour discovery session to review Client corporate style, URL, and content library configuration

**B. Configuration of the Content Manager:**

1. Activate the Content Manager with Client-specific URL (20-character limit with no special characters or dashes)
2. Upload Client’s logo
3. Provide up to 5 hours of support to configure Content Manager navigation, pages, upload content, and audience filtering
4. Display pre-authored *Benefitplace* content per Client’s specifications

**C. Client shall:**

1. Provide Benefitfocus with URL and logo (.png, .gif or .jpg) image
2. Provide all written content
3. Complete configuration of the Content Manager in preparation for use by Client and its Authorized Users

**IV. Advanced Branding**

- A. Design advanced theme and branding provided by Benefitfocus Design Consultants, based upon branding guide provided by Client for the setup of a branding style tile. No additional branding updates will be made after the implemented deployment, unless assessed with additional charges. Includes:

1. Private label configuration
2. Configurable colors, fonts and styles throughout the Member Role™
3. Configurable design of small and large icons
4. Configurable colors and fonts of buttons

5. Configurable tab names, as applicable

**V. Platform Usage Stats**

- A. Enable Platform Usage Stats monitoring tool used to analyze member engagement and utilization of provided features. This includes the ability for Client HR Administrators to track member activity in the *Benefitplace*. Platform Usage Stats will be made available to the Client HR Administrator within the Benefits Administrator role.

**VI. Data exchange (eLinks) Implementation Services:**

- A. Implement and test the facilities for EDI data transmission (Transmission eLinks) and Data Capture (Transmission Projects) of benefit elections from *Benefitplace* to Client's benefit providers, who are integrated with Benefitfocus and identified within the Implementation Order Form as "Transmission" or "Data Capture (Transmission Project)", and utilizing HIPAA 834 or iMax<sup>®</sup> and benefit provider transmission schedules
- B. If it is determined throughout the implementation that the Client's membership system within the applicable vendor system uses a legacy format is not supported by the standard integration established between Benefitfocus and that vendor, or the vendor refuses to integrate with Benefitfocus for the Client, Benefitfocus may change the transmission status to "Data Capture."
- C. Should it be determined during the implementation that an additional vendor interface is required, Benefitfocus will work with the Client and the applicable vendor to set up an interface after a change request Order Form has been signed. This change request Order Form will have an implementation timeline independent from the timeline established in this Order Form and may be subject to additional fees.

*EDI development for a Transmission eLink or a Data Capture (Transmission Project) requires the cooperation and consent of the applicable carriers or benefit providers, which may grant or withhold such cooperation and consent in their sole discretion, and which is further subject to the Benefitfocus integration schedule and software release process. Benefitfocus shall utilize commercially reasonable efforts to make such connections available by the Target Go-Live Date, but shall not be liable for any delay or failure by the carrier or benefit provider to grant such connection, and unless specifically stated herein, Benefitfocus does not warrant any date or availability for such connections. Client further acknowledges that additional scoping and pricing may be required to the extent a standard Benefitfocus file format and specifications are not utilized to convert a Data Capture (Transmission Project) into a Transmission eLink. Client shall provide Benefitfocus with the contact information for each carrier, along with authorization to contact each carrier to gather the necessary information to configure, test and deploy these connections.*

**D. Data exchange configuration and testing services:**

1. Configure outbound data extraction jobs for each of Client's data transmission links
2. Create at least one (1) test file for each data transmission link and provide to the respective carrier/vendor via the documented transmission method.
3. Client shall require carrier/vendor to validate transmission within two (2) days of receipt.
4. Participate with Client on carrier/vendor testing calls to review and validate file extract
5. Any other transmission of Client's benefit election data shall be the responsibility of Client utilizing Benefitfocus' standard or ad-hoc reports (Client Self Service)

**VII. HCM Integration Suite Implementation Services:**

*Due to the custom nature of HCM systems integrations, HCM Integration Suite Connect implementation is scheduled according to the Benefitfocus release schedule*

- A. HCM Integration Suite Implementation Services requires technical discovery and configuration
- B. **Inbound and outbound files:** Implement one (1) file-based data exchange (inbound demographic file and outbound deduction file) interface to and from Client system using a Benefitfocus file format. Benefitfocus will:
  1. Hold a discovery call with Client's payroll or HRIS system subject matter expert
  2. Provide specifications to Client on the Benefitfocus file format and required data elements
  3. Document schedule and connections specifications for regular inbound and outbound file exchange
  4. Review Benefitfocus job and exception reports and define error resolution procedures
  5. Determine and document a schedule for payroll implementation, testing, and deployment
  6. Conduct payroll integration file or HRIS integration file testing
  7. Conduct up to three (3) successful test cycles in which a test employee demographic file is received from Client and processed into *Benefitplace*
  8. Conduct up to three (3) successful test cycles in which test payroll integration file or HRIS integration file is extracted from *Benefitplace* and imported into the Client system

**VIII. Cost Estimator Implementation Services:**
**A. Project coordination and discovery:**

1. Hold a discovery kick-off call to initiate implementation project, including providing Client with templates for gathering medical plan attribute and rule information
2. Create, review, and finalize project plan for Client implementation
3. Review and finalize enrollment configuration documentation, including implementation profile and Client-specific rules
4. Configuration of Cost Estimator within online enrollment

**B. Carrier enablements:**

1. Plan attributes for the medical plans defined during discovery
2. Cost estimator
3. Client plan dependency rules (as applicable)
4. Healthcare utilization data:
  - a. Generic: Storage and enablement of healthcare utilization data (the "Utilization Data") based upon healthcare cost, utilization, and expected values for a particular age and gender based upon national averages provided by the Medical Expenditure Panel Survey of the US Dept. of Health and Human Services for a consumer selecting private coverage in the United States (the "MEPS national averages")

**C. Conduct Client acceptance testing:**

1. Provide Client access to test system configured with Client-specific settings
2. Schedule and conduct walkthrough of Cost Estimator with Client to review configurations
3. Test the facilities for data integration from *Benefitplace* and Client's data warehouse to the Cost Estimator to validate the estimated medical plan costs based upon the configured plan attributes and selected Utilization Data

**IX. *Benefitplace* Health Insights Professional Services:**
**A. Initial Implementation Services**

1. Project coordination and discovery services:
  - a. Conduct pre-implementation coordination and scheduling
  - b. Hold a discovery kick-off call to initiate implementation project
  - c. Create, review, and finalize project plan for implementation
  - d. Hold a discovery session
  - e. Provide an overview of functionality

**B. Data Source Integration Services:**

1. Implement and test the facilities for data transmission from Client's data file source(s), as defined herein, and utilizing Benefitfocus standard file formats, data processing logic, and schedules:
  - a. Medical eligibility/claim data transmission - inbound transmission of the medical historical eligibility and claim extract files from Client's applicable data file source(s) defined in the attached Appendix A or as defined in a subsequent Order Form, and implementation of the file layout into the standard Benefitfocus data set and standard data validation and translation process for loading
  - b. Prescription data transmission – inbound transmission of Client's pharmacy data file sources defined in the attached Appendix A or as defined in a subsequent Order Form, as applicable, and implementation of the file layout into the standard Benefitfocus data set and standard data validation and translation process for loading
  - c. Ancillary data transmission – inbound transmission of Client's ancillary data file sources defined in the attached Appendix A or as defined in a subsequent Order Form, as applicable, and implementation of the file layout into the standard Benefitfocus data set and standard data validation and translation process for loading
  - d. Client has been advised and understands that data transmission from unique data file sources requires the cooperation and consent of those data file sources, which those data file sources may grant or withhold in their sole discretion, and which are further subject to the Benefitfocus integration schedule. Data file sources may also charge a fee for providing data extracts. Benefitfocus shall utilize commercially reasonable efforts to make such connections but shall not be liable for any failure by the data file source to grant such connection, and unless specifically stated herein, Benefitfocus does not warrant any date or availability for such connections.
  - e. *Benefitplace* Health Insights integration of new data file source(s) is dependent on the applicable carrier or provider of data file source(s). Implementation of data file source(s) will begin after the second signature of the applicable Order Form and confirmation from the customer that applicable data file source(s) have agreed to release of data. Data files must be received from the applicable carrier or provider of data file source(s) no later than sixty (60) days from the second signature of the applicable Order Form to meet the data source integration target date of approximately one hundred twenty (120) days. In addition, if questions arise about the data and responses are not received from the applicable carrier or provider within five (5) business days, Client will be notified, and the target date may not be attainable. Benefitfocus will work with Client to resolve all issues that arise.

**C. *Benefitplace* Health Insights Training Services**

1. Benefitfocus will provide the following *Benefitplace* Health Insights overview to Client:
  - a. An overview of *Benefitplace* Health Insights for HR Administrators, which shall include:
    - i. Review of Cost Estimator with integrated healthcare usage navigation and functionality
    - ii. Navigating to the *Benefitplace* Health Insights dashboard and overview of metrics, interactive click-thru and details
    - iii. Utilizing *Benefitplace* Health Insights dashboard filtering and printing functionality
  - b. Benefitfocus shall provide the following training to Client:
    - i. System operations training:
      - (a) Designed for users who will not only need to operate the basics of the *Benefitplace* Health Insights portal, and may also be called upon to operate the *Benefitplace* Health Insights Software Services functions in the course of business operations
      - (b) This session provides in-depth training and includes problem solving scenarios for attendees
2. System configuration and maintenance training:
  - a. Designed for users tasked with managing the content of the *Benefitplace* Health Insights portal. While training is more technical in nature, attendees should have participated in system operations training to ensure a basic knowledge of system navigation and familiarity with the user audience
  - b. Primary training topics include user management, technical system configuration, and per-group implementation
3. Additional computer-based training sessions or onsite training at the Benefitfocus Charleston office are available at then-current Benefitfocus rates.

#### **X. Benefit Service Center (“BSC”) Implementation Services:**

- A. Project coordination and discovery shall include:
  1. Schedule and conduct a discovery kick-off meeting to:
    - a. Establish roles and responsibilities
    - b. Review Implementation process
    - c. Establish project plan and timeline
    - d. Set expectations for discovery
  2. Review discovery call agenda, and make adjustments as required
  3. Define BSC business processes, procedures and protocols with Client and collect:
    - a. Organizational overview training; purpose, values
    - b. New hire orientation training
    - c. Benefit - Summary Plan Description
    - d. Benefit - Summary of Benefits
    - e. Benefit Plan rules, processes and procedures
    - f. Frequently asked question responses
    - g. Contact information
    - h. Determine requirements for carrier system access permissions
  4. Additional Services:
    - a. Capacity and resource forecasting
    - b. Establish access permissions
    - c. Enable Interactive Voice Response (IVR)

#### **XI. Single Sign-On Professional Services:**

- A. Single sign-on setup and configuration consists of discovery, user mapping, transport technology, PingFederate configuration, testing support, operational monitoring, and maintenance and includes:
  1. Technical discovery to identify technical and functional requirements and limitations
  2. Setup and configuration of one single sign-on link from Client’s Sharepoint portal to *Benefitfocus Benefitplace*
  3. Single sign-on implementation using standard SAML 2.0 technology, or the current version thereof
  4. Single sign-on deployment to allow *Benefitfocus Benefitplace* to open in a new window when launched from Client’s Sharepoint portal
  5. Configuration of links/URLs for single sign-on credential exchange
  6. Configuration and support of keep-alive and logout URLs
- B. Client shall be responsible for coordinating with Benefitfocus to create user accounts and update account information to permit the single sign-on to operate as configured and implemented.



## Appendix C: Software Services and Software Support Description

This Appendix defines a high-level overview of the functionality of the Software Services selected in the Order Form between Client and Benefitfocus. To the extent applicable, detailed functionality for the Software Services, subject to warranty claims, is defined within the current versions of the User Guide, Admin Guide and Report Guide, as provided to Client, and as updated with each new release.

### I. Summary of *Benefitplace* Functionality:

#### A. Content Manager:

1. An online, Client-branded internet portal utilizing a unique URL providing:
  - a. A content management system, including on-line tools for Client management
  - b. Content libraries and tools (including Frequently Asked Questions, RSS feeds, to-do lists, and training libraries)

#### B. Online Benefit Enrollment:

1. Online enrollment for Client's benefits (listed in Appendix A to the Order Form - Implementation Order Form), or as may be amended via an eLink Order Form and consisting of:
  - a. Employee tasks:
    - i. Enter or change personal and demographic information
    - ii. Benefit elections and life event changes
    - iii. Printing of enrollment confirmation
  - b. HR Administrator tasks (in addition to employee tasks):
    - i. Add/terminate/rehire employees
    - ii. Add, change, or cancel COBRA elections
  - c. Defined contribution functionality:
    - i. Shopping cart feature within the Benefitfocus Employee Role™, including:
      1. Display of applicable defined contribution amounts based upon the configured business rules and benefit enablements
      2. Progressive allocation of the defined contribution amounts based upon the plans selected during the enrollment user workflow
  - d. Cost Estimator to compare plan attributes and out-of-pocket expenses for selected medical plans
2. Enablement and display of third-party service provider products from the Benefitsplace Benefit Catalog to Authorized Users utilizing Benefitfocus standards.
3. Client acknowledges agrees that:
  - a. Benefitfocus and/or its wholly-owned subsidiary, Benefitstore, Inc., may receive compensation for placement of certain Benefitsplace products
  - b. Notwithstanding anything to the contrary stated within the Agreement, Benefitfocus may use Client Data, including, but not limited to contact, demographic, beneficiary and dependent information and information regarding previously enrolled benefits to market and provide other Services to Client's current and terminated Authorized Users.

#### C. Reporting Library:

1. A tool that offers options to generate and view reports by HR Administrators access to employee benefit-related data. HR Administrators are able to:
  - a. Apply various filters to capture the critical data points
  - b. Download reports via Excel, CSV, and PDF

#### D. Event driven notifications:

1. *Benefitplace* provides eMail and SMS text messaging capabilities through the use of the Benefitfocus event driven messaging framework, which allows HR Administrators the option to:
  - a. Send scheduled messages, confirmation messages and event-based messages to their Authorized Users
  - b. Create edit and manage message content and details
  - c. Establish event driven rules for when a specific message can be sent (*e.g.*, when an Authorized User reaches a specific age, based on the individual employee's start and end date of enrollment, etc.)
  - d. Select messages to be delivered via eMail or SMS Text Message

**Note:** *eMail messages and SMS text notifications are available to the Client at no additional fee as part of the Benefitplace offering.*

#### E. eLinks:

1. Infrastructure for submission of benefit elections to Client's benefit providers, utilizing HIPAA 834 and iMax® file formats with Benefitfocus integrated carriers (utilizing Benefitfocus eLinks) or Client submission of enrollment reports to Client's benefit providers (Client Self Service), as applicable

#### F. HCM Integration Suite Connect:

1. Infrastructure for import and export of data to and from Client's payroll system utilizing a file format developed by Benefitfocus
2. Import data into *Benefitplace* containing eligibility updates such as new hires, terminations and category changes

3. Export data to Client's payroll system from *Benefitplace* containing outbound deduction amounts or codes

**G. Cost Estimator:**

1. An online, interactive decision aid tool made available within *Benefitplace*, which provides the following functionality when launched from the Medical Plan Selection Page of Online Enrollment:
  - a. Comparison of up to four (4) medical plans [up to three (3) side-by-side on screen comparisons] based upon plan attributes configured within *Benefitplace*, by way of example, out-of-pocket maximums, deductibles, co-insurance percentages, plan rates (the "Plan Attributes"), and typical healthcare usage (the "Utilization Data"), and cost information
  - b. Cost estimator to calculate the estimated cost for each medical plan selected, based upon the selected Plan Attributes and Authorized User's Utilization Data:
    - i. The Cost Estimator estimates the Authorized User's costs based upon benchmark healthcare cost and utilization data provided by the Medical Expenditure Panel Survey of the US Dept. of Health and Human Services (the "MEPS national averages"). Authorized Users can apply to their own expected utilization as they compare plans. The default Utilization Data is based upon expected values for a particular age and gender based upon national averages for consumer selecting private coverage in the United States.
    - ii. The Cost Estimator defaults the Authorized User's Utilization Data based upon healthcare utilization data as available within the *Benefitplace* Health Insights Software Services.
    - iii. Authorized Users may adjust the default Utilization Data within the Cost Estimator to personalize their Utilization Data based upon their expected future healthcare utilization, such as frequency of doctor's visits or number of prescriptions filled
  - c. Display of estimated annual costs based upon the premium value for each medical plan, estimated out-of-pocket costs calculated by the cost estimator, Client contribution, and tax advantage accounts
  - d. Printable version of the medical plan comparison performed by the Authorized User to include plan details and out-of-pocket cost estimates for each of medical plans being compared
  - e. The Cost Estimator will be made available within *Benefitplace* during Client's open enrollment and throughout the Client plan year to support new hires and qualified life event transactions
  - f. Configuration changes (such as changes in variables) to Client's plan attribute groups, for Client's initial and subsequent open enrollment period(s) configured within *Benefitplace* are included at no additional cost for the term of the Order Form. Additional services not included within the scope of this Appendix C are subject to further discovery and scoping and may require additional fees.

**H. Summary of *Benefitplace* Health Insights Software Services:**

1. A web-based portal, which provides the following *Benefitplace* Health Insights Software Services:
  - a. Data analysis and reporting of health data with the ability to benchmark and organize information on demand while comparing diagnoses, procedure costs and utilization patterns:
    - i. Provide key functionality to analyze historical utilization trends, review claim payment details and compare benchmark data
    - ii. Allow the user to create ad hoc management reporting and customized data exports
    - iii. Allow the user to utilize applications to analyze and report: health plan utilization and cost analysis by provider, procedure or diagnosis, health expenditures for specified time period, by company or department, perform a comparison to benchmark data and report prescription drug utilization
    - iv. Clinical analysis and prediction provided through sublicense the Johns Hopkins ACG® System which provides the ability to identify chronic conditions and care compliance within the member population and produce member and population risk scoring and projected costs
    - v. Plan modeling using historical health plan data and multiple plan scenarios to predict the financial impact of plan design changes and develop a comprehensive view of future plan costs. A feature which provides the capability to create multiple "what-if" scenarios to evaluate variations in plan designs and provide ability to evaluate cost shifting alternatives, including co-pay, coinsurance, and out of pocket maximums
  - a. A dashboard within the *Benefitplace* for Employers that provides a set of metrics to measure applicable member health plan cost, enrollment and utilization data and other applicable health data for the most recent twelve-month period.
    - i. The HR Administrator may view applicable metrics within the dashboard or print applicable report results in PDF format
  - a. Display of medical and prescription claim utilization data within the Cost Estimator application and based upon the utilization received from Client's applicable data sources defined herein



## Appendix C: Software Services and Software Support Description

### II. Summary of *Benefitplace* Support Services:

#### A. *Benefitplace* technical services:

1. Monitoring of technical services, including system connectivity to the Internet, server capacity and configuration, application performance, power, failover and disaster recovery systems
2. Administration and maintenance of database configurations, disk space, and required hardware components
3. Staffing for 24/7 response to critical alerts. A "critical alert" is an error or other issue which materially degrades Client's use of the Software Services or causes serious disruption of Client's business function supported by the Software Services.
4. Liaison services with Client information technology departments, as required to provide the Software Services

#### B. eLinks and HCM Integration Suite Connect, and software configuration support:

1. Manage and monitor eLinks and HCM Integration Suite Connect data transmission, data transmission in support of certain look back services provided to Client by Client's third-party vendor as implemented
2. Research and resolve data conflicts and errors, as applicable
3. Implement updates to Client's business rules, benefits configurations, and eLinks implemented within the software upon instruction by Client
4. Manage and monitor Cost Estimator, as implemented
5. Manage and monitor SSO Links, as implemented

#### C. Application support:

1. Application support shall be provided by a Benefitfocus Account Manager from 8:00 a.m. to 8:00 p.m. EST subject to Daylight Savings Time rules, Monday through Friday (excluding Benefitfocus holidays). Application support includes:
  - a. Navigational application support
  - b. Password reset and access assistance
  - c. Application issue reporting

#### D. Ongoing software maintenance:

1. Design and development of features, enhancements, and other updates for inclusion in software releases, patches, test environments, and Documentation
2. Ongoing updates to standard product Documentation, user guides, training materials, and online help

#### E. *Benefitplace* Health Insights Managed Services:

1. Data Source Support:
  - a. Regularly load and verify the applicable data supplied to Benefitfocus from Client's data file source(s) as defined herein
  - b. Provide technical and process support for data loading and management during regular Benefitfocus business hours through email, fax and telephone
2. Technical support to maintain the technical infrastructure for the Benefitfocus Health Insights Software Service
  - a. Navigational and password reset assistance during regular business hours through email and telephone for the Benefitfocus Health Insights Services

### III. Summary of Benefit Service Center ("BSC"):

#### A. BSC services - Benefitfocus will provide the following BSC services:

1. Technology:
  - a. One (1) dedicated toll-free number for the purposes of receiving inbound calls from Authorized Users and to include live personalized service from 8:00 a.m. to 8:00 p.m. EST, Monday through Friday and subject to Daylight Savings Time rules (excluding Benefitfocus holidays)
  - b. Benefitfocus will record Authorized User inbound calls for quality assurance and training purposes.
  - c. Call recordings will be stored for one year following the call.
  - d. Monthly performance reports to include average speed to answer, abandonment rate, email response time and category of call received
2. Benefits Service Center Services:
  - a. Dedicated email address for Authorized User inbound emails with personalized answers
  - b. Live chat support through the *Benefitfocus Benefitplace* portal during the BSC hours of operation
  - c. Documentation of Authorized User inquiries within client relationship manager software
  - d. Benefit support to address benefit inquiries received from Authorized Users utilizing Client's applicable business rules and processes ("Client's Program Criteria") and call transfer protocols
  - e. Application support to address application inquiries received from Authorized Users including:
    - i. Navigational application support
    - ii. Password reset and access assistance
    - iii. Application issue reporting
3. Manage and monitor Interactive Voice Response (IVR), as implemented



## Appendix C: Software Services and Software Support Description

4. Foreign language services. Support from over the phone interpretive services. Benefitfocus associate speaks to the caller through the Benefitfocus provided interpreter, who interprets the conversation meaning-for-meaning.
4. Telephonic enrollment. Benefitfocus benefit administrators will enter elections on behalf of Authorized Users directly within the enrollment application based on the specific requests of the Authorized User, consistent with Client's program criteria:
  - a. Benefitfocus benefit administrators will verify and/or update Authorized User information as provided by the Authorized User
  - b. Benefitfocus benefit administrators will inform Authorized Users that they have access to the online enrollment portal and train them on how to use it if they are interested
5. Evidence of insurability ("EOI") application support, including:
  - a. Update of Authorized User EOI information within the Benefitfocus Benefitplace according to Client's Program Criteria
  - b. EOI services are subject to the following assumptions:
    - i. Client will coordinate with applicable carrier(s) and the BSC to grant access to the Carrier's EOI online portal. If access to the Carrier's EOI online portal is unavailable, Client will coordinate with Carrier(s) and BSC to ensure BSC has access to EOI approval and denial statuses.
    - ii. Carrier is responsible for providing the effective date for the approved coverage amount.
    - iii. Subject to the agreed upon business requirements with the Client or Carrier, if an Authorized User has exceeded ninety (90) days from the date of election, and has not been approved by the Carrier, Benefitfocus will removing the pending EOI election within the Benefitfocus Benefitplace.
6. Appeal support, including:
  - a. Benefitfocus will accept eligibility and enrollment appeals submitted by Authorized Users and process those appeals utilizing Client's applicable business rules and processes ("Client's Program Criteria").
  - b. Assumptions:
    - i. Does not include claims appeals
    - ii. No paper fulfillment accepted or mailed

This Appendix defines a high-level overview of the functionality of the ACA Management and Reporting Services specified in the Order Form between Client and Benefitfocus provided to Client. The services defined herein include 1094-C/1095-C reporting to the Internal Revenue Service (IRS).

### I. ACA Management and Reporting Implementation Services:

*Anticipated dates for implementation and deployment will be determined during technical discovery. The below services require technical discovery and configuration and will occur sometime after configuration of the Benefitfocus Benefitplace and may require coordination with the Benefitfocus software release schedule.*

- A. **Standard IRS Reporting Services:** For the applicable Reporting Periods, Benefitfocus will provide Client with the ability to load the applicable data required for the current Reporting Period within a self-service file upload tool in order to populate the 1095-C Forms, and utilizing the standard Benefitfocus file format and specifications (the "Standard IRS Reporting Services").
- B. **Optional Data Support Services:** For the applicable Reporting Periods, Client has the option, at the rates and deadlines set forth herein, to request that Benefitfocus provide support for the applicable Reporting Period to help Client format the required data provided by Client into the standard Benefitfocus file format and specifications required for self-service file uploading and/or assist Client with resolving applicable data exceptions resulting from such file upload (the "Optional Data Support Services").
- C. **For the above services, Benefitfocus will:**
  1. Conduct a discovery call with Client
  2. Provide specifications to Client on a required file format(s) and data fields
  3. Review process workflow and define error resolution procedures
  4. Determine and document schedule for implementation, testing, and deployment
  5. Conduct testing in a test environment

### II. ACA Management and Reporting Software Services

- A. **1095-C Forms:** For the applicable Reporting Periods, Benefitfocus will provide:
  1. An electronic version of the 1095-C Form, populated with Client-specific employee data, in PDF format and made available for Client download/printing, and a report made available for generation by Client, in xml file format, for Client's submission to the IRS or other third party designated by Client.
- B. **1094-C Forms:** For the applicable Reporting Periods, Benefitfocus will provide an electronic version of Client's 1094-C Form, populated with Client-specific employee data, within the *Benefitfocus Benefitplace* in PDF format and a report made available for generation by Client, in xml file format, for Client's submission to the IRS or other third party designated by Client.
- C. **IRS Submission:** To the extent that Benefitfocus is authorized and permitted to do so by the IRS, upon Client's request and authorization, Benefitfocus shall submit the 1095-C and 1094-C Forms to the IRS on behalf of Client for the applicable Reporting Periods.

*Client acknowledges that, as of the Effective Date of this Order Form, the regulations for implementing the requirements for electronic submission of the 1094-C/1095-C forms to the IRS are still subject to interpretation from administrative agencies and courts of competent jurisdiction, which may result in changes in the way the requirements are to be implemented. In the event that regulations (or the interpretation thereof) change in a manner that (1) requires Benefitfocus to materially alter its corporate structure or obtain other professional or business licenses (including without limitation designation as a tax preparer or other professional organization by the IRS); or (2) revokes the appropriate qualifications and authorizations to permit Benefitfocus to perform the data submission to the IRS; or (3) does not provide Benefitfocus with reasonable advance notice to permit Benefitfocus to make changes or obtain additional qualifications or authorizations to perform the data submission to the IRS (including any applicable changes to technology related to submission of the data to the IRS or other applicable Federal agency), then Client will be responsible for Self Service submission of the 1094-C/1095-C data to the IRS as further defined hereunder.*

### III. Terms and Conditions:

- A. For the applicable Reporting Periods, there is a minimum sixty (60) day testing period for the Standard IRS Reporting Services and Optional Data Support Services. All required data for the IRS 1095-C Forms must be provided, loaded, signed-off on and finalized by Client not later than January 7 of the calendar year following the applicable Reporting Period in order for Benefitfocus to make the electronic version of the 1095-C IRS Forms available within the *Benefitfocus Benefitplace* and print and mail the 1095-C Forms, post-marked on or before the applicable due date required by the IRS. By way of example, for the 2021 IRS Reporting Period, Client must upload the final version of the required data within *Benefitfocus Benefitplace* by January 7, 2022 in order for Benefitfocus to make the electronic versions available by the required IRS deadline and print and postmark the hard copies by the required IRS deadline.
- B. The data format Client will utilize to review the loaded data during testing will be provided in .csv file format only.
- C. Client shall be responsible for providing and uploading the required data, utilizing the standard Benefitfocus file format and specifications, and validating the accuracy of the uploaded data. Upon Client uploading the required data via the self-service file upload tool, Client may make corrections to the loaded data by manually correcting such data within the *Benefitfocus Benefitplace*



## Appendix D: ACA Management and Reporting Services

user interface or uploading additional employee demographic data files via Client's payroll interface or the self-service file upload tool.

- D. Client acknowledges that the above ACA Management and Forms will only contain data for Client's medical benefit(s) as configured within the *Benefitfocus Benefitplace* (i.e., excludes all other benefit types).
- E. Access to electronic versions of the 1095-C Forms will only be provided to Client's actively-employed employees ("Active Employees"), which shall exclude employees designated with a "COBRA", "Terminated", or "Leave of Absence" status within or are otherwise not provided access to the *Benefitfocus Benefitplace* ("Inactive Employees"). Access to electronic versions of the 1095-C Forms will not be provided to Inactive Employees, or in the event Client terminates the *Benefitfocus Benefitplace* services prior to the applicable Reporting Period deadline. If Client does not purchase the Paper Fulfillment Services, then Client is responsible for printing and mailing such 1095-C Forms to its Inactive Employees, or in the event it terminates the *Benefitfocus Benefitplace* services prior to the applicable reporting deadline, at its own cost and expense. If Client purchases the Paper Fulfillment Services, then Benefitfocus will mail the 1095-C Forms to all Active Employees and Inactive Employees loaded within the *Benefitfocus Benefitplace* as a part of the Paper Fulfillment Services.
- F. To the extent Client has purchased the Benefits Service Center ("BSC") call center support, Benefitfocus will respond to member inquiries related to the 1095-C/1094-C Forms pursuant to the mutually agreed upon member support call script. In the event Client has not purchased BSC call center support, Benefitfocus will advise members to contact the Client-designated representative for inquiries related to the 1095-C/1094-C Forms.
- G. Notwithstanding anything to the contrary stated herein, in the event that the reporting requirements associated with the Affordable Care Act (ACA) are abolished by Federal Regulation as published within the CFR, Client shall have the right to terminate the ACA Management and Reporting Services for the applicable Reporting Period, and Benefitfocus will provide Client a pro-rata refund of fees pre-paid for such Reporting Period, measured as of the effective date abolishing the ACA reporting requirement.

T2590 Web Based Enrollment System		Benefits Team Evaluation				
01.20.2021						
Criteria	Max	BenefitFocus	EverythingBenefits	Benelogic	Winston Financial Services, INC	Enrollment Benefits Concepts,
Description	Points				DBA Winston Benefits	LLC
Firms Qualifications and Capabilities	5	5	2	2	2	4
Employer Capabilities	5	5	2	2	3	4
Data Feeds		M	M	M	M	M
Open Enrollment		E	M	M	M	M
Alerts		E	0	0	0	M
Ease of Use EE/ER		M	M	M	M	M
Administrator Access to portal		E	0	M	0	M
Reporting	5	5	2	2	1	4
Standard Reports		E	0	M	0	E
Ad Hoc report capabilities /ease		E	0	M	0	M
Employee Capabilities	5	5	2	2	2	4
Viewing / Selection of Benefits		E	M	M	M	E
Decision Support tools		E	0	0	0	AA
Video Educational Tools		E	0	0	0	M
Forms availability		E	0	M	M	M
Cost	5	1	0	0	5	2
Total	25	21	8	8	8	16

Firms Qualifications and Capabilities & Employer Capabilities Overall Score	
5	E = Exceeds
4	AA = Above Average capabilities meet requirements and have systems enhancements
3	M = Met Basic Minimum Requirements
2	BA = Met some requirements but not all
0	0= DNMR - Did not meet basic/minimum requirements
Basic Reporting Capabilities Overall Score	
5	E = Exceeds Ad Hoc Reporting ER able to run real time and schedule reports
4	AA = Above Average Ad Hoc Reporting ER able to run reports and schedule reports
2	M = Basic Reporting ER able to run reports
1	L = Basic Reporting ER Not able to run reports
0	0= DNMR - Did not meet basic/minimum requirements
Employee Capabilities Overall Score	
5	E = Exceeds, Simple Ease of EE ability to view selection of benefits, decision support tools, video tools and forms availability
4	AA = Above Average, Slightly above meeting the basic requirements, ease of EE ability to view selection of benefits, decision support tools, video tools and forms availability
3	M = Met basic requirements of EE ability to view selection of benefits, however does not have decision support tools, video links from external sources may be loaded to employee portal
2	BA = Below Average, Limited ease of EE ability to view selections benefits, does not have decision support tools,does not have video tools and limited form availability
0	0= DNMR - Did not meet basic/minimum requirements

**Commissioners Court - Regular Session****37.****Meeting Date:** 04/06/2021

Nuisance Wildlife Removal

**Submitted For:** Russell Fishbeck**Submitted By:** Russell Fishbeck, Parks**Department:** Parks**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the Parks Department to partner with the United States Department of Agriculture (USDA) - Animal and Plant Health Inspection Service (APHIS) Wildlife Services Program for assistance in the removal of nuisance wildlife at several Park locations.

**Background**

Nuisance and non-native wildlife, namely feral hogs and nutria are having an adverse effect on natural resources at several park locations. The Parks Department recommends a partnership with the United States Department of Agriculture (USDA) - Animal and Plant Health Inspection Service (APHIS) Wildlife Services program through execution of a Work Initiation Document for Wildlife Damage Management. USDA will provide resources and expertise to assist in the removal of these nuisance species over a period of time. There are no direct program costs required of the County. The Work Initiation Document was reviewed by Legal, Purchasing and Contract Audit.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Work Initiation Document - Berry Springs

Work Initiation Document - River Ranch

Work Initiation Document - SW Regional

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

03/30/2021 05:02 PM

Form Started By: Russell Fishbeck

Started On: 03/30/2021 04:21 PM

Final Approval Date: 03/30/2021

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average .083 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved  
0579-0335  
EXP. XX/XXXX

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

**WORK INITIATION DOCUMENT FOR  
WILDLIFE DAMAGE MANAGEMENT**

SECTION 1	1. WORK INITIATION DOCUMENT NUMBER	2. STATUS <input checked="" type="checkbox"/> NEW <input type="checkbox"/> RENEWAL
	3A. TYPE OF WORK INITIATION DOCUMENT (mark all that apply) <input type="checkbox"/> PRIVATE PROPERTY <input checked="" type="checkbox"/> NON-PRIVATE PROPERTY <input type="checkbox"/> TEMPORARY/CIVIL <input type="checkbox"/> ADJACENT LANDOWNER <input type="checkbox"/> AMENDMENT TO AN EXISTING WORK INITIATION DOCUMENT	3B. ASSIGN TO THESE SPECIAL GROUPS (1) _____ (2) _____ (3) _____ (4) _____

SECTION 2	4. COOPERATOR NAME (last, first, MI) <b>Gese, Keith</b>	
	5. COOPERATOR MAILING ADDRESS <b>219 Percy Mayfield Leander, TX 78641</b>	
	6. COMMON NAME	7. COOPERATOR TELEPHONE NUMBER <b>512-943-1944</b>
	8. OWNER OR REPRESENTATIVE NAME (if different from Cooperator) <b>Williamson County - Bill Gravel, Jr.</b>	9. OWNER OR REPRESENTATIVE TELEPHONE NUMBER <b>512-943-1577</b>
10. OWNER OR REPRESENTATIVE ADDRESS (if different from Cooperator) <b>710 S. MAIN, SUITE 101 Georgetown, TX 78626</b>		

SECTION 3	11. PROPERTY / LAND CLASS INFORMATION				12. ADJOINING PROPERTY WID NO.'s	13. TARGETED SPECIES	
	COUNTY	PROPERTY	LAND CLASS	ACRES			
	A. Williamson	Berry Springs	Developed	112	A.	A. Coyote/Feral Swine	F. Turkey Vulture
	B.		Undeveloped	143	B.	B. Raccoon	G. Caracara
	C.				C.	C. Grey Fox/Red Fox	H. Virginia Opossum
	D.				D.	D. Bobcat	I. Feral Dog
				E.	E. Black Vulture	J. Striped Skunk	
STATE		TOTAL ACRES		<b>255</b>	<input type="checkbox"/> 14. There are additional targeted species (complete and attach WS Form 12 Addendum)		

SECTION 4	15. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Item 13 (and Item 14 if applicable), I, the undersigned Cooperator or Cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices (COMPONENTS):					
	A. Helicopter, Firearms, Dog, Spotlight		B. Traps-Cage/Foothold/Padded Foothold		C. Calling Device-Manual/Electronic	
	D. Snare-Neck/Foot-Leg, Gas Cartridge-Lage		E. M-44 Cyanide Capsule		F. Night Vision Equipment	
<input type="checkbox"/> 16. There are additional components (complete and attach WS Form 12 Addendum)						

17. I, the Cooperator or Cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS (to include its officers, employees, and agents) will exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 13 (and Item 14, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS WS will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS WS will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS WS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data. As a Lessee, the Cooperator agrees that the lease is current and will remain so while APHIS WS conducts operational activities on the property and will notify APHIS WS if the lease expires or is canceled. The Lessee agrees to notify the landowner about any methods or devices (components) in use by APHIS WS on the property.

18. In consideration of these understandings and of the benefits to be derived, I, the Cooperator or Cooperator's representative, agree to take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 13 (and Item 14, if applicable), unless such use of said toxicant is agreed to by APHIS in writing.

19. SPECIAL CONSIDERATIONS **COORDINATE WITH PARK MANAGER TO MINIMIZE REMOVAL DURING TRADITIONAL PARK USE HOURS**

20A. LANDOWNER, LESSEE, OR ADMINISTRATOR NAME AND TITLE <b>Bill Gravel, Jr - County Judge</b>	20B. SIGNATURE	20C. DATE
21A. APHIS REPRESENTATIVE NAME <b>Cole May</b>	21B. SIGNATURE	21C. DATE
21D. APHIS REPRESENTATIVE TELEPHONE NUMBER <b>(979) 599-5070</b>	21E. STATE OFFICE ADDRESS <b>P.O. Box 690170, San Antonio, TX 78269</b>	

## PRIVACY ACT NOTICE

5 U.S.C. 552a(e)(3) requires that each agency that maintains a system of records provide each individual from whom the agency solicits information with the following information.

### AUTHORITY FOR REQUESTING INFORMATION

7 U.S.C. 8351 to 8353, and 16 U.S.C. 667, authorizes officers, agents, and employees of the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) to conduct a program of wildlife services and to enter into agreements with States, local jurisdictions, individuals, and public and private agencies, organizations, and institutions for the purpose of conducting such services.

### NATURE OF YOUR DISCLOSURE OF INFORMATION

Disclosure of information solicited by USDA, APHIS, Wildlife Services is voluntary.

### PRINCIPLE PURPOSE FOR WHICH THE INFORMATION IS SOLICITED

Information is solicited from you for the purpose of executing and implementing agreements for control of wildlife damage.

### ROUTINE USES WHICH MAY BE MADE OF THE INFORMATION

- (1) To cooperative Federal, State, Tribal, and local government officials, employees, or contractors and other parties as necessary to carry out the program; and other parties engaged to assist in administering the program. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act. This routine use assists the agency in carrying out the program, and thus is compatible with the purpose for which the records are created and maintained;
- (2) To the appropriate agency, whether Federal, State, local, Tribal, or foreign, charged with responsibility of investigating or prosecuting a violation of law or of enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, of any record within this system when information available indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and either arising by general statute or particular program statute, or by rule, regulation, or court order issued pursuant thereto;
- (3) To the Department of Justice when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (4) For use in a proceeding before a court or adjudicative body before which the agency is authorized to appear, when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee, or the United States, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the agency determines that use of such records is relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the court is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (5) To appropriate agencies, entities, and persons when the agency suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; the agency has determined that as a result of the suspected or confirmed compromise, there is a risk of harm to economic or property interests, a risk of identity theft or fraud, or a risk of harm to the security of integrity of this system or other systems or programs (whether maintained by the agency or another agency or entity) that rely upon the compromised information; and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm;
- (6) To USDA contractors, partner agency employee or contractors, or private industry employed to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse;
- (7) To land management agencies, such as the Bureau of Land Management and the U.S. Fish and Wildlife Service, relating to wildlife damage on grazing allotments;
- (8) To consumer reporting agencies in accordance with 31 U.S.C. 3711(e);
- (9) To Federal, State, Tribal, and local regulatory agencies and their employees and contractors who collaborate with Wildlife Services in implementation of, or agencies that regulate, wildlife management projects or programs, or who have an interest in, or regulate, animal or public health, or national security;
- (10) To Federal or State Government-level representatives of the U.S. Environmental Protection Agency, in compliance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) mandate (7 U.S.C. 136), of the location on a cooperator's property where certain regulated pesticide devices are deployed or regulated pesticides are applied; and
- (11) To the National Archives and Records Administration (NARA) or to the General Services Administration for records management inspections conducted under 44 U.S.C. 2904 and 2906.

### EFFECTS OF FAILURE TO FURNISH INFORMATION

Failure to provide the solicited information will not subject you to penalties or adverse consequences.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average .083 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved  
0579-0335  
EXP. XX/XXXX

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

**WORK INITIATION DOCUMENT FOR  
WILDLIFE DAMAGE MANAGEMENT**

<b>SECTION 1</b>	1. WORK INITIATION DOCUMENT NUMBER				2. STATUS <input checked="" type="checkbox"/> NEW <input type="checkbox"/> RENEWAL			
	3A. TYPE OF WORK INITIATION DOCUMENT (mark all that apply)						3B. ASSIGN TO THESE SPECIAL GROUPS	
<input type="checkbox"/> PRIVATE PROPERTY <input checked="" type="checkbox"/> NON-PRIVATE PROPERTY <input type="checkbox"/> TEMPORARY/CIVIL <input type="checkbox"/> ADJACENT LANDOWNER <input type="checkbox"/> AMENDMENT TO AN EXISTING WORK INITIATION DOCUMENT						(1)		
						(2)		
						(3)		
						(4)		
<b>SECTION 2</b>	4. COOPERATOR NAME (last, first, MI) <i>GZER, Keith</i>							
	5. COOPERATOR MAILING ADDRESS <i>219 Perry Mayfield LEANOR, TX 78641</i>							
	6. COMMON NAME				7. COOPERATOR TELEPHONE NUMBER <i>512-943-1944</i>			
	8. OWNER OR REPRESENTATIVE NAME (if different from Cooperator) <i>Williamson County - Bill GRAVELL JR.</i>				9. OWNER OR REPRESENTATIVE TELEPHONE NUMBER <i>512-943-1577</i>			
	10. OWNER OR REPRESENTATIVE ADDRESS (if different from Cooperator) <i>710 S. MAIN, Suite 101 Georgetown, TX 78626</i>							
<b>SECTION 3</b>	11. PROPERTY / LAND CLASS INFORMATION				12. ADJOINING PROPERTY WID NO.'s		13. TARGETED SPECIES	
	COUNTY    PROPERTY    LAND CLASS    ACRES							
	A.	<i>Williamson</i>	<i>River</i>	<i>Developed</i>	<i>100</i>	A.	<i>Coyote/Feral Swine</i>	F. Turkey Vulture
	B.		<i>RANCH</i>	<i>Undeveloped</i>	<i>1258</i>	B.	<i>Raccoon</i>	G. Caracara
	C.					C.	<i>Grey Fox/Red Fox</i>	H. Virginia Opossum
	D.					D.	<i>Bobcat</i>	I. Feral Dog
	E.					E.	<i>Black Vulture</i>	J. Striped Skunk
STATE				TOTAL ACRES		<input type="checkbox"/> 14. There are additional targeted species (complete and attach WS Form 12 Addendum)		
				<i>1358</i>				
<b>SECTION 4</b>	15. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Item 13 (and Item 14 if applicable), I, the undersigned Cooperator or Cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices (COMPONENTS):							
	A. Helicopter, Firearms, Dog, Spotlight		B. Traps-Cage/Foothold/Padded Foothold		C. Calling Device-Manual/Electronic			
	D. Snare-Neck/Foot-Leg, Gas Cartridge-Lage		E. M-44 Cyanide Capsule		F. Night Vision Equipment			
<input type="checkbox"/> 16. There are additional components (complete and attach WS Form 12 Addendum)								
<b>SECTION 5</b>	17. I, the Cooperator or Cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS (to include its officers, employees, and agents) will exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 13 (and Item 14, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS WS will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS WS will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS WS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data. As a Lessee, the Cooperator agrees that the lease is current and will remain so while APHIS WS conducts operational activities on the property and will notify WS if the lease expires or is canceled. The Lessee agrees to notify the landowner about any methods or devices (components) in use by APHIS WS on the property.							
<b>SECTION 6</b>	18. In consideration of these understandings and of the benefits to be derived, I, the Cooperator or Cooperator's representative, agree to take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 13 (and Item 14, if applicable), unless such use of said toxicant is agreed to by APHIS in writing.							
19. SPECIAL CONSIDERATIONS <i>COORDINATE WITH PARK MANAGER TO MINIMIZE REMOVAL DURING TRADITIONAL PARK USE HOURS</i>								
20A. LANDOWNER, LESSEE, OR ADMINISTRATOR NAME AND TITLE		20B. SIGNATURE			20C. DATE			
<i>BILL GRAVELL JR. - County Judge</i>								
21A. APHIS REPRESENTATIVE NAME		21B. SIGNATURE			21C. DATE			
<i>Cole May</i>								
21D. APHIS REPRESENTATIVE TELEPHONE NUMBER <i>(979) 599-5070</i>				21E. STATE OFFICE ADDRESS <i>P.O. Box 690170, San Antonio, TX 78269</i>				

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### NATURE OF YOUR DISCLOSURE OF INFORMATION

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### PRINCIPLE PURPOSE FOR WHICH THE INFORMATION IS SOLICITED

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### ROUTINE USES WHICH MAY BE MADE OF THE INFORMATION

- (1) To cooperative Federal, State, Tribal, and local government officials, employees, or contractors and other parties as necessary to carry out the program; and other parties engaged to assist in administering the program. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act. This routine use assists the agency in carrying out the program, and thus is compatible with the purpose for which the records are created and maintained;
- (2) To the appropriate agency, whether Federal, State, local, Tribal, or foreign, charged with responsibility of investigating or prosecuting a violation of law or of enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, of any record within this system when information available indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and either arising by general statute or particular program statute, or by rule, regulation, or court order issued pursuant thereto;
- (3) To the Department of Justice when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (4) For use in a proceeding before a court or adjudicative body before which the agency is authorized to appear, when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee, or the United States, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the agency determines that use of such records is relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the court is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (5) To appropriate agencies, entities, and persons when the agency suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; the agency has determined that as a result of the suspected or confirmed compromise, there is a risk of harm to economic or property interests, a risk of identity theft or fraud, or a risk of harm to the security of integrity of this system or other systems or programs (whether maintained by the agency or another agency or entity) that rely upon the compromised information; and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm;
- (6) To USDA contractors, partner agency employee or contractors, or private industry employed to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse;
- (7) To land management agencies, such as the Bureau of Land Management and the U.S. Fish and Wildlife Service, relating to wildlife damage on grazing allotments;
- (8) To consumer reporting agencies in accordance with 31 U.S.C. 3711(e);
- (9) To Federal, State, Tribal, and local regulatory agencies and their employees and contractors who collaborate with Wildlife Services in implementation of, or agencies that regulate, wildlife management projects or programs, or who have an interest in, or regulate, animal or public health, or national security;
- (10) To Federal or State Government-level representatives of the U.S. Environmental Protection Agency, in compliance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) mandate (7 U.S.C. 136), of the location on a cooperator's property where certain regulated pesticide devices are deployed or regulated pesticides are applied; and
- (11) To the National Archives and Records Administration (NARA) or to the General Services Administration for records management inspections conducted under 44 U.S.C. 2904 and 2906.

### EFFECTS OF FAILURE TO FURNISH INFORMATION

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OMB Approved  
0579-0335  
EXP. XX/XXXX

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

**WORK INITIATION DOCUMENT FOR  
WILDLIFE DAMAGE MANAGEMENT**

SECTION 1	1. WORK INITIATION DOCUMENT NUMBER	2. STATUS <input checked="" type="checkbox"/> NEW <input type="checkbox"/> RENEWAL
	3A. TYPE OF WORK INITIATION DOCUMENT (mark all that apply) <input type="checkbox"/> PRIVATE PROPERTY <input checked="" type="checkbox"/> NON-PRIVATE PROPERTY <input type="checkbox"/> TEMPORARY/CIVIL <input type="checkbox"/> ADJACENT LANDOWNER <input type="checkbox"/> AMENDMENT TO AN EXISTING WORK INITIATION DOCUMENT	3B. ASSIGN TO THESE SPECIAL GROUPS (1) (2) (3) (4)

SECTION 2	4. COOPERATOR NAME (last, first, MI) Geer, Keith	
	5. COOPERATOR MAILING ADDRESS 219 Percy Mayfield LEANDER, TX 78641	
	6. COMMON NAME	7. COOPERATOR TELEPHONE NUMBER 512-943-1944
	8. OWNER OR REPRESENTATIVE NAME (if different from Cooperator) Williamson County - Bill GRAVELL, JR.	9. OWNER OR REPRESENTATIVE TELEPHONE NUMBER 512-943-1577
10. OWNER OR REPRESENTATIVE ADDRESS (if different from Cooperator) 710 S. MAIN, Suite 101 Georgetown, TX 78626		

SECTION 3	11. PROPERTY / LAND CLASS INFORMATION				12. ADJOINING PROPERTY WID NO.'s	13. TARGETED SPECIES	
		COUNTY	PROPERTY	LAND CLASS	ACRES		
	A.	Williamson	S.W.	DEVELOPED	270	A.	A. Coyote/Feral Swine F. Turkey Vulture
	B.		Regional	UNDEV	580	B.	B. Raccoon G. Caracara
	C.					C.	C. Grey Fox/Red Fox H. Virginia Opossum
	D.					D.	D. Bobcat I. Feral Dog
	E.				E.	E. Black Vulture J. Striped Skunk	
	STATE	TOTAL ACRES			850	<input type="checkbox"/> 14. There are additional targeted species (complete and attach WS Form 12 Addendum)	

SECTION 4	15. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Item 13 (and Item 14 if applicable), I, the undersigned Cooperator or Cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices (COMPONENTS):					
	A. Helicopter, Firearms, Dog, Spotlight		B. Traps-Cage/Foothold/Padded Foothold		C. Calling Device-Manual/Electronic	
	D. Snare-Neck/Foot-Leg, Gas Cartridge-Lage		E. M-44 Cyanide Capsule		F. Night Vision Equipment	
<input type="checkbox"/> 16. There are additional components (complete and attach WS Form 12 Addendum)						

SECTION 5  
17. I, the Cooperator or Cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS (to include its officers, employees, and agents) will exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 13 (and Item 14, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS WS will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS WS will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS WS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data. As a Lessee, the Cooperator agrees that the lease is current and will remain so while APHIS WS conducts operational activities on the property and will notify WS if the lease expires or is canceled. The Lessee agrees to notify the landowner about any methods or devices (components) in use by APHIS WS on the property.

SECTION 6  
18. In consideration of these understandings and of the benefits to be derived, I, the Cooperator or Cooperator's representative, agree to take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 13 (and Item 14, if applicable), unless such use of said toxicant is agreed to by APHIS in writing.

19. SPECIAL CONSIDERATIONS  
COORDINATE WITH PARK MANAGER TO MINIMIZE REMOVAL DURING TRADITIONAL PARK USE HOURS

20A. LANDOWNER, LESSEE, OR ADMINISTRATOR NAME AND TITLE Bill GRAVELL, JR. - County Judge	20B. SIGNATURE	20C. DATE
21A. APHIS REPRESENTATIVE NAME Cole May	21B. SIGNATURE	21C. DATE
21D. APHIS REPRESENTATIVE TELEPHONE NUMBER (979) 599-5070	21E. STATE OFFICE ADDRESS P.O. Box 690170, San Antonio, TX 78269	

## PRIVACY ACT NOTICE

5 U.S.C. 552a(e)(3) requires that each agency that maintains a system of records provide each individual from whom the agency solicits information with the following information.

### AUTHORITY FOR REQUESTING INFORMATION

7 U.S.C. 8351 to 8353, and 16 U.S.C. 667, authorizes officers, agents, and employees of the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) to conduct a program of wildlife services and to enter into agreements with States, local jurisdictions, individuals, and public and private agencies, organizations, and institutions for the purpose of conducting such services.

### NATURE OF YOUR DISCLOSURE OF INFORMATION

Disclosure of information solicited by USDA, APHIS, Wildlife Services is voluntary.

### PRINCIPLE PURPOSE FOR WHICH THE INFORMATION IS SOLICITED

Information is solicited from you for the purpose of executing and implementing agreements for control of wildlife damage.

### ROUTINE USES WHICH MAY BE MADE OF THE INFORMATION

- (1) To cooperative Federal, State, Tribal, and local government officials, employees, or contractors and other parties as necessary to carry out the program; and other parties engaged to assist in administering the program. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act. This routine use assists the agency in carrying out the program, and thus is compatible with the purpose for which the records are created and maintained;
- (2) To the appropriate agency, whether Federal, State, local, Tribal, or foreign, charged with responsibility of investigating or prosecuting a violation of law or of enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, of any record within this system when information available indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and either arising by general statute or particular program statute, or by rule, regulation, or court order issued pursuant thereto;
- (3) To the Department of Justice when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (4) For use in a proceeding before a court or adjudicative body before which the agency is authorized to appear, when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee, or the United States, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the agency determines that use of such records is relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the court is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (5) To appropriate agencies, entities, and persons when the agency suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; the agency has determined that as a result of the suspected or confirmed compromise, there is a risk of harm to economic or property interests, a risk of identity theft or fraud, or a risk of harm to the security of integrity of this system or other systems or programs (whether maintained by the agency or another agency or entity) that rely upon the compromised information; and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm;
- (6) To USDA contractors, partner agency employee or contractors, or private industry employed to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse;
- (7) To land management agencies, such as the Bureau of Land Management and the U.S. Fish and Wildlife Service, relating to wildlife damage on grazing allotments;
- (8) To consumer reporting agencies in accordance with 31 U.S.C. 3711(e);
- (9) To Federal, State, Tribal, and local regulatory agencies and their employees and contractors who collaborate with Wildlife Services in implementation of, or agencies that regulate, wildlife management projects or programs, or who have an interest in, or regulate, animal or public health, or national security;
- (10) To Federal or State Government-level representatives of the U.S. Environmental Protection Agency, in compliance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) mandate (7 U.S.C. 136), of the location of a cooperator's property where certain regulated pesticide devices are deployed or regulated pesticides are applied; and
- (11) To the National Archives and Records Administration (NARA) or to the General Services Administration for records management inspections conducted under 44 U.S.C. 2904 and 2906.

### EFFECTS OF FAILURE TO FURNISH INFORMATION

Failure to provide the solicited information will not subject you to penalties or adverse consequences.

**Commissioners Court - Regular Session**

**38.**

**Meeting Date:** 04/06/2021

96 Strand Upgrade – Inner Loop Annex to Tax Office

**Submitted For:** Joy Simonton

**Submitted By:** Andrew Portillo,  
Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Brycomm, LLC to provide and install cabling in the amount of \$125,243.79 per the terms of DIR Cooperative Contract #DIR-TSO-3698 and authorizing execution of the agreement. Funding Source is P537.

**Background**

This agreement is for the provision and installation of 5,000 ft of 1/4" EHS galvanized strand, 11 anchors/down, 15,000 ft of 96SM OSP armored fiber optic cable, removal of abandoned fiber/messenger strand, and for the termination/testing of all 96 stands at the Williamson County Inner Loop Annex to Tax Office. Department point of contact is Richard Semple.

Local Government Code Sec. 271.012: Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. Cooperative program solicitations are posted year-round to continually seek the best pricing.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Contract and Quote

**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/31/2021 04:45 PM
County Judge Exec Asst.	Andrea Schiele	03/31/2021 04:50 PM
Form Started By: Andrew Portillo		Started On: 03/30/2021 10:18 AM
Final Approval Date: 03/31/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
FOR  
FIBER CABLING  
(96 Strand Upgrade – Inner Loop Annex to Tax Office)  
DIR-TSO-3698**

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter “The County”)**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **BRYCOMM, LLC, (hereinafter “Service Provider”)**, 15302 Marsha St., Austin, TX 78728. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

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

**As described in the attached Statement of Work/Quote, which is designated Exhibit “A” and incorporated herein as if copied in full.**

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

by both parties.

**II.**

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

**III.**

**Consideration and Compensation:** Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be \$125,243.79.**

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

**IV.**

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

<b>Type of Coverage</b>	<b>Limits of Liability</b>
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 <i>(including premises, completed operations and contractual)</i>	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

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

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

V.

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

- A. As described in the attached Statement of Work/Quote, which is incorporated herein as if copied in full;
- B. DIR-TSO-3698; and
- C. Any required insurance certificates evidencing required coverages.

## VI.

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

## VII.

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

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

**VIII.**

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

**IX.**

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

**X.**

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

**XI.**

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

**XII.**

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

**XIII.**

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

**XIV.**

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

**XV.**

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

**XVI.**

**No Assignment:** Service Provider may not assign this Contract.

**XVIII.**

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

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

**WILLIAMSON COUNTY:**

**SERVICE PROVIDER:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2021

Date: March 30, 2021

**Exhibit(s)**  
**Statement of Work/Quote**  
**(96 Strand Upgrade – Inner Loop Annex to Tax Office)**



Williamson County  
TX



DIR CONTRACT  
NUMBER:  
DIR-TSO-3698



*96 Strand Upgrade – Inner Loop Annex to Tax Office*

Prepared by:  
Chris Gonzales  
[chris.gonzales@brycomm.com](mailto:chris.gonzales@brycomm.com)  
O: 512-712-4008  
M: 512-569-5309  
Date: 3-24-21

Submit Contracts & PO's to: [chris.gonzales@brycomm.com](mailto:chris.gonzales@brycomm.com)

**BRYCOMM, LLC – WELL CONNECTED!**

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

**Project Name:** 96 Strand Upgrade – Inner Loop Annex to Tax Office

**Scope of Work:** Aerial and Underground OSP Construction

**Work:**

**Estimated By:** Chris Gonzales

**Submit Contracts & PO's to:** [chris.gonzales@brycomm.com](mailto:chris.gonzales@brycomm.com)

## I. SCOPE OF WORK

### Professional Engineering:

1. Oncor Pole Permitting: 17 poles
2. Georgetown Pole Permitting: 13 poles with PLAs
3. City of Georgetown ROW Permit: 1
4. ±800LF of Underground Design
5. City of Georgetown Excavation Permit (UG plans, profiles, and PE Stamp)

### Aerial/Underground Construction:

1. Provide and install ±5,400 ft of ¼" EHS galvanized strand.
2. Provide and install 11 anchors/down guys along new aerial pathway.
3. Provide and install ±15,000 ft. of 96 SM OSP armored fiber optic cable.
  - Fiber to be installed between Inner Loop Annex to Tax Office.
  - Fiber to be installed on existing and new aerial and underground pathways.
  - New Williamson County tags to be provided and installed along route.
  - Slack management to be installed along route.
4. Remove ± 4,900 abandoned fiber/messenger strand around Inner Peace Development
5. Excavate and trench ±800ft in Georgetown ROW. (South Austin Ave.)
  - Provide and install 2-2" PVC conduits at a minimal depth of 24"
  - Provide and install (2) 24" hand holes along route.
  - Backfill with existing spoils.
  - Stub conduits at existing utility poles.
6. Inner Loop Annex – Terminate/Test all 96 strands which includes the following:
  - (1) Corning 4U LIU
  - (8) Corning SM LC Fiber Adapter Panels
  - (1) Corning Splice Trays w/Tray Holder
  - (8) LC SM Pigtailes
7. Tax Office – Terminate/Test all 96 strands which includes the following:
  - (1) Corning 4U LIU
  - (8) Corning SM LC Fiber Adapter Panels
  - (1) Corning Splice Trays w/Tray Holder
  - (8) LC SM Pigtailes

**Clarifications/Exclusions:**

1. OTDR/OLTS testing to be provide upon completion.
2. Redline as-builts to be provided upon completion.
3. Single lane closures included where required.
4. Proposal does not include engineered traffic control plans.
5. Standard traffic control details to be utilized.
6. City of Georgetown ROW fees are excluded if any are required.
7. Proposal does not include any railroad permitting.
8. Only new pole attachment permitting is included.

**II. PRICING SUMMARY:**

Scope of Work		Cost
270000	96 Strand Upgrade – Inner Loop Annex to Tax Office	\$ 125,243.79
<b>TOTAL:</b>		<b>\$ 125,243.79</b>

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



**Chris Gonzales**  
 Division Manager - OSP  
 O: 512-712-4008 x126 | M: 512-569-5309  
[www.brycomm.com](http://www.brycomm.com)  
 Security License #B17431

**Commissioners Court - Regular Session**

**39.**

**Meeting Date:** 04/06/2021

DOI Projects and Issues

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards,  
Infrastructure

**Department:** Infrastructure

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/17/2021

**Reviewed By**

Andrea Schiele

**Date**

03/17/2021 03:55 PM

Started On: 03/17/2021 01:32 PM

**Commissioners Court - Regular Session**

**40.**

**Meeting Date:** 04/06/2021

Congressional Earmarks

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards,  
Infrastructure

**Department:** Infrastructure

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding prioritization of potential congressional earmark projects.

**Background**

Three projects for consideration for congressional earmarks are: A) The FM 3349/US 79 Railroad Grade Separation Project; B) The RM 2243 Resiliency Project; C) The Georgetown Loop Project. Descriptions of each project and the potential request is enclosed.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
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**Attachments**

FM 3349 - US 79 RR Grade Separation

Georgetown Loop Project

Proposal-2243 Resiliency-20210329

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/30/2021

**Reviewed By**

Andrea Schiele

**Date**

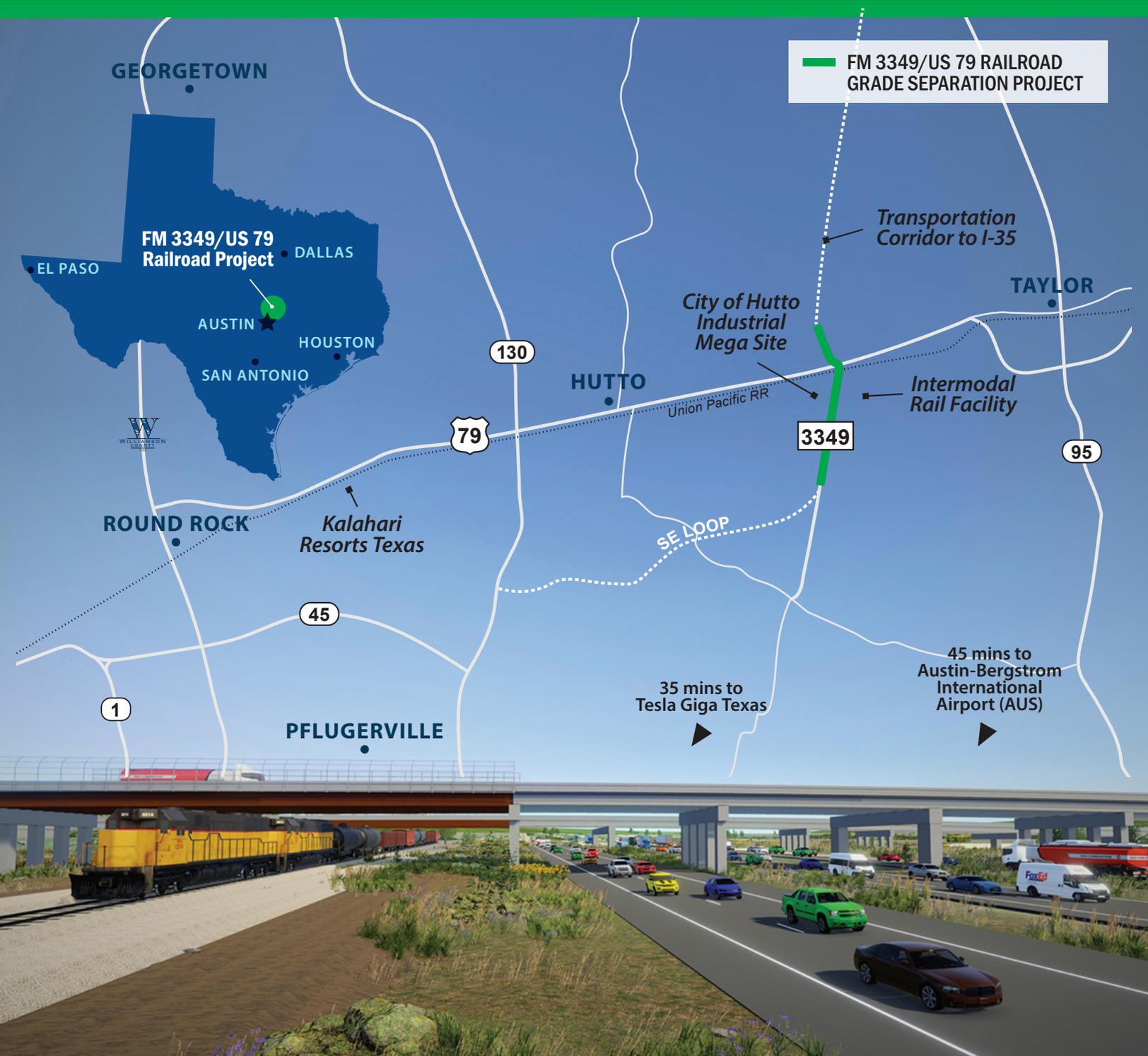
03/30/2021 05:00 PM

Started On: 03/30/2021 03:48 PM

# FM 3349/US 79 Railroad Grade Separation Project



The FM 3349/US 79 Railroad Grade Separation Project provides grade separated travel over the busy Union Pacific rail line and provides a safe signalized connection between FM 3349 and US 79. This project is consistent with Williamson County, State of Texas, and federal initiatives to provide facilities for freight accessing the state and national freight networks, provide alternative routes for emergency events, provide grade separations at major railroad crossings, and provide safe and reliable transportation options to economic generators. This project is also a segment of a larger Williamson County transportation corridor, connecting SH 130 with US 79 to I-35.



## FM 3349/US 79 Railroad Grade Separation Project

Williamson County is requesting \$61 million in matching funds, in addition to the County's commitment and participation, which exceeds \$24.4 million. Williamson County has effectively managed large projects and has the ability to obligate matching funds via sustainable revenue sources. This project will enhance economic opportunity while improving safety and mobility through the construction of a railroad grade separation linking state roadways to economic generators such as the RCR Freight Facility and the City of Hutto Industrial Mega Site.

Williamson County has begun preparing for implementation of the improvements, which have strong local support, while making efforts to align with potential funding opportunities:



The investment is vital to the economy of Central Texas, and aims to provide safe and reliable roadways in an area of rapid population growth, as of 2019 per the U.S. Census:



Building this critical link would assist in the completion of the Southeast Loop connection between SH 130 and US 79. Additionally, the grade separation project is a key element of a larger Williamson County transportation corridor, which extends connectivity from SH 130 to I-35. Both are identified in the Williamson County Long-Range Transportation Plan and the Capital Area Metropolitan Planning Organization (CAMPO) 2045 Regional Transportation Plan.

### Safety & Mobility

- Reduces at grade truck crossing at the heavily travelled Union Pacific rail line.
- Reduces Hutto ISD school bus crossings
- Aligns with local plans to reduce congestion through downtown City of Hutto, a booming city in Williamson County.
- Prioritizes safety for all modes of transportation including bicycles and pedestrians via the future shared-use path.
- To accommodate future population growth, the project includes additional ROW for future expansion as growth continues for transportation and community facilities.
- Reduces barriers to opportunity by upgrading transportation facilities to current American with Disabilities Act (ADA) standards.

### Economic Development

- Railroad grade separation provides access between state roadways and multimodal economic generators, including the RCR Freight Facility and the City of Hutto Industrial Mega site.
- The project provides connectivity between housing in the Cities of Hutto, Taylor and Pflugerville to the new Tesla Gigafactory and Taylor Industrial Railyard.
- Improves connectivity to key regional business centers and recreational destinations including the Kalahari Resort & Convention Center, a 350-acre site with over 900 hotel rooms and 200,000 square feet of meeting space.

# Georgetown Loop Project



The Georgetown Loop Project is a proposed 3.3 mile two-lane arterial roadway which will complete a bypass around the City of Georgetown beginning and ending at SH 29 east and west of the City. This project is consistent with Williamson County, State of Texas, and federal initiatives to provide alternative routes for emergency events, provide safe and reliable transportation options to economic generators, and improve the quality of life for all residents. This project will provide a route around rather than through the highly congested City of Georgetown central business district.



## Georgetown Loop Project

Williamson County is requesting \$24.3 million in matching funds, to an already \$2.8 committed in local funds for construction by the City of Georgetown. Williamson County and the City of Georgetown invested \$15.3M and \$29.3M, respectively on the construction of the previous segments of the bypass. Williamson County has effectively managed large projects and has the ability to obligate matching funds via sustainable revenue sources.

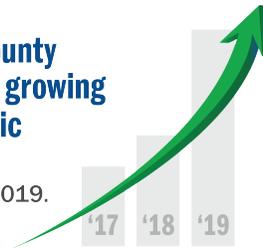
Williamson County has begun preparing for implementation of these improvements, which have very strong local support, while making efforts to align with potential funding opportunities:



This segment of road is the final remaining link of a bypass route around the southern side of the City of Georgetown from SH 29 east of SH 130 to SH 29 west of I-35. The investment is justifiably vital to the economy of Central Texas, and aims to provide safe and reliable roadways in an area of rapid population growth, as of 2019 per U.S. Census:



**Williamson County** had the **fastest growing Gross Domestic Product** in the nation in 2019.



### Safety & Mobility

- Supports the travel of freight and passenger vehicles by constructing an alternative route for freight vehicles around the high demand area of the City of Georgetown central business district.
- Has potential to reduce the mix of oversize and overweight vehicles with passenger vehicles by providing an alternative route. Currently, SH 29, through the urban core of Georgetown, has a crash rate over 20 times the national average.
- Decreases delay and idling of freight vehicles by providing an alternative route to SH 29 with an at grade rail crossing.
- Advances racial equity and reduces barriers to opportunity by connecting neighborhoods, commercial areas, and key local government facilities with modernized transportation facilities.
- Reduces maintenance costs on existing SH 29, which can be returned to local control.

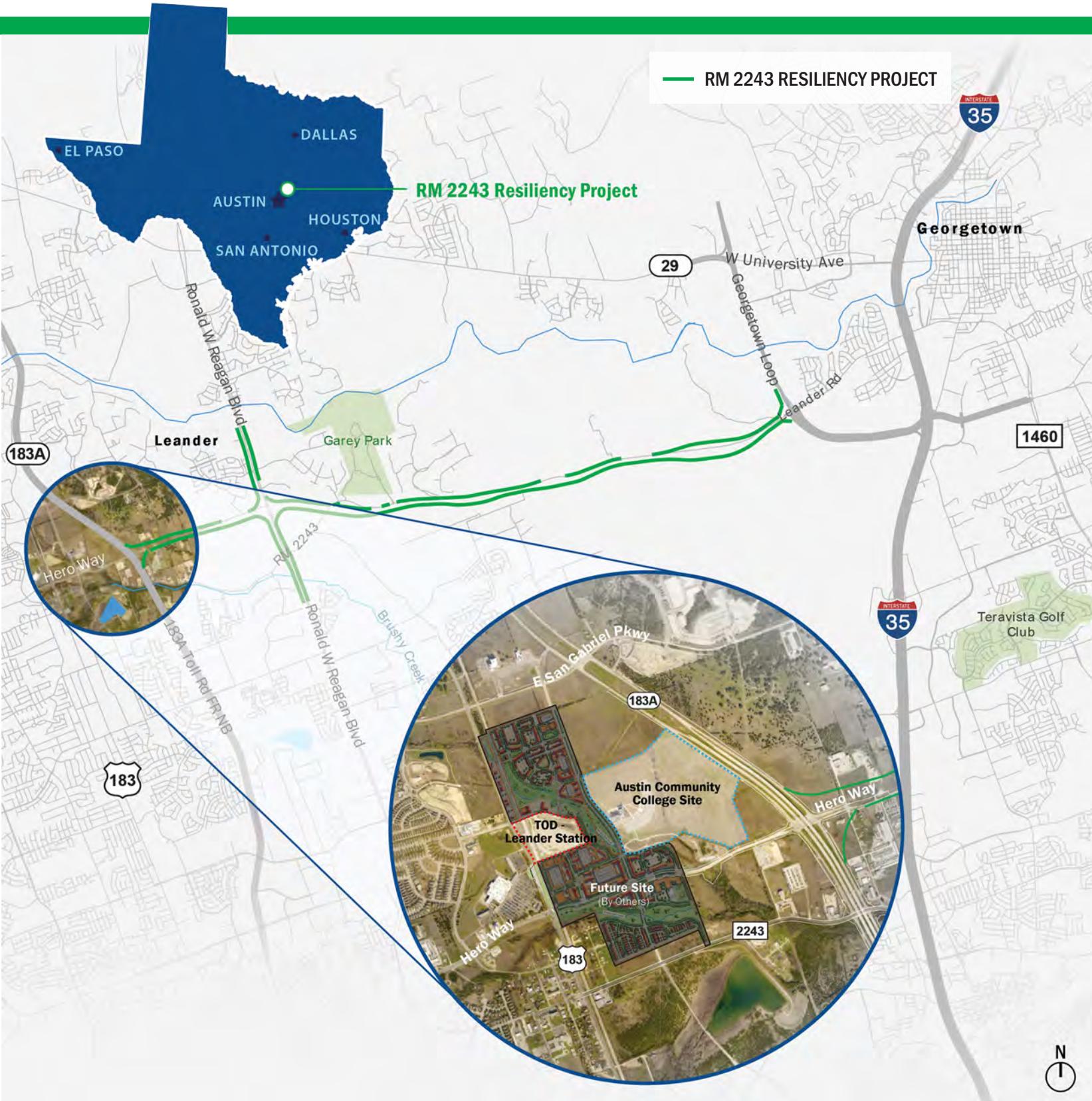
### Economic Development

- Enhances connectivity to new developments including two new sites that will bring over 350,000 square feet of mixed-use development.
- Modernizes transportation infrastructure in an underserved Census Tract (216.02) with a 35.2% minority population and 14.5% of households at or below federal poverty level.
- Enhances rural bus service in eastern Williamson County by providing a new connection to mixed-use development.

# RM 2243 Resiliency Project



The RM 2243 Resiliency Project will modernize a segment of an existing transportation corridor that is critical to connecting major intermodal facilities to transit oriented development between the City of Leander and City of Georgetown, an area experiencing the highest population growth nationwide when compared to similarly sized cities. This project is consistent with Williamson County, State of Texas, and federal initiatives to foster American job creation, promote safe trips to transit facilities, reduce obsolete facilities, and improve quality of life for all residents.



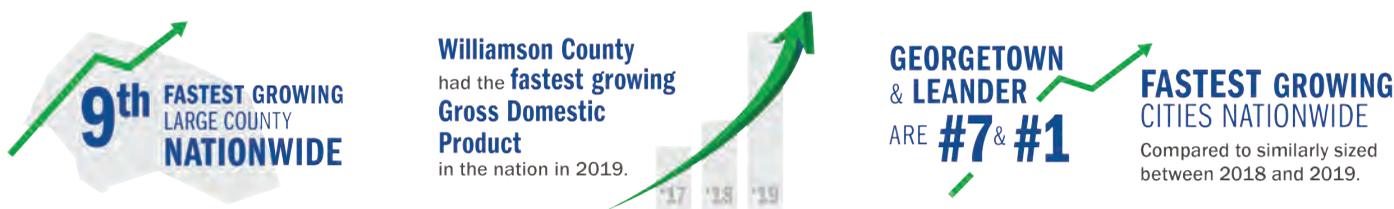
## RM 2243 Resiliency Project

Williamson County is requesting \$25 million in construction funds, to match \$26.4 million in stable local funds committed to the project. Williamson County has effectively managed large projects and has the ability to obligate matching funds via sustainable revenue sources.

Williamson County has begun preparing for implementation of the improvements, which were shared at one previous public meeting and have very strong local support, while making efforts to align with potential funding opportunities:



The investment is vital to the economy of Central Texas, and aims to provide safe and reliable roadways in an area of rapid population growth—as of 2019 per U.S. Census:



TxDOT and Williamson County have partnered to develop this project to meet the current and future needs of the area, with the support of Cities of Georgetown and Leander.

### Safety & Mobility:

- Provides improved multimodal access to future Capital Metro rail line.
- Supports movement and improves safety of freight and passenger vehicles by widening the existing travel lanes and straightening the curves.
- Increases livability and equitable access to transportation users of all abilities by providing space and connections for future shared-use paths within the project limits.
- Promotes environmental resiliency by modernizing existing drainage facilities to the current FEMA floodplain requirements.
- Contributes to the sustainability of sensitive habitats by constructing improvements to water quality measures to reduce runoff.
- Improves safety of roadways for users by constructing improvements to current design standards.
- Reduces bottlenecks caused by obsolete infrastructure while potentially reducing idling vehicle traffic.
- The project was designed to accommodate capacity expansions as needed for future population growth.

### Economic Development:

- Facilitates access of suburban and rural residents of the Cities of Georgetown and Leander to nearby high-paying technology, light industrial, and retail jobs including those generated by the new Apple campus and the Tesla Gigafactory, which will provide a total of 20,000 jobs.
- Improves access to a planned commuter light rail stop, which is programmed as part of a bond measure to complete Project Connect's Red Line. The City of Leander and Capital Metro completed conceptual planning for transit-oriented development.
- Improves access to the ACC San Gabriel Campus by tying RM 2243 into existing Hero Way.
- Adds to the regional economic vitality by advancing racial equity and reducing barriers to opportunity via affordable transit options.

**Commissioners Court - Regular Session****41.****Meeting Date:** 04/06/2021

T1746 Southeast Loop Demo Ph 1 Change Order No. 2 Balancing

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of \$-15,000.00 for Southeast Loop Phase 1 Demolition (HCS, Inc. Commercial General Contractor), a Road Bond project in Commissioner Pct. 4. P: 463  
 Funding Source: Road Bond

**Background**

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project. The only quantity change provides for the removal of the force account item as it was not needed during the contract.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

T1746-SELoopDemoPh1-CO2Balancing

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 04/01/2021

**Reviewed By**

Andrea Schiele

**Date**

04/01/2021 08:50 AM

Started On: 03/31/2021 03:11 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: HCS, Inc. Commercial General Contractor

2. Change Order Work Limits: Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_

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

4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	<u>T1746</u>
Roadway:	<u>Southeast Loop Ph1 Demolition Project</u>
CSJ Number:	_____

5. Describe the work being revised:

**2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9).** This Change Order provides the final balancing for the overrun/underrun of Contract Quantities on the project, as a result of addressing field conditions not accounted for in the original plans.

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).

<p><i>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.</i></p> <p>THE CONTRACTOR Date <u>3-30-21</u></p> <p>By <u>Rosemary Ballerino</u></p> <p>Typed/Printed Name <u>Rosemary Ballerino</u></p> <p>Typed/Printed Title <u>Rosemary Ballerino</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>(\$15,000.00)</u></p>

RECOMMENDED FOR EXECUTION:

[Signature] 3/30/21  
 Project Manager Date

N/A  
 Design Engineer Date

[Signature] 3/31/2021  
 Program Manager Date

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

Design Engineer's Seal:

County Judge Date  
 APPROVED



# 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**

**Southeast Loop Phase 1 Demolition  
Williamson County Project No. T1746**

**Change Order No. 2**

**Reason for Change**

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a decrease of \$15,000.00 to the Contract amount, for an adjusted Contract total of \$110,808.07. The original Contract amount was \$125,058.07. As a result of this and all Change Orders to-date, \$15,000.00 has been deducted from the Contract, resulting in a 11.9% net decrease in the Contract cost. Zero (0) additional days will be added to the Contract as a result of this Change Order.

**HNTB Corporation**

Lowell Choate, P.E.

**Commissioners Court - Regular Session**

**42.**

**Meeting Date:** 04/06/2021

T1740 Sam Bass Interim Signals Change Order 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 regarding Change Order No. 1 in the amount of \$28,476.86 for Corridor H/Sam Bass Interim Signals (Austin Traffic Signal), a LTP Corridor project in Commissioner Pct. 1. P: 462 Funding Source: LTP Corridor

**Background**

This Change Order adjusts bid quantities and adds new items for revisions to the traffic signal installation at the intersection of Great Oaks Drive and Sam Bass Road. The revisions are included in the attached sheets and explained in the paragraphs below. This Change Order also adds a new item to trim the existing trees at Walsh Ranch Boulevard intersection that are blocking signal heads and traffic detectors.

Revision #1: The timber poles on the south side of the intersection of Sam Bass Road and Great Oaks Drive were changed to steel poles with concrete foundations. This change is because there is not enough right of way on the south side to install guy wire support for timber poles.

Revision #2: RFI#7 Adds pedestrian signal elements to maintain the existing cross-walk at the intersection of Great Oaks Drive and Sam Bass Road for pedestrian safety.

Revision #3: RFI#8 Changes the location of the signal controller and the electric service at Great Oaks Drive intersection to the northeast corner. The plan locations were in front of a house in the southwest corner and had an aesthetic impact on the adjacent property.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

T1740-SamBassInterimSignals-ATS-CO1

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Andrea Schiele	04/01/2021 08:49 AM
Form Started By: Marie Walters		Started On: 03/31/2021 03:25 PM
Final Approval Date: 04/01/2021		

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Austin Traffic Signal
2. Change Order Work Limits: Sta. N/A to Sta. N/A
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 1A, 3F (3 Max. - In order of importance - Primary first)

Project:	<u>T1740</u>
Roadway:	<u>Sam Bass Interim Signals</u>
CSJ Number:	_____

5. Describe the work being revised:

**1A. Design Error or Omission. Incorrect PS&E.** This Change Order changes the timber poles on south side of the intersection of Great Oaks Drive and Sam Bass Road to steel poles because there is not enough right of way to install guy wire support for timber poles.

**3F. County Convenience. Additional work desired by the County.** This Change Order adds pedestrian signals to the existing cross walk and changes the locations of signal controller and electric service at the intersection of Great Oaks Drive and Sam Bass Road. This Change Order also adds a new item to trim the existing trees at the intersection of Walsh Ranch Boulevard and Sam Bass Road that are blocking signal heads and traffic detectors.

6. Work to be performed in accordance with Items: See attached.
7. New or revised plan sheet(s) are attached and numbered: Sheet 10,11,14,15,16,18,19,23,35A,35B,35C
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).

<p><small>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</small></p> <p style="text-align: right; margin-right: 50px;">Date <u>3-25-21</u></p> <p>THE CONTRACTOR _____</p> <p>By _____</p> <p>Typed/Printed Name <u>Shagid G. Jirad</u></p> <p>Typed/Printed Title _____</p>	<p style="text-align: center;"><b>The following information must be provided</b></p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$28,476.86</u></p>
--	--

**RECOMMENDED FOR EXECUTION:**

\_\_\_\_\_ 3/26/21  
Project Manager Date

\_\_\_\_\_  
Design Engineer Date

\_\_\_\_\_ 3/26/2021  
Program Manager Date

Design Engineer's Seal:

\_\_\_\_\_  
County Commissioner Precinct 1 Date

APPROVED  REQUEST APPROVAL

\_\_\_\_\_  
County Commissioner Precinct 2 Date

APPROVED  REQUEST APPROVAL

\_\_\_\_\_  
County Commissioner Precinct 3 Date

APPROVED  REQUEST APPROVAL

\_\_\_\_\_  
County Commissioner Precinct 4 Date

APPROVED  REQUEST APPROVAL

\_\_\_\_\_  
County Judge Date

APPROVED



# 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

### Sam Bass Interim Traffic Signals Williamson County Project No. T1740

#### Change Order No. 1

#### Reason for Change

This Change Order adjusts bid quantities and adds new items for revisions to the traffic signal installation at the intersection of Great Oaks Drive and Sam Bass Road. The revisions are included in the attached sheets and explained in the paragraphs below. This Change Order also adds a new item to trim the existing trees at Walsh Ranch Boulevard intersection that are blocking signal heads and traffic detectors.

Revision #1: The timber poles on the south side of the intersection of Sam Bass Road and Great Oaks Drive were changed to steel poles with concrete foundations. This change is because there is not enough right of way on the south side to install guy wire support for timber poles.

Revision #2: RFI#7 Adds pedestrian signal elements to maintain the existing cross walk at the intersection of Great Oaks Drive and Sam Bass Road for pedestrian safety.

Revision #3: RFI#8 Changes the location of the signal controller and the electric service at Great Oaks Drive intersection to the northeast corner. The plan locations were in front of a house in the southwest corner and had an aesthetic impact on the adjacent property.

Following is a summary of the new items required for this Change Order:

ITEM	DESCRIPTION	QTY	UNIT
531-6010	CURB RAMP (TY 7)	1.00	EA
682-6018	PED SIG SEC (LED) (COUNTDOWN)	2.00	EA
686-6007	INS TRF SIG PL AM (S)STR(TY B)(INCL. FOUNDATION)	2.00	EA
687-6001	PED POLE ASSEMBLY (INCL. FOUNDATION)	1.00	EA
688-6001	PED DETECT PUSH BUTTON (APS)	2.00	EA
688-6003	PED DETECTOR CONTROLLER UNIT	1.00	EA
684-6079	TRF SIG CBL(TY C)(12 AWG)(2 CONDR)	370.00	LF
SPCL-0001	SURFACE APPLIED DETECTABLE WARNING	1.00	LS
SPCL-0002	TREE TRIMMING W/ TRAFFIC CONTROL	1.00	LS

This Change Order results in a net increase of \$28,476.86 to the Contract amount, for an adjusted Contract total of \$348,342.86. The original Contract amount was \$319,866.00. As a result of this and all Change Orders to-date, the Contract has been increased by \$28,476.86, resulting in an 8.90% net increase in the Contract cost. No additional days will be added to the Contract, as a result of this Change Order.

**HNTB Corporation**

Lowell D. Choate, P.E.

# SAM BASS RD AT GREAT OAKS DR

ESTIMATED QUANTITIES				
ITEM NO.	DESC. CODE	DESCRIPTION	UNIT	QUANTITY
416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	28
506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	325
506	6041	BIODEG EROSN CONT LOGS (INSTL)(12")	LF	325
531	6010	CURB RAMPS (TY 7)	EA	1
618	6046	CONDT (PVC) (SCH 80) (2")	LF	280
618	6053	CONDT (PVC) (SCH 80) (3")	LF	150
618	6074	CONDT (RM) (3")	LF	70
620	6007	ELEC CONDR (NO.8) BARE	LF	70
620	6008	ELEC CONDR (NO.8) INSULATED	LF	760
620	6009	ELEC CONDR (NO.6) BARE	LF	50
620	6010	ELEC CONDR (NO.6) INSULATED	LF	100
624	6010	GROUND BOX TY D (162922)W/APRON	EA	3
627	6002	TIMBER POLE (CL 2) 40 FT	EA	2
644	6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	5
644	6076	REMOVE SM RD SN SUP&AM	EA	5
628	6118	ELC SRV TY D 120/240 060(NS)AL(E)TP(O)	EA	1
*	*	TIMBER POLE (CL 2) 30 FT	EA	1
666	6042	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	21
666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	1
666	6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	2
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	33
666	6224	PAVEMENT SEALER 4"	LF	33
666	6230	PAVEMENT SEALER 24"	LF	21
666	6231	PAVEMENT SEALER (ARROW)	EA	1
666	6232	PAVEMENT SEALER (WORD)	EA	2
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	15
677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	12
677	6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	1
677	6009	ELIM EXT PAV MRK & MRKS (DBL ARROW)	EA	1
678	6001	PAV SURF PREP FOR MRK (4")	LF	33
678	6008	PAV SURF PREP FOR MRK (24")	LF	21
678	6009	PAV SURF PREP FOR MRK (ARROW)	EA	1
678	6016	PAV SURF PREP FOR MRK (WORD)	EA	2
680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1
**	**	REGULATORY SIGN PANEL (R10-17T, LEFT TURN YIELD ON FLASHING YELLOW ARROW) (30"X36")	EA	2
**	**	REGULATORY SIGN PANEL (R10-12, LEFT TURN YEILD ON GREEN) (30"X30")	EA	2
**	**	CONTROLLER FOUNDATION	EA	1
**	**	SIGNAL CONTROLLER AND CABINET	EA	1
**	**	BROADBAND ANTENNA	EA	1
**	**	DUAL BAND ETHERNET RADIO (2.4/5.8)	EA	1
**	**	CAT5 ETHERNET CABLE (RADIO)	LF	255
**	**	MANAGED HARDENED ETHERNET SWITCH	EA	1
**	**	POWER SUPPLY (FOR SWITCH)	EA	1
**	**	LED RDWY LUMINAIRE (.25KW EQ)	EA	2
**	**	STREET NAME SIGN "Sam Bass Rd" (96"X18")	EA	2
**	**	STREET NAME SIGN "Great Oaks Dr" (108"X18")	EA	2
**	**	MESSENGER CABLE	LF	940
682	6001	VEH SIG SEC (12")LED(GRN)	EA	9
682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	2
682	6003	VEH SIG SEC (12")LED(YEL)	EA	9
682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	4
682	6005	VEH SIG SEC (12")LED(RED)	EA	9
682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	2
682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	2
682	6023	BACK PLATE (12")(3 SEC)	EA	9
682	6024	BACK PLATE (12")(4 SEC)	EA	2
684	6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	1575
684	6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	380
684	6079	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	LF	370
686	6007	INS TRF SIG PL AM (S)STR(TY B)	EA	2
687	6001	PED POLE ASSEMBLY	EA	1
688	6001	PED DETECT PUSH BUTTON (APS)	EA	2
688	6003	PED DETECTOR CONTROLLER UNIT	EA	1
6058	6001	BBU SYSTEM (EXTERNAL BATT CABINET)	EA	1
6292	6001	RADAR PRESENCE DETECTOR	EA	4
***	***	RADAR PRESENCE DETECTOR COMM CABLE	LF	1030
6292	6002	RADAR ADVANCED DETECTION DEVICE	EA	2
***	***	RADAR ADVANCED DETECTOR COMM CABLE	LF	590

NOTES  
 \* SUBSIDIARY TO ITEM 628; INCLUDED FOR INFORMATION ONLY.  
 \*\* SUBSIDIARY TO ITEM 680; INCLUDED FOR INFORMATION ONLY.  
 \*\*\* SUBSIDIARY TO ITEM 6292; INCLUDED FOR INFORMATION ONLY.

REV. NO.	BY	DATE	REVISION DESCRIPTION
1	KMP	08/18/2020	ADDENDUM #1
2	KMP	12/15/2020	ADDENDUM #2
3	KMP	02/2/2021	ADDENDUM #3

2/5/2021

K FRIESE & ASSOCIATES, INC.  
 1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY  
 SAM BASS ROAD

QUANTITIES  
 SAM BASS RD AT GREAT OAKS DR



WILLIAMSON COUNTY

SCALE	
DATE	2/5/2021
SHEET NUMBER	10 OF 60

# SAM BASS RD AT WALSH RANCH/ ARROWHEAD

REV 3

ESTIMATED QUANTITIES				
ITEM NO.	DESC. CODE	DESCRIPTION	UNIT	QUANTITY
506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	325
506	6041	BIODEG EROSN CONT LOGS (INSTL)(12")	LF	325
618	6046	CONDT (PVC) (SCH 80) (2")	LF	190
618	6053	CONDT (PVC) (SCH 80) (3")	LF	60
618	6074	CONDT (RM)(3")	LF	70
620	6007	ELEC CONDR (NO.8) BARE	LF	100
620	6008	ELEC CONDR (NO.8) INSULATED	LF	520
620	6009	ELEC CONDR (NO.6) BARE	LF	50
620	6010	ELEC CONDR (NO.6) INSULATED	LF	100
624	6010	GROUND BOX TY D (162922)W/APRON	EA	2
627	6002	TIMBER POLE (CL 2) 40 FT	EA	4
628	6118	ELC SRV TY D 120/240 060(NS)AL(E)TP(O)	EA	1
*	*	TIMBER POLE (CL 2) 30 FT	EA	1
644	6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	5
644	6076	REMOVE SM RD SN SUP&AM	EA	2
666	6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	100
666	6042	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	67
666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	1
666	6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	1
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	320
666	6224	PAVEMENT SEALER 4"	LF	320
666	6226	PAVEMENT SEALER 8"	LF	100
666	6230	PAVEMENT SEALER 24"	LF	67
666	6231	PAVEMENT SEALER (ARROW)	EA	1
666	6232	PAVEMENT SEALER (WORD)	EA	1
677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	21
678	6001	PAV SURF PREP FOR MRK (4")	LF	320
678	6004	PAV SURF PREP FOR MRK (8")	LF	100
678	6008	PAV SURF PREP FOR MRK (24")	LF	67
678	6009	PAV SURF PREP FOR MRK (ARROW)	EA	1
678	6016	PAV SURF PREP FOR MRK (WORD)	EA	1
680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1
**	**	REGULATORY SIGN PANEL (R10-12, LEFT TURN YIELD ON GREEN) (30"X36")	EA	2
**	**	REGULATORY SIGN PANEL (R3-5L, LEFT TURN ONLY) (30"X36")	EA	1
**	**	REGULATORY SIGN PANEL (R3-6R, OPTIONAL MOVEMENT LANE CONTROL) (30"X36")	EA	1
**	**	CONTROLLER FOUNDATION	EA	1
**	**	SIGNAL CONTROLLER AND CABINET	EA	1
**	**	BROADBAND ANTENNA	EA	1
**	**	DUAL BAND ETHERNET RADIO (2.4/5.8)	EA	1
**	**	CAT5 ETHERNET CABLE (RADIO)	LF	200
**	**	MANAGED HARDENED ETHERNET SWITCH	EA	1
**	**	POWER SUPPLY (FOR SWITCH)	EA	1
**	**	LED RDWY LUMINAIRE (.25KW EQ)	EA	2
**	**	STREET NAME SIGN "Sam Bass Rd" (96"X18")	EA	2
**	**	STREET NAME SIGN "Arrowhead Dr/Walsh Ranch Blvd" (96"X24")	EA	1
**	**	STREET NAME SIGN "Walsh Ranch Blvd/Arrowhead Dr" (96"X24")	EA	1
**	**	MESSENGER CABLE	LF	285
682	6001	VEH SIG SEC (12")LED(GRN)	EA	11
682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	2
682	6003	VEH SIG SEC (12")LED(YEL)	EA	11
682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	1
682	6005	VEH SIG SEC (12")LED(RED)	EA	11
682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	1
682	6023	BACK PLATE (12")X(3 SEC)	EA	11
682	6024	BACK PLATE (12")X(4 SEC)	EA	1
684	6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	1055
684	6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	180
6058	6001	BBU SYSTEM (EXTERNAL BATT CABINET)	EA	1
6292	6001	RADAR PRESENCE DETECTOR	EA	4
***	***	RADAR PRESENCE DETECTOR COMM CABLE	LF	590
6292	6002	RADAR ADVANCED DETECTION DEVICE	EA	2
***	***	RADAR ADVANCED DETECTOR COMM CABLE	LF	255

**NOTES**

- \* SUBSIDIARY TO ITEM 628; INCLUDED FOR INFORMATION ONLY.
- \*\* SUBSIDIARY TO ITEM 680; INCLUDED FOR INFORMATION ONLY.
- \*\*\* SUBSIDIARY TO ITEM 6292; INCLUDED FOR INFORMATION ONLY.

REV. NO.	BY	DATE	REVISION DESCRIPTION
1	KMP	08/18/2020	ADDENDUM #1
2	KMP	12/15/2020	ADDENDUM #2
3	KMP	02/05/2021	ADDENDUM #3

2/5/2021

**K FRIESE & ASSOCIATES, INC.**

1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY

SAM BASS ROAD

**QUANTITIES**

SAM BASS RD AT WALSH RANCH/ARROWHEAD



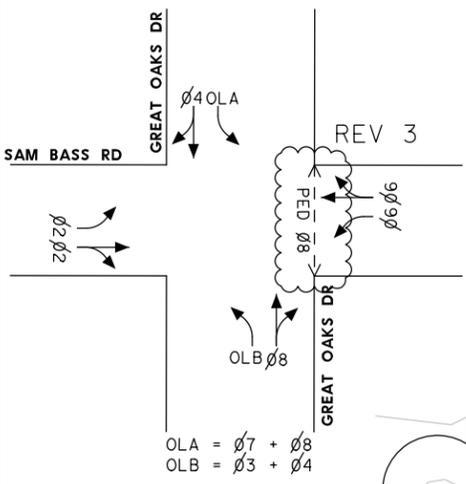
WILLIAMSON COUNTY

SCALE	
DATE	2/5/2021
SHEET NUMBER	<b>11</b> OF 60

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c:\bms\wsp-dp-us-dw-02\wsp-mat\threvi-ve\l\imand\0250868\SAMBASS-GREATOAKS-SGNL-Inter.im-02.dgn

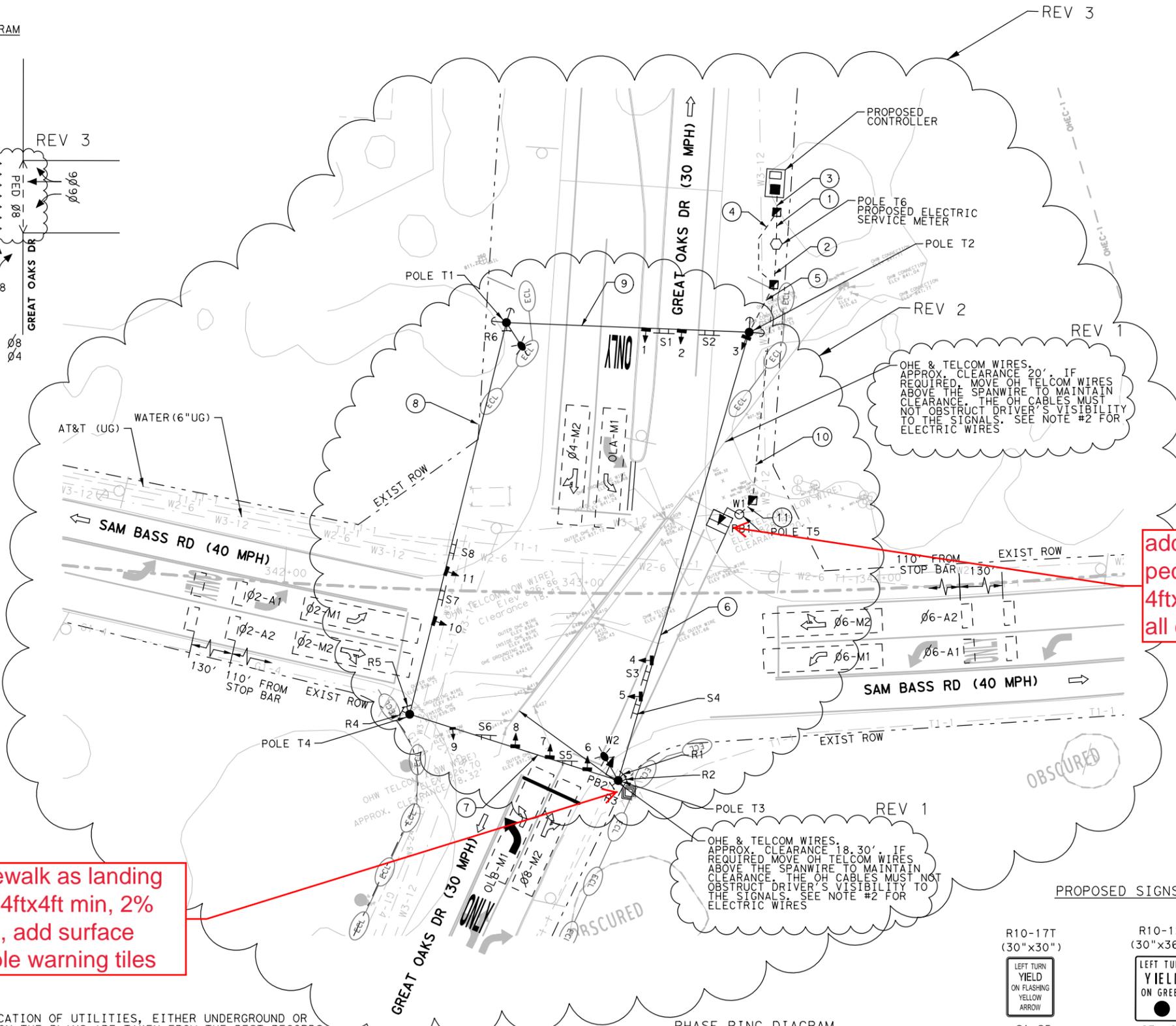
PHASING DIAGRAM



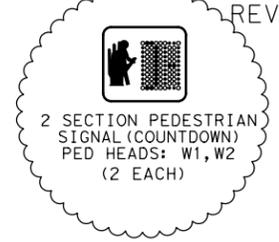
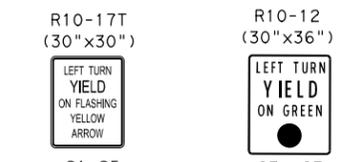
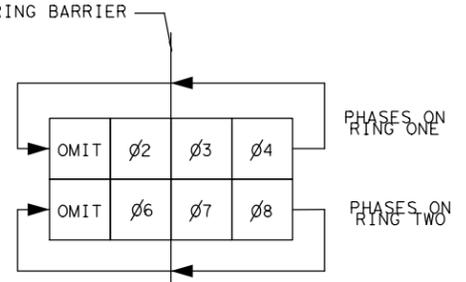
use existing sidewalk as landing for push button, 4ftx4ft min, 2% max all direction, add surface applied detectable warning tiles

add ramp/landing for ped pole, landing is 4ftx4ft min and 2% max all direction

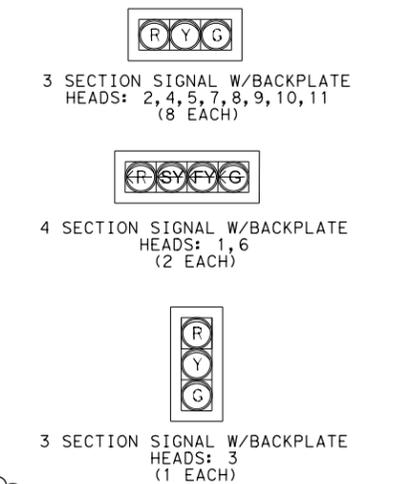
- NOTES
1. THE EXISTENCE AND LOCATION OF UTILITIES, EITHER UNDERGROUND OR OVERHEAD, INDICATED ON THE PLANS ARE TAKEN FROM THE BEST RECORDS AVAILABLE AND ARE APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UTILITIES (PRIVATE AND PUBLIC) PRIOR TO COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO LOCATE, PRESERVE, AND PROTECT THESE UTILITIES.
  2. MAINTAIN MINIMUM CLEARANCE OF 6' RADIUS FROM NEUTRAL AND 10' RADIUS FROM PRIMARY AT ALL TIMES BETWEEN PROPOSED TRAFFIC SIGNAL EQUIPMENT AND ELECTRIC LINES.
  3. ALL CONSTRUCTION SIGNS AND BARRICADES MUST CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) AND BE CONSISTENT WITH TXDOT BARRICADE, CONSTRUCTION, AND TRAFFIC CONTROL PLAN STANDARDS.
  4. RADAR ASSEMBLY LOCATIONS WILL BE DIRECTED BY THE ENGINEER.
  5. SEE TXDOT DETECTOR STANDARD LD(2)-03 FOR PLACEMENT OF DETECTION ZONES.



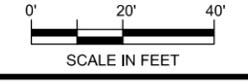
PHASE RING DIAGRAM



PROPOSED SIGNAL HEAD LEGEND



- LEGEND
- PROP. TIMBER POST WITH GUY WIRE
  - PROP. STEEL POLE
  - PROP. PEDESTAL POLE
  - PROP. PEDESTRIAN LED SIGNAL HEAD W/ PUSH BUTTON AND SIGN
  - PROP. HORIZONTAL LED SIGNAL HEAD W/ BACKPLATE
  - PROP. VERTICAL LED SIGNAL HEAD W/ BACKPLATE
  - PROP. RADAR
  - PROP. GROUND MOUNTED CONTROLLER
  - PROP. OVERHEAD SIGN
  - PROP. BROADBAND ANTENNA
  - PROP. GROUND BOX TY D
  - PROP. SPANWIRE
  - PROP. SERVICE METER
  - PROP. LUMINAIRE
  - PROP. CONDUIT
  - PROP. RUN NUMBER
  - EXIST. ROW
  - DIRECTION OF TRAFFIC FLOW
  - EROSION CONTROL LOG



REVISION DESCRIPTION	ADDENDUM #1	ADDENDUM #2	ADDENDUM #3
BY	DATE	DATE	DATE
1	KMP/09/18/2020	KMP/12/15/2020	KMP/01/16/2021
2			
3			

1/15/2021

K FRIESE & ASSOCIATES, INC.  
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY  
SAM BASS ROAD

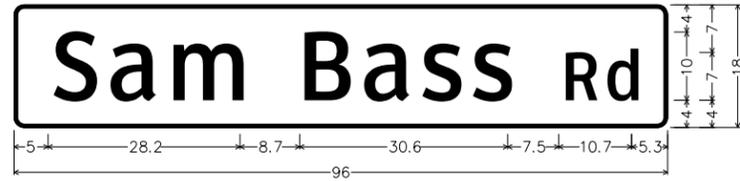
PROPOSED SIGNAL LAYOUT  
SAM BASS RD AT GREAT OAKS DR

WSP USA Inc  
1601 S McPac Expy, Suite 325  
Austin, TX 78746  
TEL: 737.703.3900  
TBPE F-2263

WILLIAMSON COUNTY

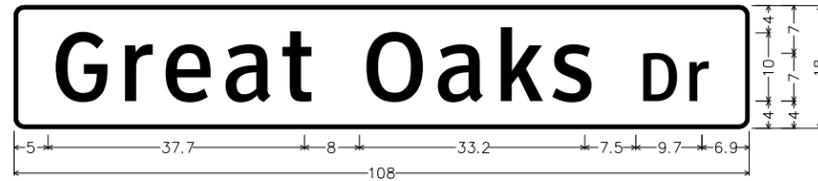
SCALE	
DATE	1/15/2021
SHEET NUMBER	14 OF 60

PROPOSED SIGN DETAIL



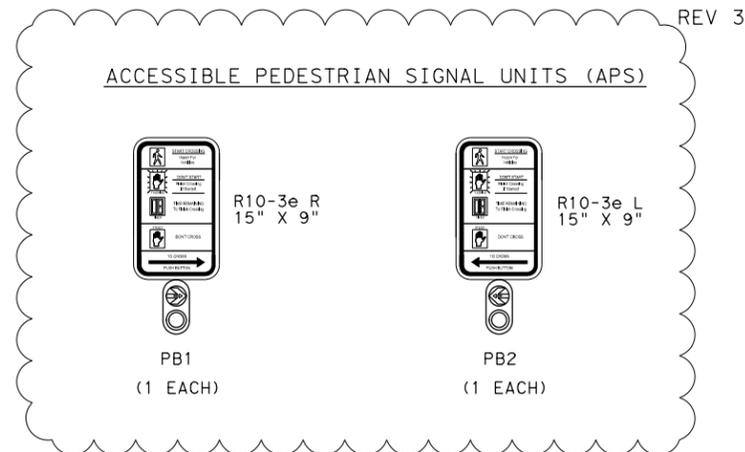
1.5" Radius, 0.5" Border, White on Green;  
[Sam Bass] clvhwy3w; [Rd] clvhwy3w;

S2, S6  
(2 EACH)



1.5" Radius, 0.5" Border, White on Green;  
[Great Oaks] clvhwy3w; [Dr] clvhwy3w;

S4, S8  
(2 EACH)



POLE OFFSET SCHEDULE

POLE	TYPE	ALIGNMENT	STATION	OFFSET
POLE T1	TIMBER POLE	SAM BASS RD	342+72.44	90.16' LT
POLE T2	TIMBER POLE	SAM BASS RD	343+57.71	87.11' LT
POLE T3	STEEL POLE	SAM BASS RD	343+12.36	62.61' RT
POLE T4	STEEL POLE	SAM BASS RD	342+43.71	41.91' RT
POLE T5	PEDESTAL POLE	SAM BASS RD	343+53.19	26.22' LT
POLE T6	TIMBER POLE	SAM BASS RD	-	-

RADAR INFORMATION

DETECTION ZONE INFORMATION				
ZONE	LOCATION	RADAR UNIT	SERIAL NUMBER	DATE OF INSTALL
Ø2-M1	POLE T4	R5 (MATRIX)		
Ø2-M2	POLE T4	R5 (MATRIX)		
Ø2-A1	POLE T4	R4 (ADV)		
Ø3-M1	POLE T3	R3 (MATRIX)		
Ø4-M2	POLE T1	R6 (MATRIX)		
Ø6-M1	POLE T3	R1 (MATRIX)		
Ø6-M2	POLE T3	R1 (MATRIX)		
Ø6-A1	POLE T3	R2 (ADV)		
Ø7-M1	POLE T1	R6 (MATRIX)		
Ø8-M2	POLE T3	R3 (MATRIX)		



K FRIESE & ASSOCIATES, INC.  
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746  
WILLIAMSON COUNTY  
SAM BASS ROAD  
SIGNING AND PHASING  
SAM BASS RD AT GREAT OAKS DR



WILLIAMSON COUNTY

SCALE	
DATE	2/5/2021
SHEET NUMBER	15 OF 60

NOT TO SCALE

CONDUIT, SPAN AND CONDUCTOR SCHEDULE

RUN No.	LENGTH LF	PROPOSED CONDUCTOR/CONDUIT SCHEDULE														
		CONDUITS			NO. 6 AWG (BARE)		NO. 6 AWG (INS)		LUMINAIRE CABLE		TY A 14 AWG		TY C 14 AWG	6/C RADAR	CAT5 ETHERNET CABLE (RADIO)	MESSENGER CABLE
		2" PVC (EA)	2" PVC (LUM'S) (EA)	3" PVC (EA)	NO. 8 AWG (BARE) (EA)	NO. 8 AWG (INS) (EA)	5/C (SIGNAL & PED HEAD) (EA)	7/C SIGNAL CABLE (EA)	2/C (PUSH BUTTON) (EA)							
1	10	2			1	2										
2	15		2				2	4								
3	10			5	1	2			7	2	2		6	1		
4	30	2		2					7	2	2		6	1		
5	20	2	2	2			2	4	6	2	1		6	1		
6 (span wire)	T2 to #4	115								1						
	T2 to #5	130														
	T2 to T3	160						2	3	1	1		5	1	2	
7 (span wire)	T3 to #6	15								1						
	T3 to #7	25														
	T3 to #8	40							1							
	T3 to #9	60							1							
8 (span wire)	T3 to T4	80											2		2	
	T1 to #11	90														
	T1 to #10	105							1							
9 (span wire)	T1 to T4	140														2
	T2 to #3	0														
	T2 to #2	25								1						
	T2 to #1	35									1					
10	T2 to T1	90						2	1				1			2
		80	1						1							
11		10	1						1							
		10	1						1							
Total (LF)	1285	210	70	150	20	40	70	640	1420	330	350		1410	220		940

POLE DETAILS & WIRING

POLE	TYPE	WIRING ON POLES									
		NO. 6		CONDUCTORS/CABLE IN POLES (LF)			6/C RADAR	CAT5E (RADIO)	CONDIT (RM) (3")		
		AWG (BARE)	AWG (INS)	LUMINAIRE CABLE AWG (INS)	TY A 14 AWG (SIGNAL)	TY C 12 AWG (PUSH BTN)					
POLE T1	TIMBER POLE			20						10	
POLE T2	TIMBER POLE			80	40	110		5	180	20	
POLE T3	STEEL POLE			20						30	
POLE T4	STEEL POLE										
POLE T5	PEDESTAL POLE							10	5		
POLE T6	TIMBER POLE	30	60							30	
TOTAL (LF)		30	60	120	40	120		10	180	30	70

INSIDE CABINET CHART

WIRING INSIDE CABINET					
CONDUCTORS/CABLE IN CABINET (LF)					
TY A 14 AWG		TY C 14 AWG		6/C RADAR	CAT5E (RADIO)
7/C (SIGNAL)	5/C (SIGNAL)	2/C (PUSH BTN)			
10	35	10		30	5

CABLE TERMINATION CHART

Conductor Cable	CABLE TERMINATION CHART								
	Cable 1 Pole T1 & T2 7/C 14 AWG	Cable 2 Pole T1 & T2 5/C 14 AWG	Cable 3 Pole T1 & T2 5/C 14 AWG	Cable 4 Pole T2 & T3 5/C 14 AWG	Cable 5 Pole T3 & T4 7/C 14 AWG	Cable 6 Pole T3 & T4 5/C 14 AWG	Cable 7 Pole T3 & T4 5/C 14 AWG	Cable 8 Pole T4 & T1 5/C 14 AWG	Cable 9 Pole T5 5/C 14 AWG
Black	SH 1 SYA Ph 3	SH 2, 3 Y Ph 8	PED W1 DW Ped 8	SH 4, 5 Y Ph 2	SH 6 SYA Ph 7	SH 7, 8 Y Ph 4	SH 9 Y Ph 8	SH 10, 11 Y Ph 6	PED W2 DW Ped 8
White	Signal Common	Signal Common							
Red	SH 1 RA Ph 3	SH 2, 3 R Ph 8	Spare	SH 4, 5 R Ph 2	SH 6 RA Ph 7	SH 7, 8 R Ph 4	SH 9 R Ph 8	SH 10, 11 R Ph 6	Spare
Green	SH 1 GA Ph 3	SH 2, 3 G Ph 8	Spare	SH 4, 5 G Ph 2	SH 6 GA Ph 7	SH 7, 8 G Ph 4	SH 9 G Ph 8	SH 10, 11 G Ph 6	Spare
Orange	SH 1 FYA Ph 4	Spare	Spare	Spare	SH 6 FYA Ph 8	Spare	Spare	Spare	Spare
Blue	Spare		PED W1 W Ped 8		Spare				PED W2 W Ped 8
White/Black	Spare				Spare				

APS MESSAGE INFORMATION

APS UNIT #	ACKNOWLEDGEMENT DEFAULT "WAIT"	APS MESSAGE INFORMATION	
		EXTENDED PRESS MESSAGE	WALK PHASE MESSAGE
		"WAIT TO CROSS (STREET NAME) AT (CROSS STREET NAME)"	"(STREET NAME) WALK SIGN IS ON TO CROSS, (STREET NAME)" OR TONE
W1	YES	SAM BASS AT GREAT OAKS DR	AUSTRALIAN TONE
W2	YES	SAM BASS AT GREAT OAKS DR	AUSTRALIAN TONE

NOTE  
IF DURING CONSTRUCTION, SITUATIONS ARISE THAT FORCE TWO APS UNITS TO BE CLOSER THAN 10 FEET FROM EACH OTHER A VERBAL MESSAGE WILL BE REQUIRED. CONTACT INSPECTING ENGINEER FOR APPROVAL.

ELECTRICAL SERVICE DATA

ELECTRICAL SERVICE DATA												
POLE	ELECTRICAL SERVICE DESCRIPTION (SEE ED (5)-14)	SERVICE CONDUIT SIZE	SERVICE CONDUCTOR NO./SIZE	SAFETY SWITCH AMPS	MAIN CKT. BRK POLE/AMP	TWO-POLE CONTACTOR AMPS	PANEL 8D. /LOADCENTER AMP RATING (MIN)	CIRCUIT NO.	CIRCUIT DESC.	BRANCH CKT./BRD POLE/AMPS	BRANCH CIRCUIT AMPS	KVA LOAD
T6	ELC SRV TY D 120/240 060(NS)AL(E)TP(O)	2"	3 / #6	N / A	2P / 60	30	100	1	T.S.	1P / 50	40	7.2
								2	LIGHTING	2P / 20	10	



K FRIESE & ASSOCIATES, INC.  
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746  
WILLIAMSON COUNTY  
SAM BASS ROAD  
CONDUIT AND CONDUCTOR SCHEDULES  
SAM BASS RD AT GREAT OAKS DR

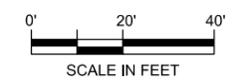
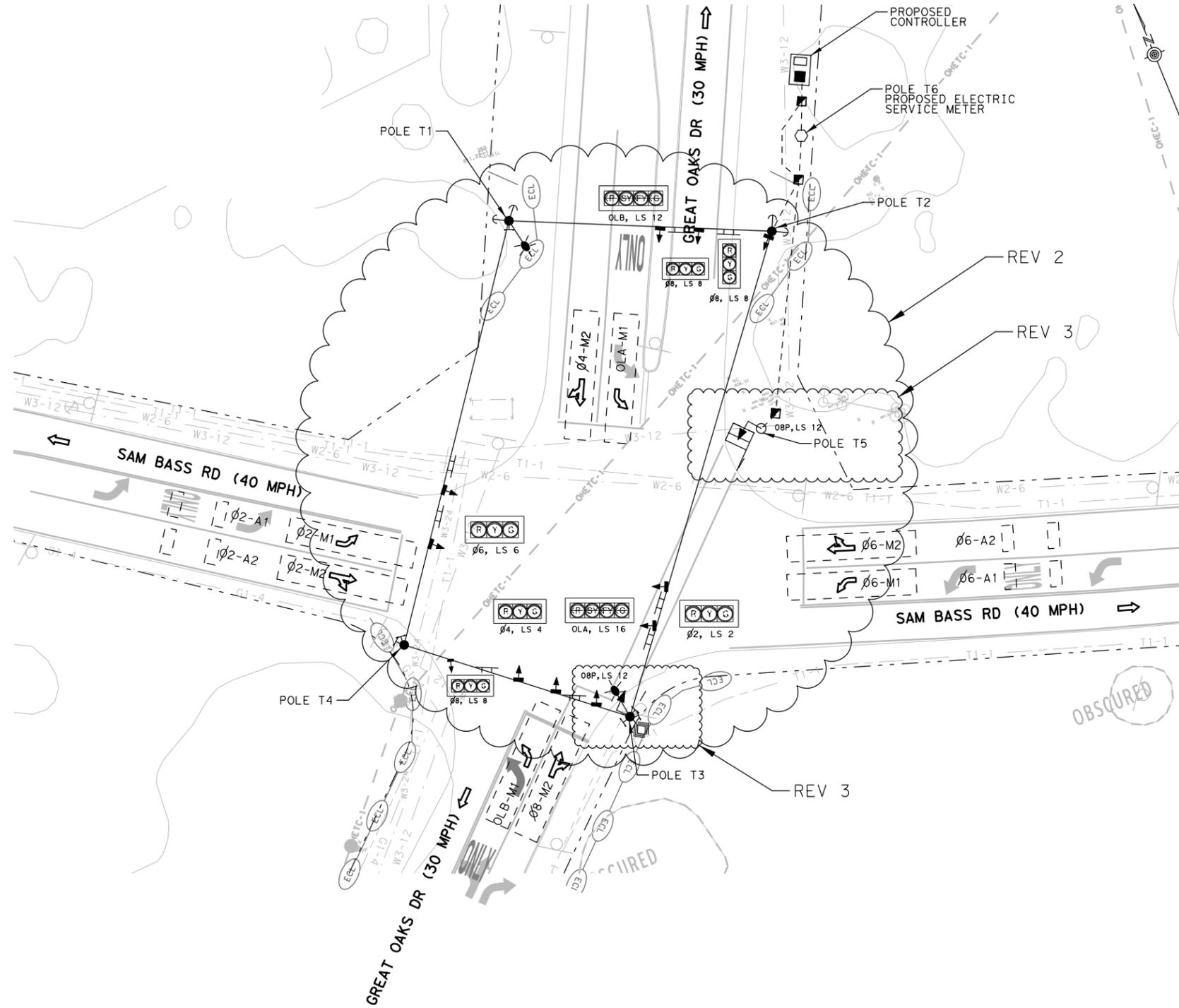


WILLIAMSON COUNTY

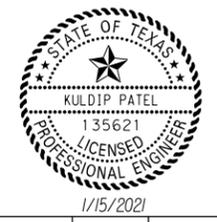
SCALE  
DATE 2/5/2021  
SHEET NUMBER 16 OF 60

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REV. NO.	BY	DATE	REVISION DESCRIPTION
1	KMP	09/18/2020	ADDENDUM #1
2	KMP	12/15/2020	ADDENDUM #2
3	KMP	01/16/2021	ADDENDUM #3



K FRIESE & ASSOCIATES, INC.  
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY  
SAM BASS ROAD  
LOAD SWITCH  
SAM BASS RD AT GREAT OAKS DR

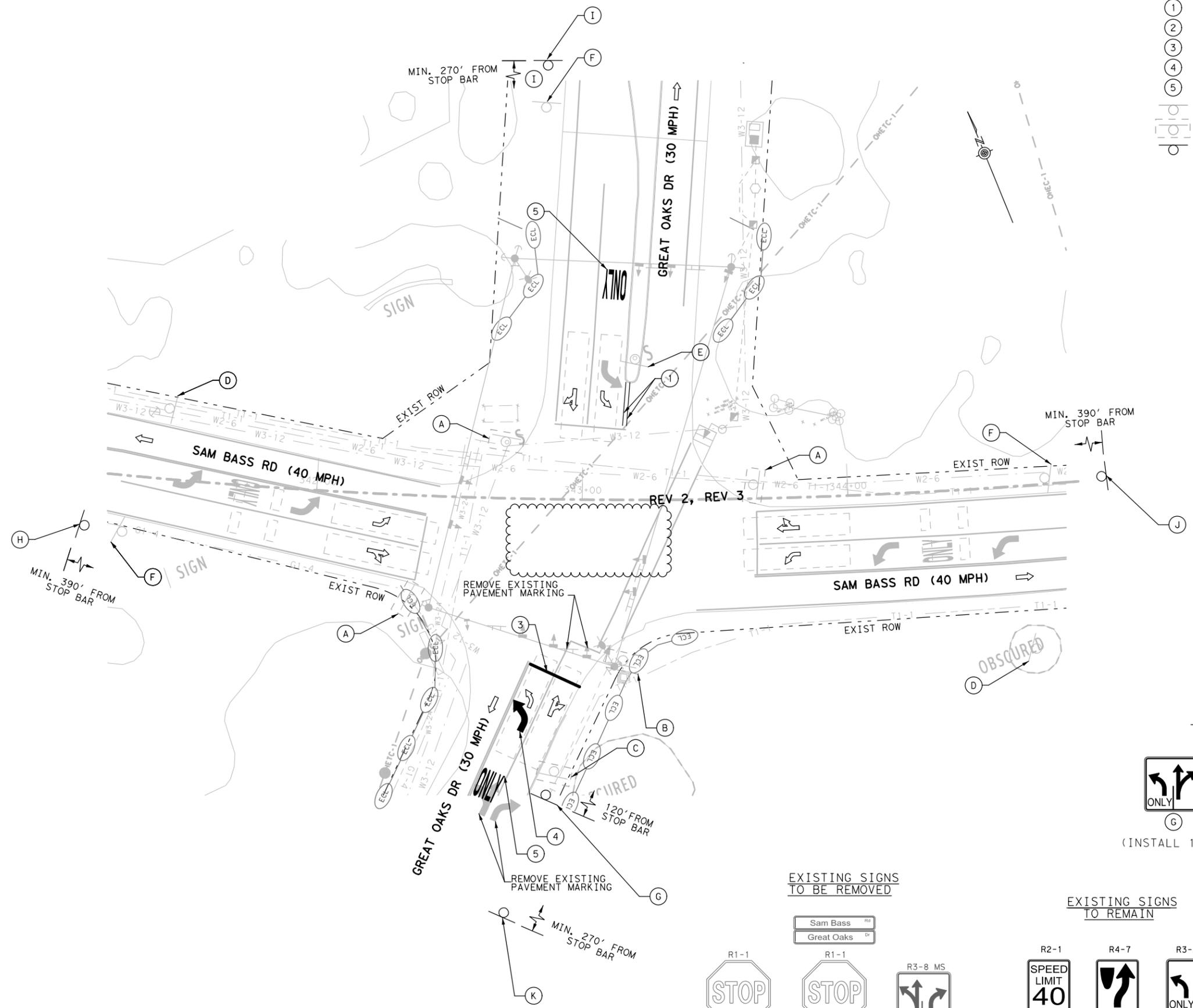


**WSP**  
WSP USA, Inc.  
1601 S McPac Expy, Suite 325  
Austin, TX 78748  
TEL: 737.703.3900  
TBPE F-2263



WILLIAMSON COUNTY	
SCALE	
DATE	1/15/2021
SHEET NUMBER	18 OF 60

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- LEGEND**
- ① REF PAV MRK TY I (Y) (4") (SLD)
  - ② REF PAV MRK TY I (W) (8") (SLD)
  - ③ REF PAV MRK TY I (W) (24") (SLD)
  - ④ REF PAV MRK TY I (W) (ARROW)
  - ⑤ REF PAV MRK TY I (W) (ONLY)
  - EXISTING SIGN TO REMAIN
  - EXISTING SIGN TO BE REMOVED
  - PROPOSED SIGN

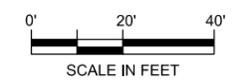
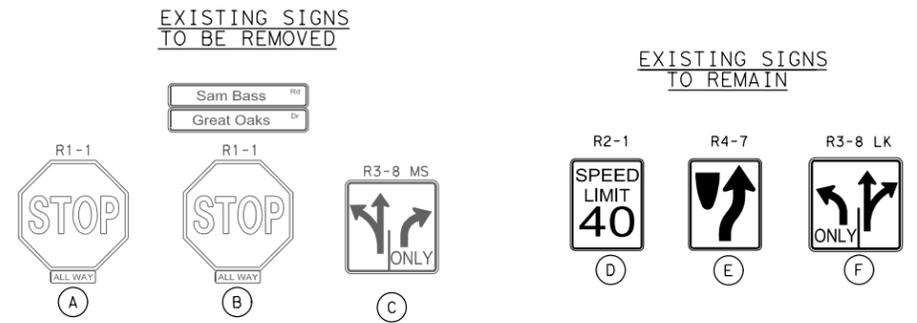
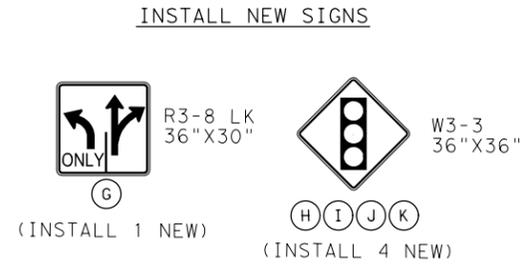
REV. NO.	BY	DATE	REVISION DESCRIPTION
1	KMP	09/18/2020	ADDENDUM #1
2	KMP	12/15/2020	ADDENDUM #2
3	KMP	01/16/2021	ADDENDUM #3



K FRIESE & ASSOCIATES, INC.  
 1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746  
 WILLIAMSON COUNTY  
 SAM BASS ROAD  
**PROPOSED SIGNING & PAVEMENT MARKING  
 SAM BASS RD AT GREAT OAKS DR**



SCALE	
DATE	1/15/2021
SHEET NUMBER	19 OF 60



CONDUIT, SPAN AND CONDUCTOR SCHEDULE

RUN No.	LENGTH LF	CONDUITS			NO. 6 AWG (BARE) (INS)		LUMINAIRE CABLE		TY A 14 AWG		6/C RADAR	CAT5 ETHERNET CABLE (RADIO)	MESSENGER CABLE
		2" PVC	2" PVC (LUM'S)	3" PVC	NO. 6 AWG (BARE)	NO. 6 AWG (INS)	NO. 8 AWG (BARE)	NO. 8 AWG (INS)	5/C	7/C			
		EA	EA	EA	EA	EA	EA	EA	EA	EA			
1	15	2	2		1	2	2	4					
2	35	2			1	2							
3	25						2	4					
4	10			5					9	2	6	1	
5	10						2	4	9	2	6	1	
6 (span wire)	T3 to #3	15							1				
	T3 to #12	25							1				
	T3 to T2	55						2	1	1	1		1
7 (span wire)	T2 to #2	20							1				
	T2 to #1	35								1			
	T2 to T1	85											1
8 (span wire)	T4 to #10	35							1				
	T4 to #2	45							1				
	T4 to T1	60									2	1	1
9 (span wire)	T3 to #6	55							1				
	T3 to #7	65							1				
	T3 to T4	85						2	4		4	1	1
TOTAL (LF)		110	80	60	50	100	100	480	835	130	635	165	285

POLE DETAILS & WIRING

POLE	TYPE	WIRING ON POLES							
		CONDUCTORS/CABLE IN POLES (LF)							
		NO. 6	NO. 6	LUMINAIRE CABLE	TY A 14 AWG		6/C RADAR	CAT5E (RADIO)	CONDT (RM)(3")
		AWG (BARE)	AWG (INS)	NO.8 AWG (INS)	5/C (SIGNAL)	7/C (SIGNAL)			
T2	TIMBER POLE			20					10
T3	TIMBER POLE				160	40	180	30	20
T4	TIMBER POLE			20					10
T5	TIMBER POLE	30	60						30
TOTALS (LF)		30	60	40	160	40	180	30	70

INSIDE CABINET CHART

WIRING INSIDE CABINET		
CONDUCTORS/CABLE IN CABINET (LF)		
TY A 14 AWG		
7/C	5/C	6/C RADAR
(SIGNAL)	(SIGNAL)	
10	40	30

CABLE TERMINATION CHART

Conductor Cable	CABLE TERMINATION CHART					
	Cable 1 Pole T1 & T2 7/C 14 AWG	Cable 2 Pole T1 & T2 5/C 14 AWG	Cable 3 Pole T2 & T3 5/C 14 AWG	Cable 4 Pole T3 & T4 7/C 14 AWG	Cable 5 Pole T3 & T4 5/C 14 AWG	Cable 6 Pole T4 & T5 5/C 14 AWG
Black	SH 1 Y Ph 3	SH 2, 7 Y Ph 3	SH 3, 4 Y Ph 2	SH 5 Y Ph 4	SH 6 Y Ph 4	SH 8, 9, 10 Y Ph 6
White	Signal Common	Signal Common	Signal Common	Signal Common	Signal Common	Signal Common
Red	SH 1 R Ph 3	SH 2, 7 R Ph 3	SH 3, 4 R Ph 2	SH 5 R Ph 4	SH 6 R Ph 4	SH 8, 9, 10 R Ph 6
Green	SH 1 GA Ph 3	SH 2, 7 G Ph 3	SH 3, 4 G Ph 2	SH 5 GA Ph 4	SH 6 G Ph 4	SH 8, 9, 10 G Ph 6
Orange	SH 1 G Ph 3	Spare	Spare	SH 5 G Ph 4	Spare	Spare
Blue	Spare			Spare		
White/Black	Spare			Spare		

ELECTRICAL SERVICE DATA

ELECTRICAL SERVICE DATA												
POLE	ELECTRICAL SERVICE DESCRIPTION (SEE ED (5)-14)	SERVICE CONDUIT SIZE	SERVICE CONDUCTOR NO./SIZE	SAFETY SWITCH AMPS	MAIN CKT. BRK POLE/AMP	TWO-POLE CONTACTOR AMPS	PANEL 8D. /LOADCENTER AMP RATING (MIN)	CIRCUIT NO.	CIRCUIT DESC.	BRANCH CKT./BRD POLE/AMPS	BRANCH CIRCUIT AMPS	KVA LOAD
T5	ELC SRV TY D 120/240 060(NS)AL(E)TP(O)	2"	3 / #6	N / A	2P / 60	30	100	1	T.S.	1P / 50	40	7.2
								2	LIGHTING	2P / 20	10	

REV 3

c:\bms\wsp-pd-us-dw-02\wsp-mat\threyi-ve\l\imand\0250868\SAMBASS-WALSH\_SGNL-Inter.im\_04.dgn

REVISION DESCRIPTION	DATE	BY
ADDENDUM #1	09/18/2020	KMP
ADDENDUM #2	12/15/2020	KMP
ADDENDUM #3	01/16/2021	KMP



K FRIESE & ASSOCIATES, INC.  
 1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746  
 WILLIAMSON COUNTY  
 SAM BASS ROAD  
 CONDUIT AND CONDUCTOR SCHEDULES  
 SAM BASS RD AT WALSH RANCH/ARROWHEAD



WILLIAMSON COUNTY	
SCALE	
DATE	1/15/2021
SHEET NUMBER	23 OF 60

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**FOUNDATION DESIGN TABLE**

FDN TYPE	DRILLED SHAFT DIA	REINFORCING STEEL		EMBEDDED DRILLED SHAFT LENGTH-ft (4), (5), (6)			ANCHOR BOLT DESIGN (1)			FOUNDATION DESIGN LOAD (2)		TYPICAL APPLICATION	
		VERT BARS	SPIRAL & PITCH	TEXAS CONE PENETROMETER N blows/ft			ANCHOR BOLT DIA	Fy (ksi)	BOLT CIR DIA	ANCHOR TYPE	MOMENT K-ft		SHEAR Kips
				10	15	40							
24-A	24"	4- #5	#2 at 12"	5.7	5.3	4.5	3/4"	36	12 3/4"	1	10	1	Pedestal pole, pedestal mounted controller.
30-A	30"	8- #9	#3 at 6"	11.3	10.3	8.0	1 1/2"	55	17"	2	87	3	Mast arm assembly. (see Selection Table)
36-A	36"	10- #9	#3 at 6"	13.2	12.0	9.4	1 3/4"	55	19"	2	131	5	Mast arm assembly. (see Selection Table) 30' strain pole with or without luminaire.
36-B	36"	12- #9	#3 at 6"	15.2	13.6	10.4	2"	55	21"	2	190	7	Mast arm assembly. (see Selection Table) Strain pole taller than 30' & strain pole with mast arm
42-A	42"	14- #9	#3 at 6"	17.4	15.6	11.9	2 1/4"	55	23"	2	271	9	Mast arm assembly. (see Selection Table)

**NOTES:**

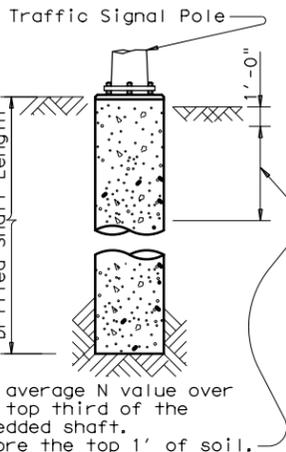
- Anchor bolt design develops the foundation capacity given under Foundation Design Loads.
- Foundation Design Loads are the allowable moments and shears at the base of the structure.
- Foundations may be listed separately or grouped according to similarity of location and type. Quantities are for the Contractor's information only.
- Field Penetrometer readings at a depth of approximately 3 to 5 feet may be used to adjust shaft lengths.
- If rock is encountered, the Drilled Shaft shall extend a minimum of two diameters into solid rock.
- Decimal lengths in Design Table are to allow interpolation for other penetrometer values. Round to nearest foot for entry into Summary Table.

**FOUNDATION SUMMARY TABLE (3)**

LOCATION IDENTIFICATION	AVG. N BLOW /ft.	FDN TYPE	NO. EA	DRILLED SHAFT LENGTH (6) (FEET)				
				24-A	30-A	36-A	36-B	42-A
POLE T3	10	36-A	1			14		
POLE T4	10	36-A	1			14		
TOTAL DRILLED SHAFT LENGTHS						28		

**FOUNDATION SELECTION TABLE FOR STANDARD MAST ARM PLUS ILSN SUPPORT ASSEMBLIES (ft)**

80 MPH DESIGN WIND SPEED	MAX SINGLE ARM LENGTH	FDN 30-A	FDN 36-A	FDN 36-B	FDN 42-A	
		24' X 24'				
MAXIMUM DOUBLE ARM LENGTH COMBINATIONS	28' X 28'					
	32' X 28'					
		32' X 32'				
		36' X 36'				
		40' X 36'				
		44' X 28'	44' X 36'			
100 MPH DESIGN WIND SPEED	MAX SINGLE ARM LENGTH		36'	44'		
	MAXIMUM DOUBLE ARM LENGTH COMBINATIONS	24' X 24'				
		28' X 28'				
32' X 24'						
		32' X 32'				
		36' X 36'				
		40' X 24'	40' X 36'			
			44' X 36'			



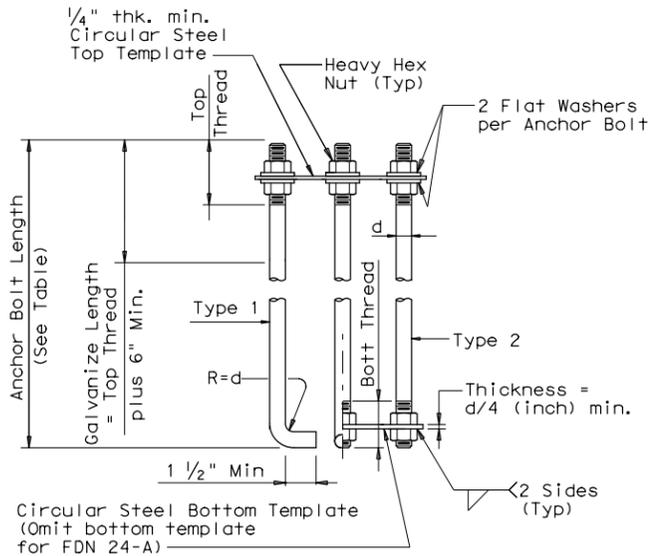
**ANCHOR BOLT & TEMPLATE SIZES**

BOLT DIA IN.	(7) BOLT LENGTH	TOP THREAD	BOTTOM THREAD	BOLT CIRCLE	R2	R1
3/4"	1'-6"	3"	—	12 3/4"	7 1/8"	5 5/8"
1 1/2"	3'-4"	6"	4"	17"	10"	7"
1 3/4"	3'-10"	7"	4 1/2"	19"	11 1/4"	7 3/4"
2"	4'-3"	8"	5"	21"	12 1/2"	8 1/2"
2 1/4"	4'-9"	9"	5 1/2"	23"	13 3/4"	9 1/4"

(7) Min dimensions given, longer bolts are acceptable.

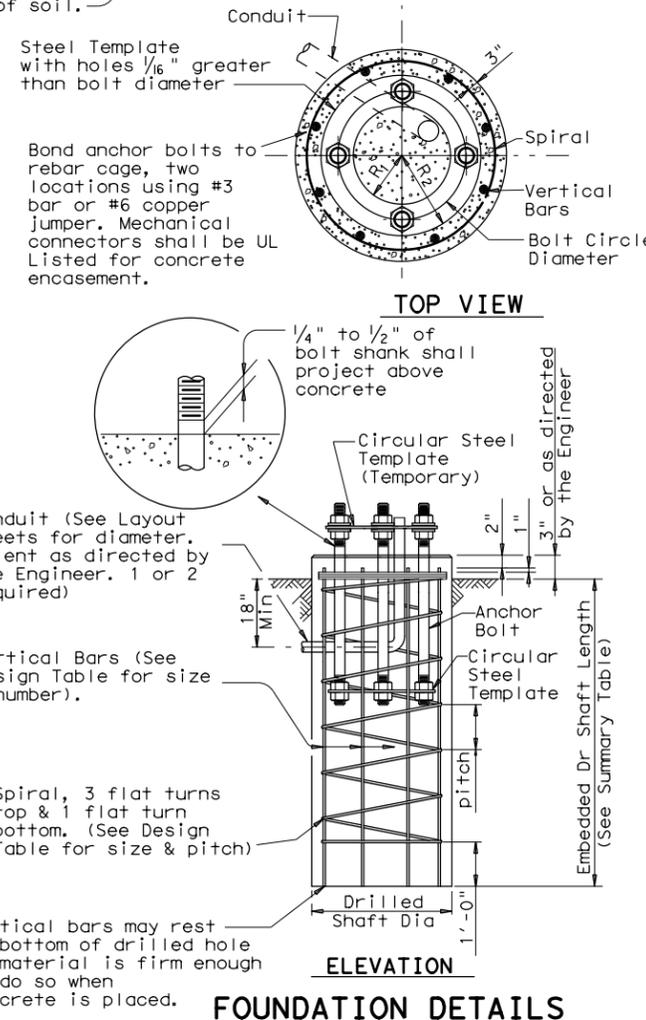
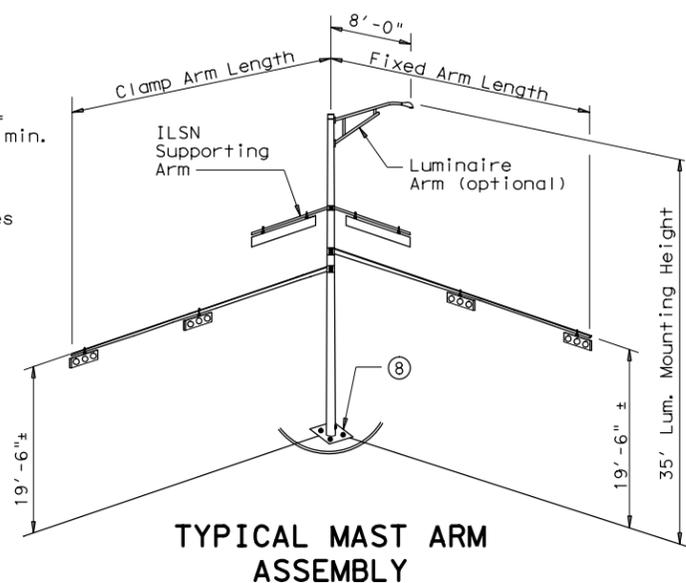
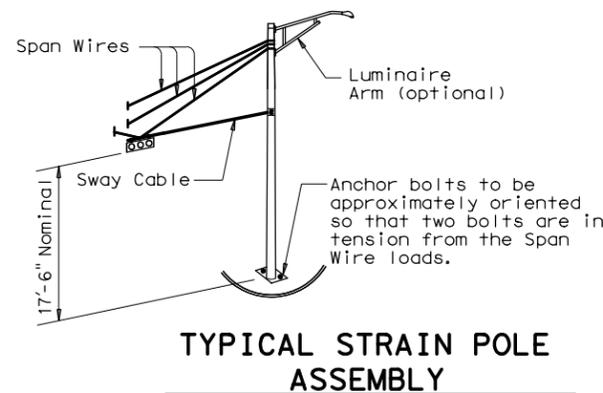
**EXAMPLE:**

- For 80mph design wind speed, foundation 30-A can support up to a 32' arm with another arm up to 28'
- For 100mph design wind speed, foundation 36-A can support a single 36' mast arm.



**HOOKED ANCHOR (TYPE 1) NUT ANCHOR (TYPE 2) ANCHOR BOLT ASSEMBLY**

(8) Orient anchor bolts orthogonal with the fixed arm direction to ensure that two bolts are in tension under dead load.



**GENERAL NOTES:**

Design conforms to 1994 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals and interim revisions thereto.

Reinforcing steel shall conform to Item 440, "Reinforcing Steel".

Concrete shall be Class "C".

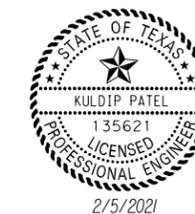
Threads for anchor bolts and nuts shall be rolled or cut threads of 8UN series up to 2" in diameter or UNC series for all sizes. Bolts and nuts shall have Class 2A and 2B fit tolerances. Galvanized nuts shall be tapped after galvanizing.

Anchor bolts that are larger than 1" in diameter shall conform to "alloy steel" or "medium-strength mild steel" per Item 449, "Anchor Bolts". Anchor bolts that are 1" in diameter or less shall conform to ASTM A36. Galvanize a minimum of the top end thread length plus 6" for all anchor bolts unless otherwise noted. Exposed washers and exposed nuts shall be galvanized. All galvanizing shall be in accordance with Item 445, "Galvanizing".

Templates and embedded nuts need not be galvanized. Lubricate and tighten anchor bolts when erecting the structure in accordance with Item 449, "Anchor Bolts".

**GREAT OAKS DR AT SAM BASS RD**

ENGINEER NAME: \$NUMBER\$



**TRAFFIC SIGNAL POLE FOUNDATION**

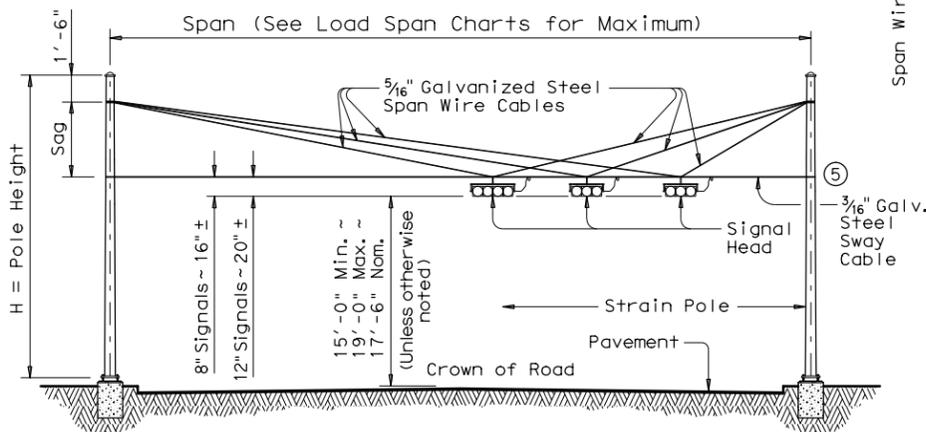
**TS-FD-12**

© TxDOT August 1995	DN: MS	CK: JSY	DW: MAD/MMF	CK: JSY/TEB
5-96 11-99 1-12	REVISIONS	CONT	SECT	JOB
				HIGHWAY
	DIST		COUNTY	<b>35A</b>

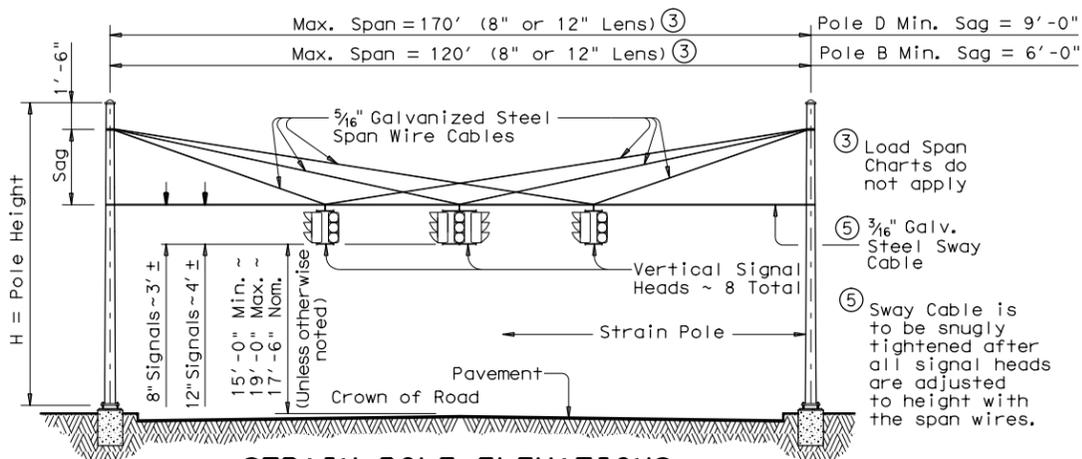
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STRAIN POLE DESCRIPTION	Pole Type	Foundation Type	Maximum Permissible Span Wire Load (lbs.)
26' Pole	A	36-A	5200
30' Pole	B	36-A	4600
30' Pole with Lum.	B	36-A	4400
30' Pole with 20' Mast Arm	C	36-B	5600
30' Pole with 24' Mast Arm	C	36-B	5500
30' Pole with 28' Mast Arm	C	36-B	5300
30' Pole with 32' Mast Arm	C	36-B	5100
30' Pole with 36' Mast Arm	C	36-B	4900
30' Pole with 20' Mast Arm & Lum.	C	36-B	5300
30' Pole with 24' Mast Arm & Lum.	C	36-B	5200
30' Pole with 28' Mast Arm & Lum.	C	36-B	5000
30' Pole with 32' Mast Arm & Lum.	C	36-B	4800
30' Pole with 36' Mast Arm & Lum.	C	36-B	4500
34' Pole	D	36-B	5600
34' Pole with Lum.	D	36-B	5400

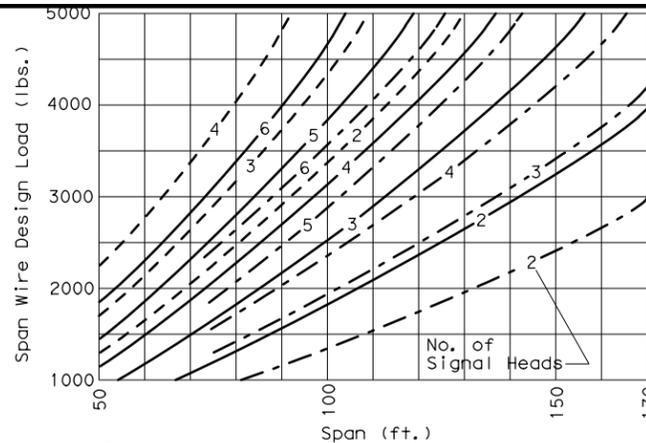
② Numbers on Load Span Charts indicate the number of signal heads on the span. The total span wire design load is based on one 5-section head and one or more additional 3-section head(s). Design wind pressures on cables are assumed as 1.0 lb/ft. Weight of span wire cables (one per signal head) is assumed as 0.65 lb/ft which includes an allowance for conductor cables and miscellaneous hardware. The effect of the sway cable on load distribution is ignored as it is assumed to break at design wind conditions. When a pole supports 2 spans, the span wire design loads for both spans should be added vectorially to determine the design load for that pole.



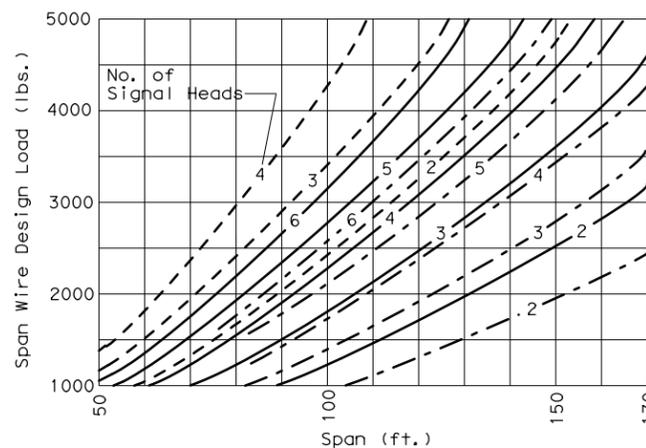
**STRAIN POLE ELEVATIONS HORIZONTAL SIGNALS**



**STRAIN POLE ELEVATIONS VERTICAL SIGNALS**  
(Mast arms are not used with vertical signals)



**② SIGNALS WITH 12-INCH LENS**



**② SIGNALS WITH 8-INCH LENS**

Signal Head Type	Wt. Per Head	Wind Area
5-Section, 12" Lens	125 lbs	9.6 sq. ft.
5-Section, 8" Lens	70 lbs	4.8 sq. ft.
3-Section, 12" Lens	75 lbs	5.64 sq. ft.
3-Section, 8" Lens	45 lbs	3.0 sq. ft.

◆ Effective projected design wind area (actual area times drag coefficient)

- Sag = 4'-6" (26' or 30' Pole)
- Sag = 8'-0" (30' or 34' Pole)
- Sag = 11'-6" (34' Pole)

Pole Type	ROUND POLES				POLYGONAL POLES			
	D <sub>B</sub>	D <sub>T</sub>	(4)thk	H	D <sub>B</sub>	D <sub>T</sub>	(4)thk	H
A	12.5	8.9	.239	26	13.0	9.0	.239	26
B	13.5	9.3	.239	30	14.0	9.0	.239	30
C	15.5	11.3	.239	30	16.0	11.0	.239	30
D	15.5	10.7	.239	34	16.0	11.0	.239	34

D<sub>B</sub> = Pole Base O.D. D<sub>T</sub> = Pole Top O.D. H = Pole Height

④ Thickness shown are minimum, thicker materials may be used.

**SHIPPING PARTS LIST**

Poles (Without Traffic Signal Arm)						
Pole Type	Strain poles with Luminaire			Strain poles without Luminaire		
	Description	Designation	Quantity	Description	Designation	Quantity
A	Ship each pole with the following hardware attached: handhole at base, pole cap, 2 clamp-on simplex and 1 pipe plug.			Ship each pole with the following hardware attached: handhole at base, pole cap and 1 pipe plug.		
B	30' Strain Pole	SPL 30 B-80	1	30' Strain Pole	SP 30 B-80	1
D	34' Strain Pole	SPL 34 D-80		34' Strain Pole	SP 34 D-80	

Poles (With Traffic Signal Arm)						
Pole Type	Strain poles with Luminaire			Strain poles without Luminaire		
	Description	Designation	Quantity	Description	Designation	Quantity
C	Ship each pole with the following hardware attached: handhole at base, pole cap, clamp-on simplex and 3 pipe plugs.			Ship each pole with the following hardware attached: handhole at base, pole cap and 3 pipe plugs.		
	30' SPw/TS Arm	SPL 30 C-80		30' SPw/TS Arm	SP 30 C-80	

Traffic Signal Arms (For Type C poles)						
Nominal Arm Length	Type I Arm (1 Signal)		Type II Arm (2 Signals)		Type III Arm (3 Signals)	
	Description	Quantity	Description	Quantity	Description	Quantity
ft.	Ship each Type I Arm with the following hardware attached: 2 CGB Connectors, 1 clamp with bolts and washers		Ship each Type II Arm with the following hardware attached: 1 Bracket Assembly, 3 CGB Connectors and 1 clamp with bolts and washers		Ship each Type III Arm with the following hardware attached: 2 Bracket Assemblies, 4 CGB Connectors and 1 clamp with bolts and washers	
20	20I-80		24 II-80			
24	24I-80		28 II-80			
28	28I-80		32 II-80		32 III-80	
32			36 II-80		36 III-80	
36						

**Anchor Bolt Assemblies (1 per pole)**

Anchor Bolt Diameter	Anchor Bolt Length	Quantity
1 3/4"	3'-10"	2
2"	4'-3"	

Templates may be removed for shipment.

**Luminaire Arms**

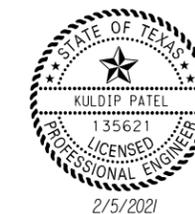
Nominal Arm Length	Quantity
8' Arm	1

Each Anchor Bolt Assembly consists of the following: Top and Bottom templates, 4 anchor bolts, 8 nuts, 8 flat washers, and 4 nut anchor devices (Type 2) per Standard Drawing "TS-FD".

① See Sheet "DMA-80"

GREAT OAKS DR AT SAM BASS RD  
SHEET 1 OF 2

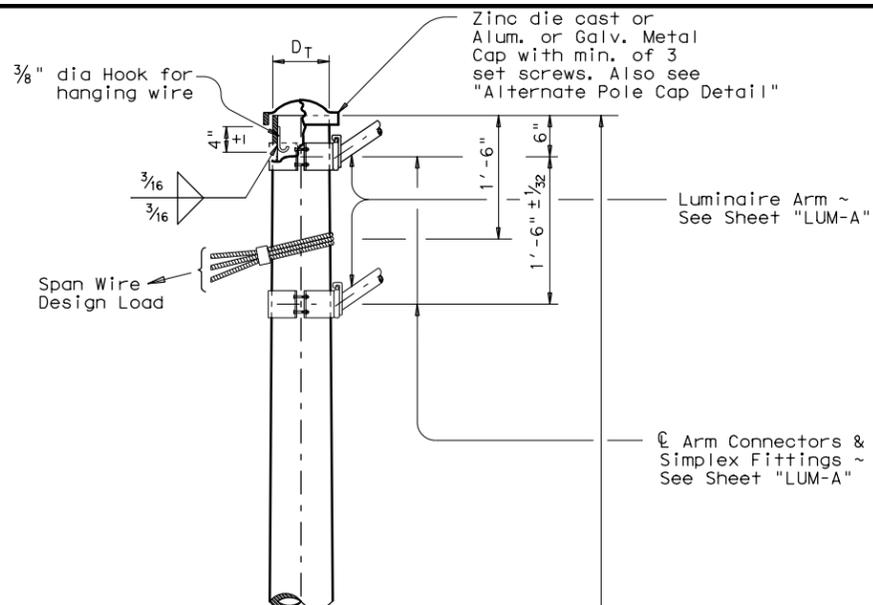
Texas Department of Transportation  
Traffic Operations Division  
**TRAFFIC SIGNAL SUPPORT STRUCTURES STRAIN POLE ASSEMBLIES**  
(80 MPH WIND ZONE)  
**SP-80(1)-12**



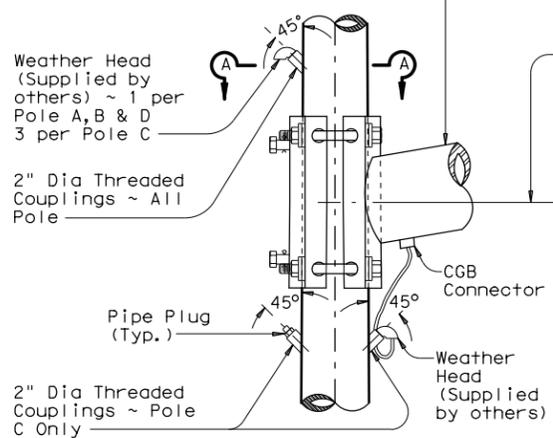
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REVISIONS	CONT	SECT	JOB	HIGHWAY
6-96 1-12	DIST	COUNTY	35B	

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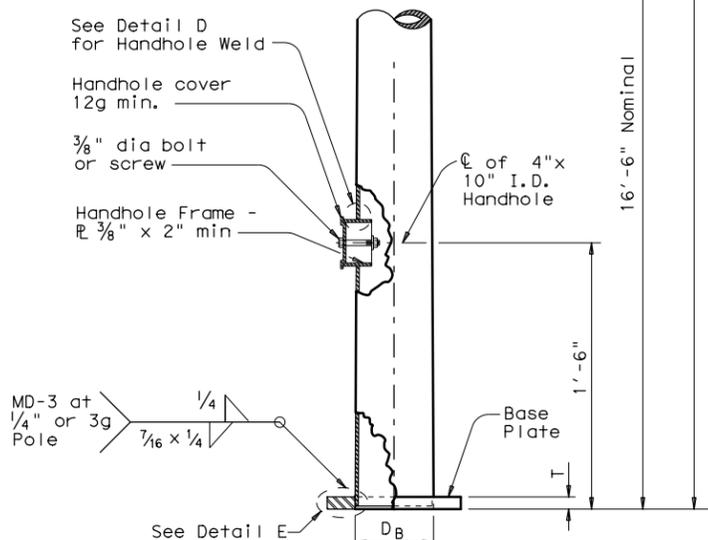
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**DETAIL A**

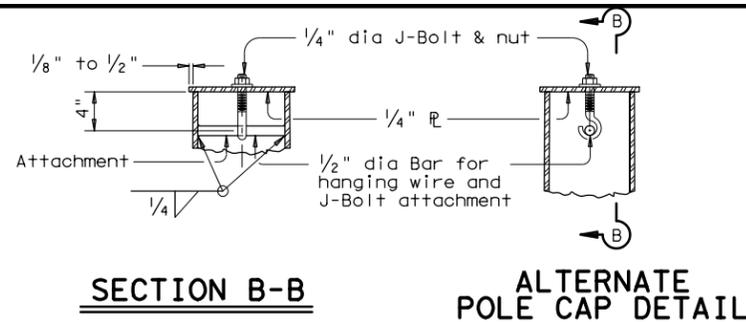


**DETAIL B**

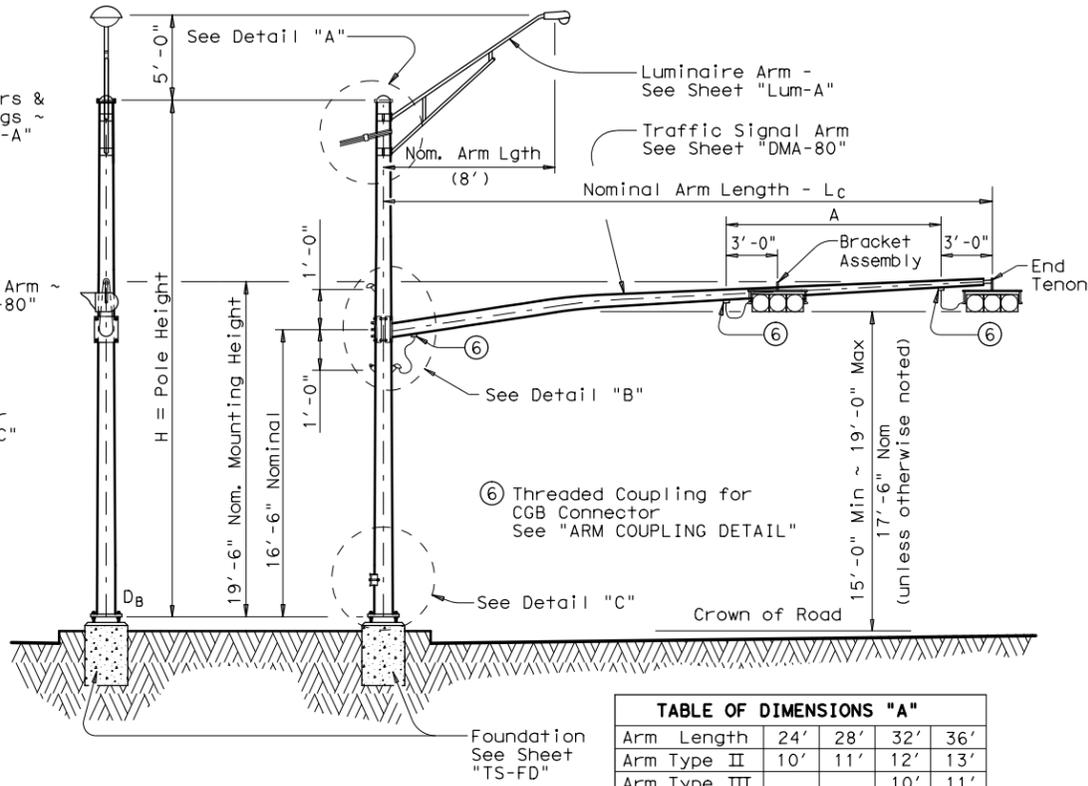


**DETAIL C**

**POLE ELEVATION**



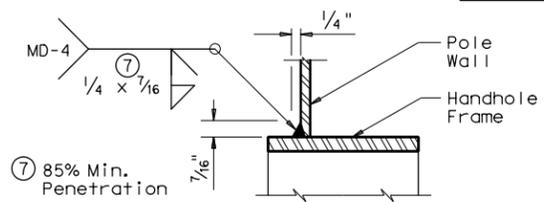
**SECTION B-B**  
**ALTERNATE POLE CAP DETAIL**



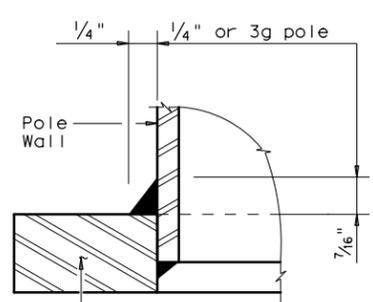
**STRUCTURE ASSEMBLY**

**TABLE OF DIMENSIONS "A"**

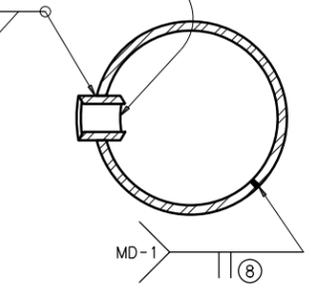
Arm Length	24'	28'	32'	36'
Arm Type II	10'	11'	12'	13'
Arm Type III			10'	11'



**DETAIL D**

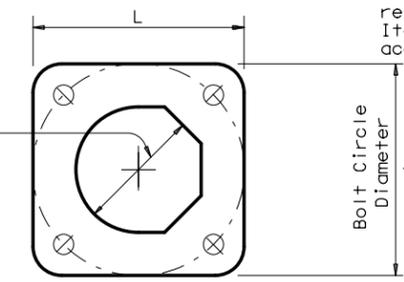


**DETAIL E**

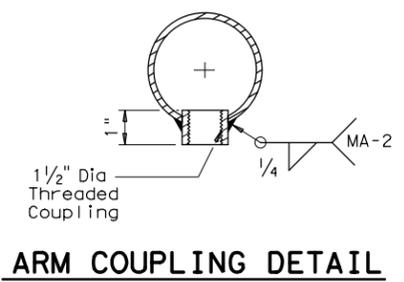


**SECTION A-A**  
(Pole Coupling and Seam Weld Details)

8 60% Min. penetration, except 100% penetration within 6" of circumferential base welds.



**BASE PLATE PLAN**



**ARM COUPLING DETAIL**

**MATERIALS**

Round Shafts or Polygonal Shafts 9	ASTM A595 Gr.A, A588, A1008 HSLAS Gr.50 Class 2, A1011 HSLAS Gr.50 Class 2, A572 Gr.50 or A1011 SS Gr.50 10
Plates 9	ASTM A36, A588, or A572 Gr.50
Connection Bolts	ASTM A325 except where noted
Pin Bolts	ASTM A325
Pipe 9	ASTM A53 Gr.B, A501, A1008 HSLAS-F Gr.50, A1011 HSLAS-F Gr.50
Steel Cable	ASTM A475, 7 Wire Utilities Grade
Misc. Hardware	Galvanized steel or stainless steel or as noted

9 ASTM A572, A1008 HSLAS, A1011 HSLAS, A1008 HSLAS-F, A1011 HSLAS-F, or A1011 SS may have higher yield strengths but shall not have less elongation than the grade indicated.

10 ASTM A1011 SS Gr.50 shall also have a minimum elongation of 18 percent in 8 inches or 23 percent in 2 inches. Material thickness in excess of those stipulated under A1011 SS will be acceptable providing the material meets all other A1011 SS requirements and the requirements of this item.

**GENERAL NOTES**

Design conforms to 1994 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals and Interim Specifications thereto. Design Wind Speed equals 80 mph plus a 1.3 gust factor. The maximum permissible span wire design loads tabulated are calculated at a stress load of 1.4 times the basic allowable stress. A simultaneous wind on the pole, mast arm, and luminaire is also included.

See standard sheet "DMA-80" for details of clamp-on traffic signal arms, sheet "MA-C" for traffic signal arm connection details, sheet "LUM-A" for luminaire arm and connection details, and sheet "TS-FD" for anchor bolt and foundation details.

Fabrication shall be in accordance with Item 686, "Traffic Signal Pole Assemblies (Steel)" and with the details, dimensions, and weld procedures shown herein. Weld references call for preapproved weld procedures which the Fabricator must obtain prior to fabrication. Materials, fabrication tolerances, and shipping practices shall meet the requirements of this sheet and Item 686, "Traffic Signal Pole Assemblies (Steel)".

Unless otherwise noted, all parts shall be galvanized in accordance with Item 445, "Galvanizing", after fabrication.

Deviation from the details and dimensions shown herein require submission of shop drawings in accordance with Item 441, "Steel Structures". Alternate designs are not acceptable.

Foundation Type	Anchor Bolt Diameter	Bolt Hole Diameter	Bolt Circle Diameter	Base R. Dim. L x T
36-A	1 3/4"	2"	19"	19" x 1 3/4"
36-B	2"	2 1/4"	21"	21" x 2"

Texas Department of Transportation  
Traffic Operations Division  
**TRAFFIC SIGNAL SUPPORT STRUCTURES STRAIN POLE ASSEMBLIES (80 MPH WIND ZONE) SP-80(2)-12**

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6-96	REVISIONS	CONT	SECT	JOB
1-12		DIST	COUNTY	35C





**AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.**

P.O. Box 130  
Round Rock, Texas 78680

Ph. (512) 255-9951  
Fax (512) 255-0146

**CHANGE ORDER PROPOSAL**

December 21, 2020

PROJECT: CORRIDOR H-SAM BASS ROAD INTERIM SIGNAL PROJECT  
PRECINCT NUMBER 1

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
1	DRILL SHAFT 36 INCH X 13 FOOT	EA	2	\$3,700.00	\$7,400.00
2	STRAIN POLE - USED- 30 FOOT	EA	2	\$1,700.00	\$3,400.00

**Total Bid Amount**

**\$10,800.00**

**Pole plus foundation: \$5400 EACH**

**Edward Schroeder 512-255-9951 ext 114**

# AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

12/21/2020 0:00

## CHANGE ORDER- USED STRAIN POLES

PROJECT: CORRIDOR H-SAM BASS ROAD INTERIM SIGNAL PROJECT

### Labor, Material & Equipment Breakout

QTY	UNIT	Materials	Unit price	Amount
2.00	SHAFTS	CONCRETE & REBAR	\$975.00	\$1,950.00
2.00	SETS	ANCHOR BOLTS	\$614.00	\$1,228.00
2.00	EA	STRAIN POLE- 30 FT USED	\$250.00	\$500.00
<b>MATERIAL COST</b>				<b>\$3,678.00</b>

QTY	UNIT	Labor classification	AVERAGE DIRECT RATE	Amount
70.16	HR	UTILITY LABOR	\$20.00	\$1,403.26
<b>DIRECT LABOR COST</b>				<b>\$1,403.26</b>

QTY	UNIT	EQUIPMENT	Rate	Amount
4.00	HR	BUCKET TRUCK	\$42.53	\$170.12
6.00	HR	DRILL TRUCK	\$188.75	\$1,132.50
4.00	HR	BOOM TRUCK	\$67.23	\$268.92
2.00	HR	1 TON TRUCK	\$13.85	\$27.70
<b>EQUIPMENT COST</b>				<b>\$1,599.24</b>

QTY	UNIT	SUBCONTRACTOR	RATE	Amount
5.00	HR	VACUUM EXCAVATION	\$350.00	\$1,750.00
<b>SUB CONTRACTOR COST</b>				<b>\$1,750.00</b>

<b>Total Material</b>	<b>\$3,678.00</b>
<b>Total Labor</b>	<b>\$1,403.26</b>
<b>Total Equipment</b>	<b>\$1,599.24</b>
<b>Total Sub Contractor</b>	<b>\$1,750.00</b>
<b>25% Profit on Material</b>	<b>\$919.50</b>
<b>25 % Profit on Labor</b>	<b>\$350.82</b>
<b>55% Labor Burden</b>	<b>\$771.79</b>
<b>15 % Profit on Equipment</b>	<b>\$239.89</b>
<b>5 % Profit on SubContractor</b>	<b>\$87.50</b>

<b>TOTAL</b>	<b>\$10,800.00</b>
--------------	--------------------



**Re: ANCHOR BOLT PRICE**

1 message

**Brian Madden** <brian@maddenbolt.com>  
To: Ed Schroeder <eschroeder@atscc.com>

485.00 ea set  
129.00 ft

*614 x 2 = 1228.00*

Stock.

**Brian Madden**  
**President**

Madden Bolt Corp.  
Madden Galvanizing LLC  
Ph: 713-939-9999  
Email: [Brian@maddenbolt.com](mailto:Brian@maddenbolt.com)  
[www.maddenbolt.com](http://www.maddenbolt.com)

Thu, Dec 3, 2020 at 2:15 PM

On Dec 3, 2020, at 1:59 PM, Ed Schroeder <eschroeder@atscc.com> wrote:

36-A

**Edward Schroeder**

Office 512-255-9951



On Thu, Dec 3, 2020 at 1:58 PM Brian Madden <brian@maddenbolt.com> wrote:  
Are these the city of Austin bolts or 36-A?

If they are the city bolts can please remind me of the bolt circle? Haven't made those in a long time.



AUSTIN TRAFFIC SIGNAL CONSTRUCTION CO INC  
 4615 PRIEM LN  
 Pflugerville, TX, 78660

**Badger Contact Info:** 60 Ironhorse Dr.  
 Hutto, TX 78634

**Ticket Number:** TKT-120120-232208

**Ticket Date:** 12-01-2020

**Job Number:** SR0000157756

**Paper Ticket #:**

**Job Name:** Decker lane and city top blvd

**PO/WO #:**

**Site Location:** decker lane and city top blvd Austin, TX,  
 78724

**AFE/JOB #:** Verbal PO 2011469

**Phone:** 512 8486034

**Requesters Name:**

**Cost Centre/GL:**

**Job Name:**

**Major/Minor:**

**User/Approver ID:**

**Rig/Well Pad #:**

**Other Order #:**

**This is not an invoice**

Total subject to change based on taxes, fees and other charges.

Item	Item Description	Unit #	Quantity	Rate	UOM	Amount
Badger Hydrovac With Operator		785	8	\$235.00	HR	\$1880.00
Additional Operator		785	8	\$50.00	HR	\$400.00
Supply Water		785	1	\$55.00	EA	\$55.00
Support Truck		785	1	\$150.00	DAY	\$150.00
Disposition		785	1	\$175.00	EA	\$175.00
Fluctuating Fuel Recovery		785				\$139.65

**Notes:**

**Ticket Total:** \$2799.65

**Approved By:**

350.00 / HR

**Approver Name:**

**Approver Phone #:**



www.equipmentwatch.com

**Rental Rate Blue Book®**

July 2, 2014

*Drill Truck Lower*

**On-Highway Flatbed Trucks**

Miscellaneous Models

Size Class:

Gross Vehicle Weight 33,001 - 45,000 GVW

**Configuration for On-Highway Flatbed Trucks**

Power Mode	Diesel	Axle Configuration	6X4
Maximum Gross Vehicle Weight	45,000 lbs	Horsepower	380.0

**Blue Book Rates**

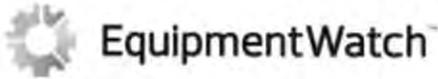
\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$2,975.00	\$835.00	\$210.00	\$32.00	\$41.95	\$58.85
<b>Adjustments</b>						
Region (Texas: 91.4%)	(\$255.85)	(\$71.81)	(\$18.06)	(\$2.75)		
Model Year (2004: 86.4%)	(\$369.80)	(\$103.79)	(\$26.10)	(\$3.98)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
<b>Total:</b>	<b>\$2,349.35</b>	<b>\$659.40</b>	<b>\$165.84</b>	<b>\$25.27</b>	<b>\$41.95</b>	<b>\$55.30</b>

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	51%	\$1,517.25 / mo
Overhaul (ownership)	30%	\$892.50 / mo
CFC (ownership)	6%	\$178.50 / mo
Indirect (ownership)	13%	\$386.75 / mo
Fuel (operating) @ \$3.98	71%	\$29.64 / hr

Revised Date: 2nd Half 2014



www.equipmentwatch.com

All prices shown in US\$

**Rental Rate Blue Book®**

August 25, 2016

**Reedrill TEXOMA TAURUS**

Truck Mounted Vertical Earth Drills

Size Class:

**Kelly Bar Size 7" (O.D.) & Over**

Weight:

**78,000 lbs.**

*Drill Rig Upper*

**Configuration for TEXOMA TAURUS**

Power Mode	<b>Diesel</b>	Average Drill Depth	<b>180 in</b>
Horsepower	<b>196.0</b>		

Equipment Notes: Rates do not include augers. NOTE: The average rates listed for vertical earth drills are representative of typical rigs. Actual costs will vary widely according to specific setups and equipment usage.

Manufacturer Notes: Rates for all REEDRILL models include an 8' wide 8X4 carrier rated at 80,000 lbs GVW with a 230 horsepower Detroit diesel engine and 10-speed transmission.

**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 Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$14,080.00	\$3,940.00	\$985.00	\$150.00	\$53.45	\$133.45
<b>Adjustments</b>						
Region (100%)	-	-	-	-		
Model Year (100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
<b>Total:</b>	<b>\$14,080.00</b>	<b>\$3,940.00</b>	<b>\$985.00</b>	<b>\$150.00</b>	<b>\$53.45</b>	<b>\$133.45</b>

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	55%	\$7,744.00 / mo
Overhaul (ownership)	24%	\$3,379.20 / mo
CFC (ownership)	10%	\$1,408.00 / mo
Indirect (ownership)	11%	\$1,548.80 / mo
Fuel (operating) @ \$2.78	38%	\$20.22 / hr

Revised Date: 1st Half 2016

www.equipmentwatch.com

All prices shown in US dollars (\$)

May 20, 2020

## Rental Rate Blue Book®

### Miscellaneous 4X2 25KGWV DSL

On-Highway Truck Tractors

Size Class:

19,501 - 26,000 GVW

Weight:

8793 lbs



### Configuration for 4X2 25KGWV DSL

Axle Configuration	<b>4X2</b>	Horsepower	<b>200.0</b>
Maximum Gross Vehicle Weight	<b>25000.0 lbs</b>	Power Mode	<b>Diesel</b>

### 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 \$1,815.00	USD \$510.00	USD \$130.00	USD \$20.00	USD \$22.14	USD \$32.45
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$1,815.00</b>	<b>USD \$510.00</b>	<b>USD \$130.00</b>	<b>USD \$20.00</b>	<b>USD \$22.14</b>	<b>USD \$32.45</b>

### Non-Active Use Rates

Standby Rate	Hourly	USD \$6.29
Idling Rate	Hourly	USD \$25.30

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	43%	USD \$780.45/mo
Overhaul (ownership)	38%	USD \$689.70/mo
CFC (ownership)	7%	USD \$127.05/mo
Indirect (ownership)	11%	USD \$199.65/mo
Fuel (operating) @ USD 3.07	68%	USD \$14.99/hr

Revised Date: 1st half 2020

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 EDWARD SCHROEDER (ed@atscc.com)

# BUCKET TRUCK UPPER UNIT

## Rental Rate Blue Book®

May 20, 2020

### Miscellaneous BB1A40

Articulating Boom Aerial Lifts For Truck Mounting

Size Class:

**31 - 40 ft**

Weight:

**3340 lbs**


### Configuration for BB1A40

Boom Configuration	<b>Overcenter</b>	Material Handling	<b>No</b>
Maximum Platform Height	<b>31.0 - 40.0 ft</b>	Platform Capacity (1 Man)	<b>312.0 lbs</b>

### 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 Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$1,250.00	USD \$350.00	USD \$88.00	USD \$13.00	USD \$2.98	USD \$10.08
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$1,250.00</b>	<b>USD \$350.00</b>	<b>USD \$88.00</b>	<b>USD \$13.00</b>	<b>USD \$2.98</b>	<b>USD \$10.08</b>

### Non-Active Use Rates

	Hourly
Standby Rate	USD \$5.54
Idling Rate	USD \$7.10

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	63%	USD \$787.50/mo
Overhaul (ownership)	22%	USD \$275.00/mo
CFC (ownership)	7%	USD \$87.50/mo
Indirect (ownership)	8%	USD \$100.00/mo

Fuel cost data is not available for these rates.

Revised Date: 1st half 2020

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# CREW TRUCK 1 TON

**Rental Rate Blue Book®**

March 17, 2017

**Miscellaneous 4X2 1 195 CREW DSL**

On-Highway Light Duty Trucks

 Size Class:  
**100 - 199 HP**  
 Weight:  
**4,800 lbs.**

**Configuration for 4X2 1 195 CREW DSL**

Power Mode	<b>Diesel</b>	Horsepower	<b>195</b>
Axle Configuration	<b>4X2</b>	Ton Rating	<b>1</b>
Cab Type	<b>Crew</b>		

**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	\$950.00	\$265.00	\$66.00	\$10.00	\$8.45	\$13.85
<b>Adjustments</b>						
Region (100%)	-	-	-	-		
Model Year (2017: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
<b>Total:</b>	<b>\$950.00</b>	<b>\$265.00</b>	<b>\$66.00</b>	<b>\$10.00</b>	<b>\$8.45</b>	<b>\$13.85</b>

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	57%	\$541.50/mo
Overhaul (ownership)	28%	\$266.00/mo
CFC (ownership)	5%	\$47.50/mo
Indirect (ownership)	10%	\$95.00/mo
Fuel (operating) @ 2.36	65%	\$5.52/hr

Revised Date: 2nd Half 2016

The equipment represented in this report has been exclusively prepared for EDWARD SCHROEDER (ed@atscc.com)

www.equipmentwatch.com

All prices shown in US dollars (\$)

## Rental Rate Blue Book®

May 20, 2020

### Ford LTS-8000 (6X4) (disc. 1998)

On-Highway Truck Tractors

Size Class:  
33,001 - 45,000 GVW  
Weight:  
12500 lbs



### Configuration for LTS-8000 (6X4) (disc. 1998)

Horsepower **210.0** 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 Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$2,205.00	USD \$620.00	USD \$155.00	USD \$23.00	USD \$26.77	USD \$39.30
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (1998: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$2,205.00</b>	<b>USD \$620.00</b>	<b>USD \$155.00</b>	<b>USD \$23.00</b>	<b>USD \$26.77</b>	<b>USD \$39.30</b>

### Non-Active Use Rates

	Hourly
Standby Rate	USD \$7.64
Idling Rate	USD \$28.27

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	43%	USD \$948.15/mo
Overhaul (ownership)	38%	USD \$837.90/mo
CFC (ownership)	7%	USD \$154.35/mo
Indirect (ownership)	11%	USD \$242.55/mo
Fuel (operating) @ USD 3.07	59%	USD \$15.74/hr

Revised Date: 1st half 2020

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 EDWARD SCHROEDER (ed@atscc.com)

# BOOM TRUCK UPPER UNIT

www.equipmentwatch.com

All prices shown in US dollars (\$)

May 20, 2020

## Rental Rate Blue Book®

### National Crane 325-32

Articulated Cranes For Truck Mounting

Size Class:

24,001 - 30,000 lbs

Weight:

16550 lbs



### Configuration for 325-32

Lift Capacity **30000.0 lbs** Maximum Boom Length **384.0 in**  
 Power Mode **PTO**

### 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 Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$3,345.00	USD \$935.00	USD \$235.00	USD \$35.00	USD \$8.92	USD \$27.93
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$3,345.00</b>	<b>USD \$935.00</b>	<b>USD \$235.00</b>	<b>USD \$35.00</b>	<b>USD \$8.92</b>	<b>USD \$27.93</b>

### Non-Active Use Rates

	Hourly
Standby Rate	USD \$11.97
Idling Rate	USD \$19.01

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	46%	USD \$1,538.70/mo
Overhaul (ownership)	36%	USD \$1,204.20/mo
CFC (ownership)	8%	USD \$267.60/mo
Indirect (ownership)	9%	USD \$301.05/mo

Fuel cost data is not available for these rates.

Revised Date: 1st half 2020

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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# AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

P.O. Box 130  
Round Rock, Texas 78680

Ph. (512) 255-9951  
Fax (512) 255-0146

## CHANGE ORDER PROPOSAL

March 9, 2021

PROJECT: T1740 CORRIDOR H  
HIGHWAY: SAM BASS RD  
COUNTY: WILLIAMSON

Item No.	Item-code	Desc.	Code	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
531	6010	CURB RAMP (TY 7)			EA	1	\$3,400.00	\$3,400.00
682	6018	PED SIG SEC (LED) (COUNTDOWN)			EA	2	\$640.00	\$1,280.00
687	6001	PED ASSEMBLY (INCL. FOUNDATION)			EA	1	\$2,450.00	\$2,450.00
688	6001	PED DETECT PUSH BUTTON (APS)			EA	2	\$725.00	\$1,450.00
686	6003	PED DETECTOR CONTROLLER UNIT			EA	1	\$3,700.00	\$3,700.00
684	6079	TRF SIG CBL (TY C) (12 AWG) (2 CONDR)			LF	370	\$2.50	\$925.00
SPCL	0001	SURFACE APPLIED DETECTABLE WARNING TILES			LS	1	\$581.00	\$581.00
690		TREE TRIMMING w TRAFFIC CONTROL			LS	1	\$3,750.86	\$3,750.86

**Total Bid Amount**

**\$17,536.86**

**Contact Edward Schroeder 512-255-9951 ext 114**

# AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

3/9/2021 0:00

PROJECT: T1740 CORRIDOR H  
 HIGHWAY: SAM BASS RD  
 COUNTY: WILLIAMSON

## Labor, Material & Equipment Breakout

QTY	UNIT	Materials	Unit price	Amount
1.00	LS	MATERIAL	\$5,880.00	\$5,880.00
<b>MATERIAL COST</b>				<b>\$5,880.00</b>

QTY	UNIT	Labor classification	AVERAGE DIRECT RATE	Amount
133.98	HR	UTILITY LABOR	\$24.68	\$3,306.73
<b>DIRECT LABOR COST</b>				<b>\$3,306.73</b>

QTY	UNIT	EQUIPMENT	Rate	Amount
8.00	HR	KUBOTA	\$23.19	\$185.52
8.00	HR	3/4 TON P.U.	\$14.57	\$116.56
<b>EQUIPMENT COST</b>				<b>\$302.08</b>

QTY	UNIT	SUBCONTRACTOR	RATE	Amount
8.00	LS	SUBCONTRACTOR	\$560.00	\$560.00
1.00	LS	SUBCONTRACTOR	\$2,976.88	\$2,976.88
<b>SUB CONTRACTOR COST</b>				<b>\$3,536.88</b>

<b>Total Material</b>	\$5,880.00
<b>Total Labor</b>	\$3,306.73
<b>Total Equipment</b>	\$302.08
<b>Total Sub Contractor</b>	\$3,536.88
<b>25% Profit on Material</b>	\$1,470.00
<b>25 % Profit on Labor</b>	\$826.68
<b>55% Labor Burden</b>	\$1,818.70
<b>15 % Profit on Equipment</b>	\$45.31
<b>5 % Profit on SubContractor</b>	\$176.84
<b>SUB TOTAL</b>	<b>\$17,363.23</b>
<b>BOND @ 1%</b>	<b>\$173.63</b>
<b>TOTAL</b>	<b>\$17,536.86</b>

<b>SUB TOTAL DIRECT COST</b>	<b>\$13,025.69</b>
<b>PROFIT AND BURDEN</b>	<b>\$4,511.17</b>
<b>TOTAL</b>	<b>\$17,536.86</b>



Show

Brents Tree Service, Inc.  
P.O. Box 5357  
Round Rock, TX 78683  
(512) 310-8789  
Fax (512) 388-9953

3025578

Customer Address:

Austin Traffic Signal Construction  
SAMBASS/WALK RANCH

John Bartleson 512 844-7628

Email: JBartleson@ATSCC.com

Estimate/Invoice:

Date: 3-9-21

Prepared By: Will 801-1535

Start Date:

Completion Date:

Referred by: Neighbors

PAT KNOX

West bound

Large oak

OPEN for view / rights

cut back @ "Ditch" - up

Austin Traffic  
To provide:  
RRPD - direct  
Traffic

2- OAKS

EAST bound

cut back limbs blocking  
lights @ Top lights / + hanging signal lights  
LINE CLEARANCE + INCLUDED

The Bitterness of Poor Quality Lingers Long After  
the Sweet Taste of a Low Price is Forgotten.

We don't claim to be the cheapest, but we do go above and beyond your  
expectations with our service and quality. We want to "wow" you. Call  
Ruben Cuevas at our Customer Care Department @ 512-310-8789.  
All feedback is welcome and thank you.

Tree Trimming Fees:	\$ 2750.-
Hauling & Dump Fees:	\$ included
Tax:	\$ 226.88
Total Estimate:	\$ 2976.88

PAYMENT DUE UPON COMPLETION

**THANK YOU! YOUR BUSINESS IS APPRECIATED**



VISIT US AT:  
www.brentstreeservice.com  
facebook.com/brentstreeservice

**Rental Rate Blue Book®**
**Kubota L45**

Tractor-Loader-Backhoes

Size Class:

**Under 12'**

Weight:

**7,173 lbs.**

**Configuration for L45**

Loader Bucket Capacity--Heaped	N/A	Power Mode	<b>Diesel</b>
Net Horsepower	<b>42.5 hp</b>	Drive	<b>4WD</b>

**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 Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$2,110.00	\$590.00	\$150.00	\$23.00	\$11.20	\$23.19
<b>Adjustments</b>						
Region (100%)	-	-	-	-		
Model Year (2017: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
<b>Total:</b>	<b>\$2,110.00</b>	<b>\$590.00</b>	<b>\$150.00</b>	<b>\$23.00</b>	<b>\$11.20</b>	<b>\$23.19</b>

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	33%	\$696.30/mo
Overhaul (ownership)	49%	\$1,033.90/mo
CFC (ownership)	7%	\$147.70/mo
Indirect (ownership)	11%	\$232.10/mo
Fuel (operating) @ 2.36	35%	\$3.90/hr

Revised Date: 2nd Half 2016

The equipment represented in this report has been exclusively prepared for EDWARD SCHROEDER (ed@atscc.com)

## Rental Rate Blue Book®

March 17, 2017

### Miscellaneous 4X2 3/4 165 CREW GAS

On-Highway Light Duty Trucks

Size Class:  
**100 - 199 HP**  
 Weight:  
**4,700 lbs.**



### Configuration for 4X2 3/4 165 CREW GAS

Power Mode	<b>Gasoline</b>	Horsepower	<b>165</b>
Axle Configuration	<b>4X2</b>	Ton Rating	<b>3/4</b>
Cab Type	<b>Crew</b>		

### 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	\$10.15	\$14.58
<b>Adjustments</b>						
Region (100%)	-	-	-	-		
Model Year (2017: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
<b>Total:</b>	<b>\$780.00</b>	<b>\$220.00</b>	<b>\$55.00</b>	<b>\$8.00</b>	<b>\$10.15</b>	<b>\$14.58</b>

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	57%	\$444.60/mo
Overhaul (ownership)	28%	\$218.40/mo
CFC (ownership)	5%	\$39.00/mo
Indirect (ownership)	10%	\$78.00/mo
Fuel (operating) @ 2.34	72%	\$7.34/hr

Revised Date: 2nd Half 2016

The equipment represented in this report has been exclusively prepared for EDWARD SCHROEDER (ed@atscc.com)

**Commissioners Court - Regular Session**

**43.**

**Meeting Date:** 04/06/2021

Liberty Hill (SH29) Bypass THC Transfer

**Submitted By:** Marie Walters, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the Liberty Hill Bypass project, a Road Bond Project in Commissioner Pct. 2.

**Background**

The Texas Historical Commission requires that, as part of the Environmental Due Diligence Investigations, any records are to be kept by the CAR. A copy of the final report will be provided to the CAR per 13 TAC 26.1 for their records.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

**Attachments**

LibertyHill(SH29)Bypass-THC-Transfer

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 04/01/2021

**Reviewed By**

Andrea Schiele

**Date**

04/01/2021 08:50 AM

Started On: 03/31/2021 04:14 PM

**CENTER FOR ARCHAEOLOGICAL RESEARCH  
GOVERNMENTAL AGENCY CURATION AGREEMENT**

This letter documents the transfer of archaeological collections and records from

Williamson County

*name of governmental agency and/or subdivision*

to the Center for Archaeological Research (CAR), The University of Texas at San Antonio (UTSA), for the following:

Project: Liberty Hill Bypass Project

Project No.: SWCA 61195

County(ies): Williamson County

Site No(s):  
None

Permitting Agency THC

Permit  
#

ACT 9694

**Description of Materials**

Field and photographic records for the Liberty Hill Bypass Project.

The transfer of the above-described documents and materials to CAR is made for the purpose of allowing CAR to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAR may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAR is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAR agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

\_\_\_\_\_  
Signature - Authorized Agent of Sub. Gov. Agency

  
\_\_\_\_\_  
Signature - Authorized Agent of Sub. Arch.

\_\_\_\_\_  
Authorized Agent of Sponsor (type or print)

Chris Shelton

\_\_\_\_\_  
Authorized Agent of Sub. Arch. (type or print)

\_\_\_\_\_  
Title/Position

Principal Investigator

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Date

03/10/2021

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Address:

4407 Monterey Oaks Blvd

\_\_\_\_\_  
Austin, TX 78749

**Commissioners Court - Regular Session**

**44.**

**Meeting Date:** 04/06/2021

61892 Southwest Bypass Extension Antiquities Permit Application

**Submitted By:** Marie Walters, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigations on the Southwest Bypass Extension Project, a Road Bond Project in Commissioner Pct 3.

**Background**

The permit requests the approval of shovel testing for National Register of Historic Places eligibility testing. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placing on the court agenda, to protect restricted information. Redacted information will be included in the application to the THC.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

SWBypassExt-AntiquitiesPermit-App

SWBypassExt-THC-AntiquitiesPermit-App

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 04/01/2021

**Reviewed By**

Andrea Schiele

**Date**

04/01/2021 08:51 AM

Started On: 03/31/2021 05:29 PM

## **TEXAS ANTIQUITIES PERMIT APPLICATION PROPOSED SOUTHWEST BYPASS EXTENSION PROJECT, WILLIAMSON COUNTY, TEXAS**

*Project Landowners – Williamson County*

*Project Sponsor – LJA Engineering, Inc. (LJA)*

*Project Consultant – SWCA Environmental Consultants (SWCA)*

*Principal Investigator – Chris Shelton, M.A., RPA*

Date – March 24, 2021

On behalf of Williamson County, and under contract through LJA Engineering, Inc. (LJA), SWCA Environmental Consultants (SWCA) will conduct a cultural resources survey of an approximately 76.9-acre (31.1-hectare [ha]) proposed right-of-way (ROW) for the Southwest Bypass Extension Project (project). The proposed project would create a bypass for State Highway 29 (SH 29) east of Georgetown, Texas. The project area is located approximately 2.5 kilometers [km] (1.6 miles) west of the intersection of SH 29 and Interstate 35, near the City of Georgetown, Williamson County, Texas (Figures 1 and 2). The project area is located on both the *Georgetown, Texas* and the *Round Rock, Texas* U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle maps (USGS 2019a, 2019b).

The project is proposed to occur on largely undeveloped land either currently owned by Williamson County, or expected to be purchased by Williamson County. Williamson County is a political subdivision of the state of Texas, and as such the project will require review under the Antiquities Code of Texas (ACT). There is also the possibility that the project could impact jurisdictional waters of the United States, which would also trigger compliance with Section 106 of the National Historic Preservation Act (NHPA) through its connection to the Clean Water Act (CWA), as regulated by the U.S. Army Corps of Engineers (USACE). To comply with requirements of the ACT, and in anticipation of the requirements of the NHPA, SWCA is proposing an intensive cultural resources survey with shovel testing of the project area. This scope of work presents information on the project area; potential effects; known resources; and methods of the proposed survey, reporting, and curation.

### **PROJECT DESCRIPTION AND SETTING**

The proposed project is aligned with SH 29 for a length of approximately 1 km (0.6 mile), trends approximately 1.5 km (0.9 mile) south of SH 29 across undeveloped land to connect with previous construction associated with the Southwest Bypass, and east along Wolf Ranch Parkway for approximately 0.3 km (0.2 mile) (see Figures 1 and 2). The total project footprint encompasses approximately 76.9 acres (31.1 ha) and is proposed to include an interim two-lane roadway to serve as a future frontage road in the ultimate condition. The proposed Southwest Bypass Extension includes two, 3.7-meter [m]-wide (12-foot-wide) lanes, 3-m-wide (10-foot-wide) shoulders, and turn lanes at intersections with SH 29 and Wolf Ranch Parkway. Depths of impact are expected to range between 61 centimeters [cm] (2 feet) and 2.4 m (8 feet). Aerial imagery shows the project area is currently largely undeveloped with some previous disturbances due to the existing roadways (see Figure 2).

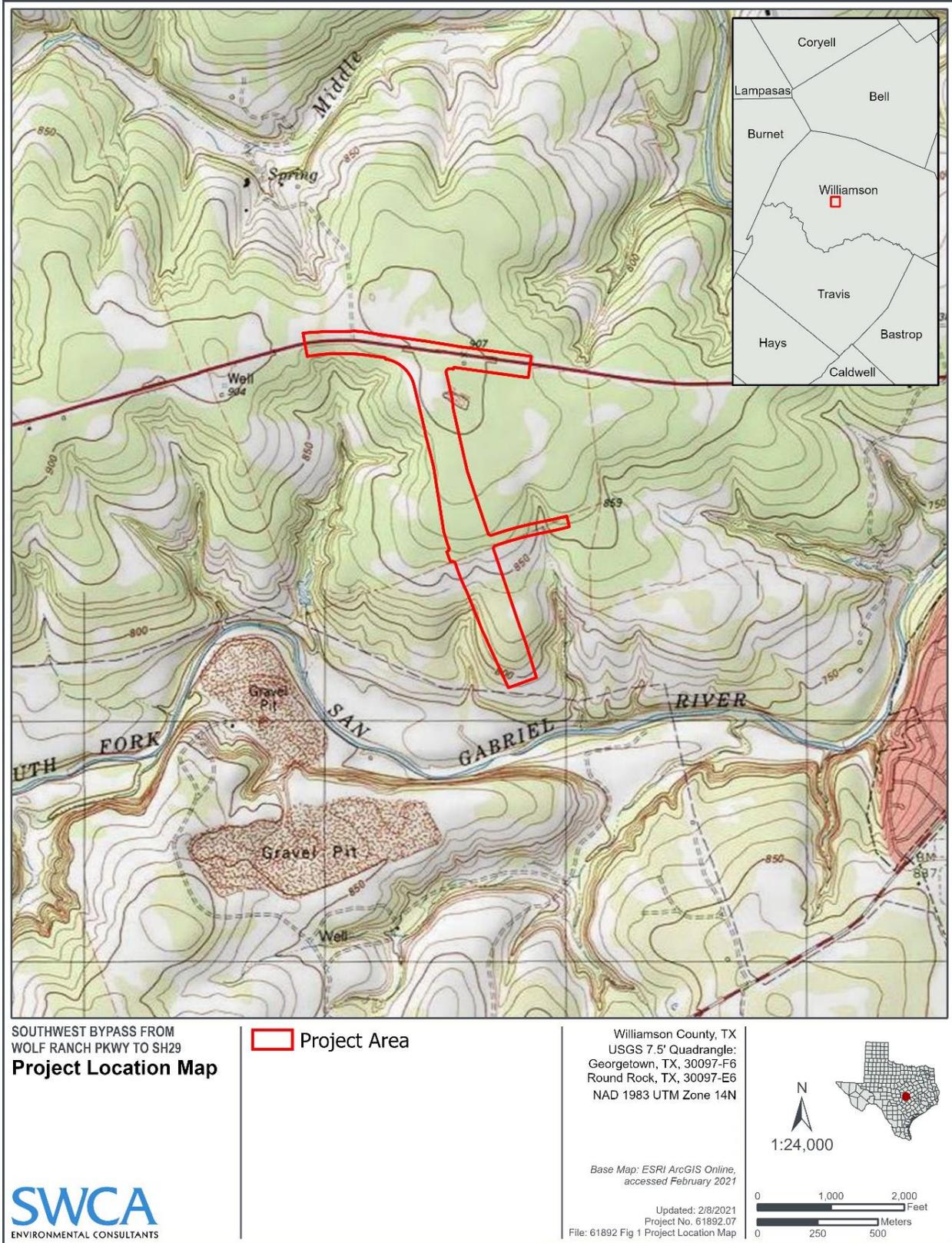


Figure 1. Project location map. (Background Imagery: USGS 2021a).

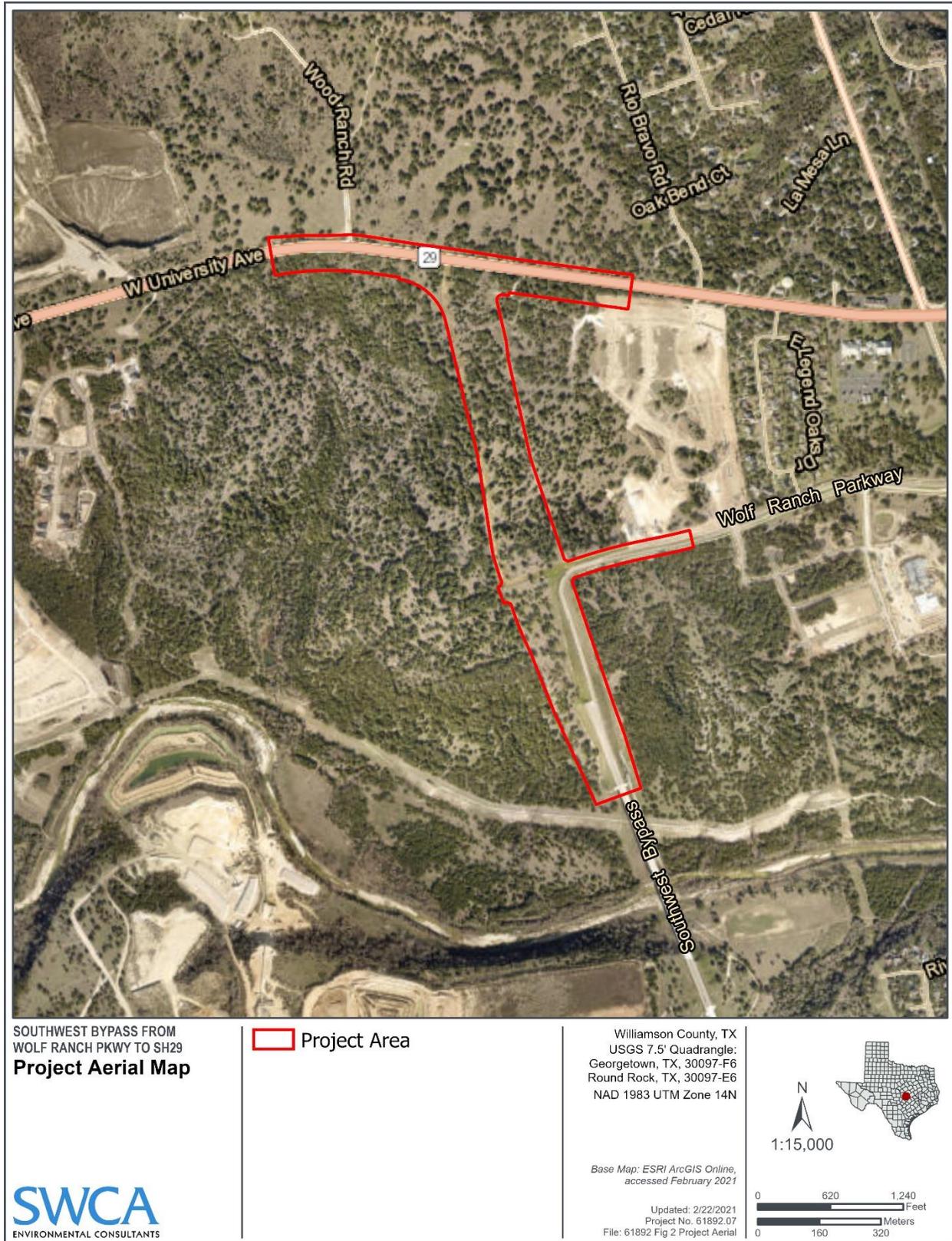


Figure 2. Project aerial location map (Background Imagery: ESRI 2021).

The surface geology within the project area consists entirely of the early Cretaceous-age Edwards and Comanche Peak, undivided geologic unit, which consists of massive to thinly bedded limestone deposits interbedded dolostone and chert (USGS 2021b). The three soil types identified as underlying the proposed project area are the Eckrant stony clay series, the Eckrant-rock outcrop association, and the Eckrant cobbly clay series (NRCS 2021) (Figure 3). Each of these three soil types are variations of the Eckrant soil series and have the same characteristics, except for the amount and size of stone inclusions. Eckrant soil series is characterized as well-drained, shallow to very shallow clay overlying indurated limestone, and is formed from limestone residuum on summits, shoulders, and backslopes on ridges of dissected plateaus (NRCS 2021).

## **PREVIOUS ARCHAEOLOGICAL INVESTIGATIONS AND KNOWN RESOURCES**

On February 6, 2021, SWCA completed a desktop review of the project. The review included the approximately 76.9-acre (31.1-ha) project area and an additional 1-km (0.6-mile) radius around the project (study area) (Figure 4). SWCA used the Texas Archeological Sites Atlas online database (Texas Historical Commission [THC] 2021) to identify previously conducted surveys, known archaeological sites, State Antiquities Landmarks (SALs), National Register of Historic Places (NRHP) listed properties, NRHP districts, and state landmarks within both the project area and the study area. The review also consulted historical topographic maps available through the USGS Historical Topographic Map Explorer (USGS 2021c), the Texas Historic Overlay (Foster et al. 2006), and modern aerial imagery to identify land use practices that may indicate the potential for or presence of cultural resources within the project area.

The file search and literature review identified two previously recorded surveys and one previously recorded archaeological site (i.e., 41WM1148) within the project area, as well as two archaeological sites adjacent (within 100 m [328 feet]) to the project area (i.e., 41WM460 and 41WM1359) (Tables 1 and 2; see Figure 4) (THC 2021). In addition, the review identified 10 previously recorded cultural resources surveys and 14 previously recorded archaeological sites within the 1-km (0.6-mile) study area. No NRHP properties, SALs, cemeteries, or local neighborhood surveys were identified within the project area or the study area. Additionally, the historic map review identified a total of six potentially historic standing structures within the 1-km (0.6-mile) study area; of those potentially historic structures, only one is depicted within the project area (see Figure 4) (Foster et al., 2006; USGS 2021c).

### **Previous Archaeological Investigations**

A large portion of the project area has been previously surveyed. The previous survey was conducted in 2004 by the American Archaeology Group, LLC., in preparation of a SH 29 bypass in much the same position as the currently proposed project. The previous survey covers approximately 35.9 acres (15.5 ha) of the 76.9-acre (31.1-ha) project area (47 percent). The approximately 89-acre (36-ha) previous survey resulted in the extension of the site boundaries of a previously known site, as well as the identification of two previously unknown sites. One of the newly identified sites, 41WM1148, intersects a large portion of the northern end of the current project area.

In addition, a very small area at the southern end of the proposed project area was surveyed in 2016 by SWCA in preparation for the Midland to Sealey Pipeline project. The survey resulted in the identification of the previously unknown archaeological site 41WM1359. The site was not recorded as intersecting with the currently proposed project, but is within 100 m (328 feet) of the project boundary.

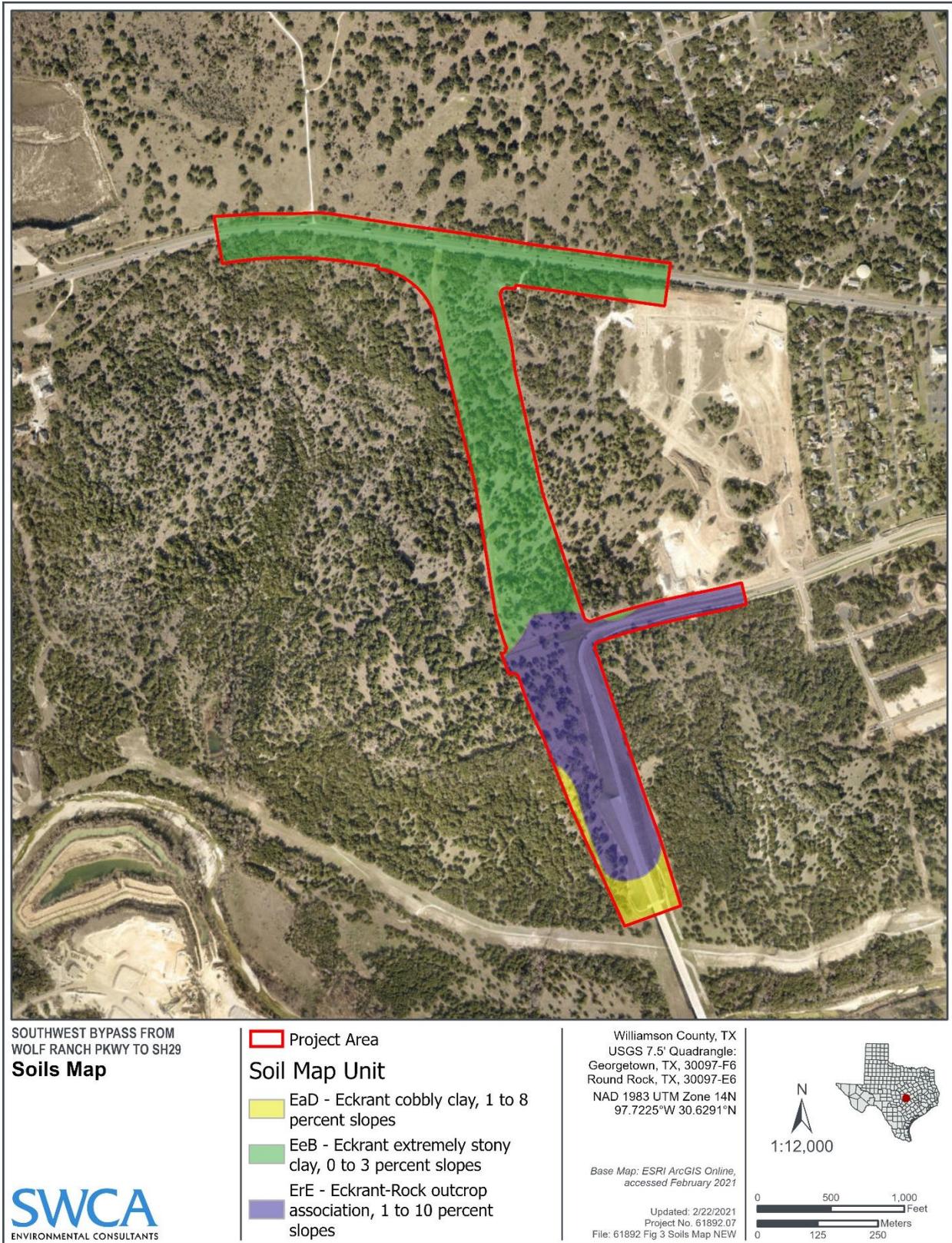


Figure 3. Soils Map (Background Imagery: ESRI 2021).

MAP HAS BEEN REDACTED

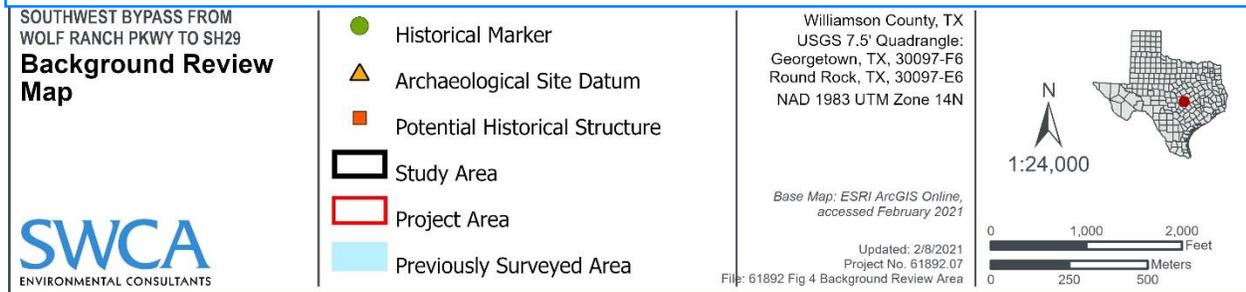


Figure 4. Background review results map (Background Imagery: ESRI 2021; Shapefile Imagery: THC 2021).

**Table 1. Previously Conducted Cultural Resource Surveys within 1 Kilometer of the Project Area**

Survey	Year	Survey Type	Atlas No.	Location
<b>Highway 29 Bypass</b>	<b>2004</b>	<b>Area</b>	<b>8500015216</b>	<b>Intersecting</b>
<b>Midland to Sealy Pipeline</b>	<b>2015</b>	<b>Area</b>	<b>8500080259</b>	<b>Intersecting</b>
Unknown	Unknown	Linear	8400004217	Within 1 km (0.6 mile)
Unknown	2005	Linear	8500012318	Within 1 km (0.6 mile)
Highway 29 Waterline	2005	Linear	8500011654	Within 1 km (0.6 mile)
Unknown	2004	Linear	8500012059	Within 1 km (0.6 mile)
Unknown	2004	Linear	8500012188	Within 1 km (0.6 mile)
Unknown	2001	Linear	8400010000	Within 1 km (0.6 mile)
Unknown	2001	Linear	8400010865	Within 1 km (0.6 mile)
Wolf Ranch Elementary School	2017	Area	8500080332	Within 1 km (0.6 mile)
Unknown	1964	Area	8500004873	Within 1 km (0.6 mile)
Georgetown ISD Middle School	2019	Area	8500081549	Within 1 km (0.6 mile)

**Table 2. Previously recorded cultural resources within 1 Kilometer of the Project Area**

Site/Resource	Resource Type	NRHP Designation	Location
<b>41WM1148</b>	<b>Prehistoric Quarry and Lithic Scatter</b>	<b>Not Eligible</b>	<b>Intersecting</b>
<b>41WM460</b>	<b>Prehistoric Quarry</b>	<b>Recommended Not Eligible</b>	<b>Within 100 m (328 feet)</b>
<b>41WM1359</b>	<b>Prehistoric Lithic Scatter</b>	<b>Not Eligible</b>	<b>Within 100 m (328 feet)</b>
41WM1369	Prehistoric Lithic Scatter	Recommended Not Eligible	Within 1 km (0.6 mile)
41WM1370	Prehistoric Lithic Scatter	Recommended Not Eligible	Within 1 km (0.6 mile)
41WM558	Prehistoric Lithic Scatter	Recommended Not Eligible	Within 1 km (0.6 mile)
41WM1368	Prehistoric Lithic Scatter	Recommended Not Eligible	Within 1 km (0.6 mile)
41WM1149	Prehistoric Lithic Scatter and Quarry	Not Eligible	Within 1 km (0.6 mile)
41WM594	Prehistoric Artifact Scatter (Early Archaic)	N/A	Within 1 km (0.6 mile)
41WM542	Prehistoric Lithic Scatter (Archaic)	Recommended Eligible	Within 1 km (0.6 mile)
41WM582	Prehistoric Artifact Scatter (Late Archaic)	N/A	Within 1 km (0.6 mile)
41WM1365	Prehistoric Lithic Scatter	Recommended Not Eligible	Within 1 km (0.6 mile)
41WM1367	Prehistoric Lithic Scatter	Recommended Not Eligible	Within 1 km (0.6 mile)
41WM1366	Prehistoric Lithic Scatter	Recommended Not Eligible	Within 1 km (0.6 mile)
41WM45	Prehistoric Open Campsite	N/A	Within 1 km (0.6 mile)
41WM96	Prehistoric Open Campsite	N/A	Within 1 km (0.6 mile)
41WM584	Prehistoric Lithic Scatter	Recommended Not Eligible	Within 1 km (0.6 mile)

## **Previously Recorded Archaeological Sites**

Previously recorded site 41WM1148 was first recorded in 2006 by American Archaeological Group, LLC., and is characterized as a prehistoric surface lithic scatter and chert quarry (THC 2021). The site is relatively large and covers much of the northern portion of the project area (see Figure 4). Site 41WM1148 is described as a diffuse and light scattering of lithic debitage and tested cobbles associated with the chert nodules eroding from the shallow limestone bedrock. No features or temporally diagnostic artifacts were observed. The original investigators recommended 41WM1148 as not eligible for the NRHP. In 2008, the THC reviewed the site and concurred with the not eligible recommendation (THC 2021).

Previously recorded site 41WM460 was first recorded in 1981 by Daymond Crawford during the survey of SH 29. The site is characterized as a prehistoric surface lithic scatter and chert quarry (THC 2021). The site is relatively small and is located within 100 m (328 feet) of the northeastern end of the project area (see Figure 4). Given the proximity to and the similar description as site 41WM1148, the sites are likely related. The original investigators recommended the site as not eligible for the NRHP; however, the THC has not reviewed this site for their determination (THC 2021).

Previously recorded site 41WM1359 was first recorded in 2016 by SWCA during the survey of the Midland to Sealy Pipeline Project. The site is characterized as a prehistoric surface lithic scatter on a finger-ridge overlooking the San Gabriel River (THC 2021). The site is relatively small and is located within 100 m (328 feet) of the southern end of the project area (see Figure 4). No features or diagnostic artifacts were observed, and the soil was quite shallow. The original investigators recommended the site as not eligible for the NRHP. In 2017, the THC reviewed the site and concurred with the not eligible recommendation (THC 2021).

## **METHODS**

SWCA will implement field survey methods that comply with technical standards and requirements established by the THC, Council of Texas Archeologists (CTA), and the USACE. Two SWCA professional archaeologists will conduct a pedestrian survey of the project area using systematic transects spaced no more than 30 m (98.4 feet) apart. This procedure will examine visible ground surfaces for cultural materials and aboveground features. Visual examination will be supplemented through shovel tests hand-excavated within the property. Shovel testing will be conducted in areas that hold potential for intact, subsurface archaeological resources. Shovel tests will not be conducted and/or will be limited in areas within pre-existing roadway and utility ROWs, disturbed by modern homestead development, or in upland settings lacking soils or displaying bedrock exposures. Shovel tests will be excavated according to THC standards. Areal projects require at least 50 shovel tests for the first 25 acres, and an additional shovel test for every 5 acres over the initial 25 acres. As such, the currently proposed 76.9-acre (31.1-ha) project would require at least 61 shovel tests to meet the minimum standard. SWCA will excavate shovel tests in 20-cm (8-inch) arbitrary levels to 80 cm (31.5 inches) in depth, impervious surfaces, groundwater, or to culturally sterile deposits, whichever comes first. The matrix will be screened through ¼-inch mesh. Archaeologists will plot each shovel test using a global positioning system (GPS) receiver and will record each test on appropriate project field forms. Areas with cultural resources will require additional shovel testing at closer spacing to delineate the boundaries of buried cultural materials.

The potential for deeply buried cultural deposits is currently deemed very low based on the previously discussed soils, geology information, and previous surveys. The soils mapped within the project area consist of shallow indurated limestone with a low potential to contain deeply buried cultural deposits. The field assessment will further define the potential of a site and methods will be adjusted accordingly.

Previously identified resources, as well as any newly identified archaeological sites, will be explored as much as possible with consideration to the boundaries of the project. All discovered sites will be assessed regarding their potential significance, so that recommendations can be made for proper management (i.e., avoidance, non-avoidance, or further work), and will be assessed for SAL and NRHP eligibility. Shovel tests will be excavated per THC/CTA standards to define horizontal and vertical site boundaries.

SWCA will complete appropriate State of Texas Archaeological Site Data Forms for each site discovered during the investigations. SWCA will produce a detailed plan map of each site and plot locations on USGS 7.5-minute topographic quadrangles and relevant project maps. Unless otherwise required by the THC or USACE, SWCA will conduct a non-collection survey, where artifacts will be tabulated, analyzed, photographed, and documented in the field. Field notes will be kept at the SWCA Austin location. If the survey data allows, SWCA archaeologists will make a significance determination using the criteria listed in 36 CFR 60.4. If determined to be potentially significant and eligible for listing on the NRHP or as an SAL, additional work may be required to study or mitigate the resource prior to any construction.

## **REPORTING AND CURATION**

Once the cultural resources survey has been completed, SWCA will prepare a report for review by Williamson County, LJA, THC, and potentially USACE. The report of the investigations will conform to the CTA and THC standards and guidelines. The report will include the results of the background review and the field survey. Specifically, the report will provide the methodology used in the investigations, the presence and condition of previously recorded sites located in the project area, photographs illustrating the environment and setting, a description of cultural resources encountered during the survey, recommendations for management of those cultural resources, and recommendations for additional investigations, if warranted. SWCA will submit a draft digital copy of the report to Williamson County and LJA for review and comment. SWCA will address all comments and concerns, and at the request of Williamson County, the revised draft will be submitted to the THC for review. SWCA will address any comments or concerns and produce a final report to complete requirements of the Antiquities Permit. SWCA is proposing a no-collection survey; however, documentation will be curated at The University of Texas San Antonio, Center for Archaeological Research.

## **UNANTICIPATED DISCOVERY OF HUMAN REMAINS**

In the event of unexpected discovery of human remains or funerary objects/contexts during the survey, SWCA will comply with all applicable state laws (Texas Health and Safety Code Section 711 and the Texas Administrative Code Title 13, Chapter 22, Sections 22.1 through 22.6.), as well as taking into account the Advisory Council on Historic Preservation's 2007 Policy Statement on the Treatment of Burial Sites. Any human skeletal remains that may be discovered will, at all times, be treated with dignity and respect. If human remains are uncovered during investigations, the following steps will be taken:

- SWCA will halt excavation of the remains and shall notify the Williamson County sheriff and the THC. The sheriff will be requested to contact the coroner/medical examiner. After examining the human remains, if the sheriff and coroner determine the remains are modern, then the sheriff or coroner will assume responsibility for the remains.
- Appropriate measures will be taken to ensure that the remains are protected and not disturbed prior to the conclusion of investigation by law enforcement and consultation with appropriate groups to determine next steps (if needed).
- Excavations (e.g., shovel testing) within 100 m (328 feet) of the find will be halted until the THC authorizes continued work in those areas.

- Surveys will continue elsewhere in the project area.
- If the county sheriff and coroner determine that the remains are not modern or a crime scene, thereby relinquishing their jurisdiction over the remains, SWCA will coordinate with the project and THC to determine the appropriate course of action and file *Notice of the Existence of a Cemetery*.

## REFERENCES

### ESRI

- 2021 *World Imagery by ESRI*. Online database available at [https://services.arcgisonline.com/ArcGIS/rest/services/World\\_Imagery/MapServer](https://services.arcgisonline.com/ArcGIS/rest/services/World_Imagery/MapServer). Accessed February 2021.

### Foster, T. R., T. Summerville, and T. Brown

- 2006 *The Texas Historic Overlay: A Geographic Information System of Historic Map Images for Planning Transportation Projects in Texas*. Prepared for the Texas Department of Transportation by PBS&J, Austin.

### Natural Resources Soil Service (NRCS)

- 2021 *Web Soil Survey*. Online database available at <https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>. Accessed February 2021.

### Texas Historical Commission (THC)

- 2021 *Texas Archeological Sites Atlas restricted database*, Texas Historical Commission. Available at: <http://atlas.thc.texas.gov>. Accessed February 2021.

### U.S. Geological Survey (USGS)

- 2019a *Georgetown, Texas* [map]. 1:24,000, 7.5-Minute Series topographic quadrangle. U.S. Department of the Interior, U.S. Geologic Survey, Washington D.C.
- 2019b *Round Rock, Texas* [map]. 1:24,000, 7.5-Minute Series topographic quadrangle. U.S. Department of the Interior, U.S. Geologic Survey, Washington D.C.
- 2021a *ArcGIS USGS Topographic Map (Large)*. Available at: <http://services.nationalmap.gov/arcgis/rest/services/USGSTopoLarge/MapServer>. Accessed February 2021.
- 2021b *Texas Geology Web Map Viewer*. Available at: <https://txpub.usgs.gov/txgeology/>. Accessed February 2021.
- 2021c *The National Geologic Map Database (TopoView)*. Historical topographic map collection. Available at: <http://ngmdb.usgs.gov/maps/TopoView/>. Accessed February 2021.

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM  
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Intensive Cultural Resources Survey of the Southwest Bypass Extension Project, Williamson County, TX

County (ies) Williamson County

USGS Quadrangle Name and Number Georgetown (3097-313) and Round Rock (3097-312), TX USGS 7.5-minute quadrangle map

UTM Coordinates Zone 14 E 622389 N 3389747

Location Project is located along SH 29, approximately 2 miles west of the intersection between SH 29 and I-35.

Federal Involvement  Yes  No

Name of Federal Agency Potential USACE involvement (TBD)

Agency Representative \_\_\_\_\_

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County

Representative Bill Gravell Jr. (County Judge)

Address 710 South Main Street, Suite 101

City/State/Zip Georgetown, TX 78626

Telephone (include area code) 512-943-1150 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor \_\_\_\_\_

Representative \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone (include area code) \_\_\_\_\_ Email Address \_\_\_\_\_

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Chris Shelton

Affiliation SWCA Environmental Consultants

Address 4407 Monterey Oaks Blvd. Bldg 1, Ste 110

City/State/Zip Austin, TX 78748

Telephone (include area code) 512-476-0891 Email Address cshelton@swca.com

(OVER)  
**ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)**

**II. PROJECT DESCRIPTION**

Proposed Starting Date of Fieldwork 3/1/2021  
Requested Permit Duration 5 Years 0 Months (1 year minimum)  
Scope of Work (Provided an Outline of Proposed Work) See attached

**III. CURATION & REPORT**

Temporary Curatorial or Laboratory Facility SWCA (Austin) lab  
Permanent Curatorial Facility CAR at UTSA

**IV. LAND OWNER'S CERTIFICATION**

I, Bill Gravell Jr., as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**V. SPONSOR'S CERTIFICATION**

I, \_\_\_\_\_, as legal representative of the Sponsor, \_\_\_\_\_, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**VI. INVESTIGATOR'S CERTIFICATION**

I, Chris Shelton, as Principal Investigator employed by SWCA Environmental Consultants (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature  Date 03/24/2021

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

**FOR OFFICIAL USE ONLY**

Reviewer \_\_\_\_\_ Date Permit Issues \_\_\_\_\_  
Permit Number \_\_\_\_\_ Permit Expiration Date \_\_\_\_\_  
Type of Permit \_\_\_\_\_ Date Received for Data Entry \_\_\_\_\_

**Commissioners Court - Regular Session**

**45.**

**Meeting Date:** 04/06/2021

SH 29 @ DB Wood- Resolution for Condemnation

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.294 acres) required for the construction of SH 29 @ DB Wood, and take appropriate action. (C.L. Thomas Holdings, LLC, a Texas limited liability company, as surviving successor by merger with Speedy Stop Food Stores, LLC, successor by merger with Speedy Stop Food Stores, Ltd./ Parcel 2)

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Resolution

**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/01/2021 08:35 AM
Form Started By: Charlie Crossfield		Started On: 04/01/2021 08:17 AM
Final Approval Date: 04/01/2021		

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.294 acre (Parcel 2) described by metes and bounds in Exhibit "A" owned by **C.L. THOMAS HOLDINGS, LLC, a Texas limited liability company, as surviving successor by merger with Speedy Stop Food Stores, LLC, successor by merger with Speedy Stop Food Stores, Ltd.,** for the purpose of constructing, reconstructing, maintaining, and operating SH29 @ DB Wood roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Bill Gravell, Jr.  
Williamson County Judge

## EXHIBIT A

**COUNTY:** Williamson  
**PARCEL No.:** 2  
**HIGHWAY:** State Highway No. 29  
**LIMITS:** From: River Chase Boulevard  
To: Legend Oaks Drive  
**CSJ:** 0337-01-043

### PROPERTY DESCRIPTION FOR PARCEL 2

**DESCRIPTION OF A 0.294 ACRE (12,806 Sq. Ft.) TRACT OR PARCEL OF LAND OUT OF AND PART OF THE ISAAC DONAGAN SURVEY, ABSTRACT NUMBER 178, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK 2, WOOD RANCH SECTION FIVE, A SUBDIVISION RECORDED IN CABINET K, SLIDE 269 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAME BEING DOCUMENT NUMBER 9330164 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID LOT 1, ALONG WITH LOTS 2 & 3, BLOCK 2, DESCRIBED IN DEED UNTO SPEEDY STOP FOOD STORES, LTD., DOCUMENT NUMBER 2004051225 O.P.R.W.C.T., THE SAID 0.294 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a 1/2 inch iron rod found in the east right-of-way line of D.B. Wood Road (a public roadway, 120' ROW at this point), being the common corner between Lot 5 and Lot 6, Block 2, Wood Ranch Section Five;

**THENCE**, South 20°55'56" East, along said east line of said D.B. Wood Road, being the west line of Lots 5, 4, 3, and 2, Block 2, a distance of 640.24 feet to a 5/8-inch iron rod with an aluminum TxDOT ROW cap set for the common southwest corner of Lot 2 and Lot 1, Block 2, same being a point on the proposed north right-of-way line of Texas State Highway No. 29 (a public roadway, with an existing 100' ROW), for the **POINT OF BEGINNING**, 124.29 feet left of station 128+51.00 of the Texas State Highway No. 29 Improvements Project centerline;\*\* N=10204715.45 E=3121735.49

**THENCE**, leaving said east line of D.B. Wood Road, crossing said Lot 1, Block 2, along said proposed north right-of-way line of said Texas State Highway No. 29, the following two (2) courses and distances:

- 1) South 56°38'55" East, a distance of 70.76 feet to a 5/8-inch iron rod with an aluminum TxDOT ROW cap set for an angle point hereof;\*\*

- 2) North  $87^{\circ}39'01''$  East, a distance of 349.80 feet to a 5/8 inch iron rod with an aluminum TxDOT ROW cap set for the intersection of the east line of said Lot 1, Block 2, same being the west line of that tract identified as Tract II, 2.0 acres described in deed unto Ricky Lane Patterson, in Document Number 98004192 O.P.R.W.C.T., being on, or near the common line of the said Isaac Donagan Survey, and the Joseph Pulsifer Survey, Abstract Number 498, and being located 83.00 feet left of station 132+58.26 of the Texas State Highway No. 29 Improvements Project centerline;\*\* N=10204690.89 E=3122144.10

**THENCE**, South  $24^{\circ}05'55''$  East, leaving the proposed north ROW line of State Highway 29, along the common line between said Lot 1, Block 2, and said 2.0 acre tract, a distance of 35.53 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unitech Consulting Engineers") set in the existing north right-of-way line of said Texas State Highway No. 29, for the southeast corner of the tract described herein, from whence, a 1 inch iron pipe next to a fence corner found, bears South  $25^{\circ}02'36''$  East, a distance of 1.51 feet;

**THENCE**, South  $87^{\circ}39'01''$  West, along the existing north right-of-way line of said Texas State Highway No. 29, same being the south line of the said Lot 1, Block 2, a distance of 347.06 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unitech Consulting Engineers") set for intersection with the said east ROW line of D.B. Wood Road, and being the southwest corner of said Lot 1, Block 2;

**THENCE**, leaving the said existing north ROW line of Texas State Highway No. 29, along the said east line of D.B. WOOD Road, being the west line of said Lot 1, Block 2, the following two (2) courses and distances:

- 1) North  $56^{\circ}38'55''$  West, a distance of 78.58 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unitech Consulting Engineers") set for an angle point in said west line of Lot 1, Block 2;
- 2) North  $20^{\circ}55'55''$  West, a distance of 30.00 feet to the **POINT OF BEGINNING**, containing 0.294 acre (12,806 square feet) of land area, more or less.

\*\* The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II ROW Marker upon the completion of the highway construction project under the supervision of a RPLS, either employed or retained by TxDOT.

This description is accompanied by a separate exhibit.

All Bearings are based on The City of George Town Control Network established in 1996, Texas Coordinate System of 1983 (1993 Adj.) HARN, Texas Central Zone. Combined Surface Adjustment factor 1.00009768. All coordinates are surface adjusted.

STATE OF TEXAS           §  
  KNOW ALL BY THESE PRESENTS   §  
COUNTY OF TRAVIS       §

THAT I, LYNN R. SAVORY, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS 2<sup>nd</sup> DAY OF May, 2018

  
\_\_\_\_\_  
LYNN R. SAVORY, R.P.L.S.  
STATE OF TEXAS NO. 4598

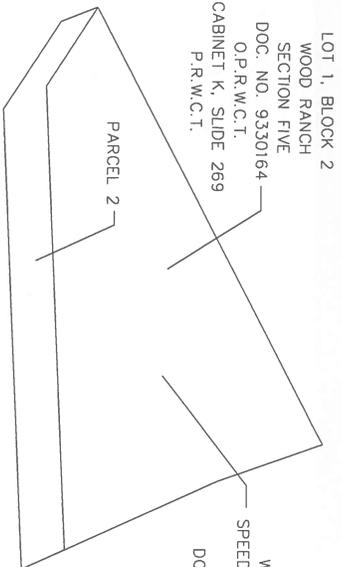
Unintech Consulting Engineers  
505 E. Huntland Drive, Suite 335  
Austin, Texas 78752



2 May, 2018



P.O.C.  
LOT CORNER BETWEEN  
LOT 5 & LOT 6



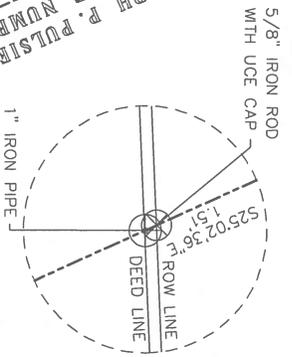
LOT 1, BLOCK 2  
WOOD RANCH  
SECTION FIVE  
DOC. NO. 9330164  
O.P.R.W.C.T.  
CABINET K, SLIDE 269  
P.R.W.C.T.

WCAD ID NO. R334194  
SPEEDY STOP FOOD STORES, LLC  
59,242 SQ. FT.  
DOC. NO. 2004051225  
O.P.R.W.C.T.

WCAD ID NO. R334194  
SPEEDY STOP FOOD STORES, LLC  
59,242 SQ. FT.  
DOC. NO. 2004051225  
O.P.R.W.C.T.

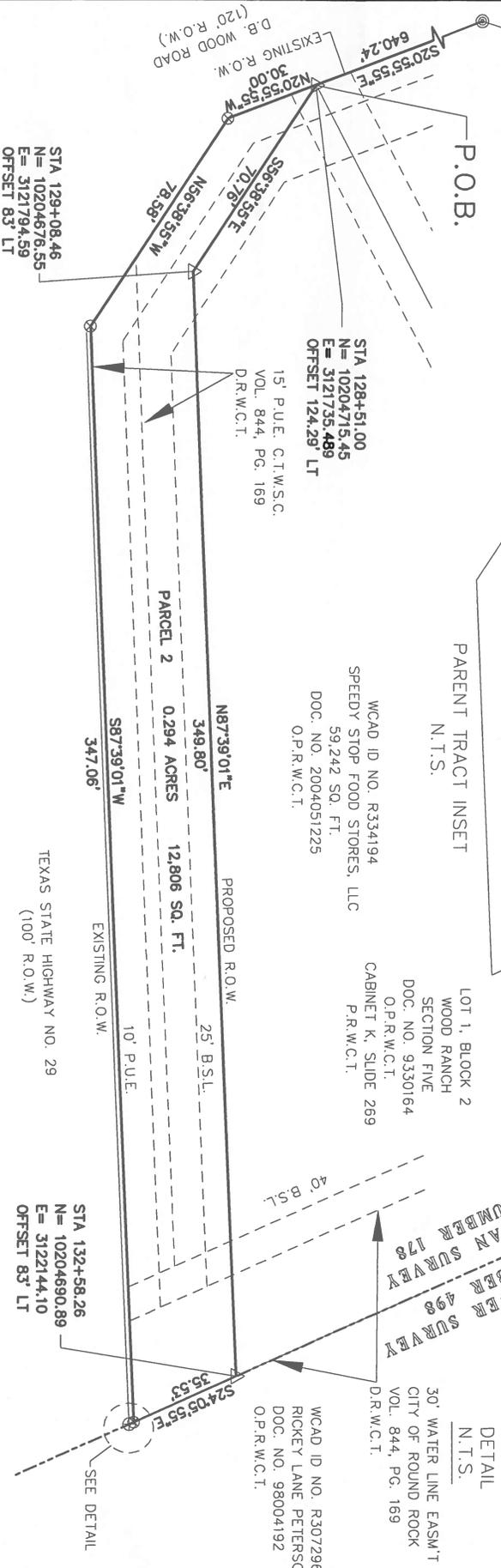
LOT 1, BLOCK 2  
WOOD RANCH  
SECTION FIVE  
DOC. NO. 9330164  
O.P.R.W.C.T.  
CABINET K, SLIDE 269  
P.R.W.C.T.

JOSEPH P. PULSFER SURVEY 498  
ABSTRACT NUMBER 178  
ISAAC DONAGAN SURVEY  
ABSTRACT NUMBER 178



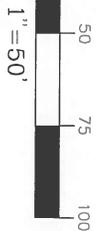
30' WATER LINE EASMT  
CITY OF ROUND ROCK  
VOL. 844, PG. 169  
D.R.W.C.T.

WCAD ID NO. R307296  
RICKET LANE PETERSON  
DOC. NO. 98004192  
O.P.R.W.C.T.



130+00

**SKETCH TO ACCOMPANY  
FIELD NOTES**  
PAGE 4 OF 4 PAGES



1" = 50'

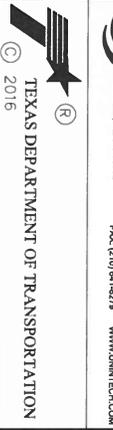
BASIS OF BEARING:  
ALL BEARINGS ARE BASED ON THE CITY OF  
GEORGETOWN CONTROL NETWORK ESTABLISHED  
IN 1996, TEXAS COORDINATE SYSTEM OF 1983  
(1993 ADJ.) HARN. CENTRAL ZONE, COMBINED.  
SURFACE ADJUSTMENT FACTOR 1.00009768. ALL  
COORDINATES ARE SURFACE ADJUSTED.

DATE: 5-1-18

UNINTECH CONSULTING ENGINEERS, INC.  
905 E. HAWTHORNE DRIVE, SUITE 335  
AUSTIN, TEXAS 78742  
PHONE: (512) 579-0722  
FAX: (512) 579-0723  
WWW.UNINTECH.COM  
TSP# N010051100

ACCT. NO.	CSJ. NO.
DIST: AUSTIN	0337-01-043
COUNTY: WILLIAMSON	
HWM: S.H. 29	

PARCEL 2  
S.H. 29  
WILLIAMSON COUNTY  
TEXAS



APPARENT:	AC.	1.36
TAGING:	AC.	0.284
REMAINDER:	AC.	1.086

PARCEL 2  
S.H. 29  
WILLIAMSON COUNTY  
TEXAS

**LEGEND**

PRCT	PLAT RECORDS	⊙	TxDOT TYPE 1 MONUMENT
PRCT	WILLIAMSON COUNTY TX.	⊕	IRON PIPE FOUND
OPRWT	OFFICIAL PUBLIC RECORDS	⊙	1/2" IRON ROD FOUND
DRWCT	DEED RECORDS	⊗	5/8" IRON ROD W/UCF CAP
DRWCT	WILLIAMSON COUNTY TX.	⊗	5/8" IRON ROD W/ALUMINUM APPRAISAL DISTRICT
WCAD	WILLIAMSON COUNTY	⊕	PROPERTY LINE
WCAD	APPRAISAL DISTRICT	⊕	PARCEL PROPERTY LINE
P.O.B.	POINT OF BEGINNING	⊕	EASEMENT LINE
P.O.C.	POINT OF COMMENCEMENT	⊕	SURVEY LINE
	CONTROL POINT	⊕	

**Commissioners Court - Regular Session**

**46.**

**Meeting Date:** 04/06/2021

SE Loop Right of Entry Agreement

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Right of Entry Agreement with Raymond E. Naivar and Diane E. Naivar related to the SE Loop project (Parcel 72).

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Right of Entry Agreement

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Andrea Schiele	04/01/2021 08:52 AM
Form Started By: Charlie Crossfield		Started On: 04/01/2021 08:20 AM
Final Approval Date: 04/01/2021		

**RIGHT OF ENTRY AGREEMENT**

**AGREEMENT**

Williamson County is currently finalizing the design and engineering related to construction of the Southeast Loop in Williamson County, Texas (the "Project"). The purpose of the Project is to enhance safety and mobility within the project area.

Raymond E. Naivar and Diane E. Naivar are the owners of the property which is the subject of this Agreement (defined as "Owner" for purposes of this Agreement, whether one or more). Owner does hereby grant Williamson County, its agents, employees, contractors, and consultants, officers and such other persons as may be necessary (collectively, the "Permittee") for the general purposes of performing survey, preliminary environmental, archeological, or geotechnical work on Owner's Property, a non-exclusive Right of Entry ("Permit") on, over, across and upon those certain tracts or parcels of land shown on Exhibit "A" (hereinafter referred to as the "Property").

No waiver of challenges to taking and use of power of eminent domain. By accepting the grant of this Permit, Williamson County and each and every Permittee agrees that it will never use Owners' grant of this Permit or other cooperation by Owner with Williamson County as evidence or the basis for an argument that the Owner agrees, consents to, or assents to Williamson County's right to use its power of eminent domain in whole or in part for the Project or any part of the Project. The grant of this Permit shall never be construed to constitute or cause a waiver of and is not and shall not be construed or argued by Williamson County to be a waiver by Owner of its ability to defend against the taking and to challenge the right, power, or authority of Williamson County to condemn rights generally or specifically for the Project. Such arguments that are not waived but are expressly reserved include, but are not limited to, the above-summarized arguments as well as arguments against the right or power to condemn land alleged to be necessary for the Project including, but not limited to, any argument that the Project is illegal, violates federal and state environmental law, including NEPA, is not for public use, is not necessary for a public use, that the project is for economic development and/or commercial gain, that Williamson County's acts or actions in furtherance of the project are

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illegal, ultra vires, outside authority granted by the Texas Legislature, whether Williamson County has the power of eminent domain for the planned project and/or any other argument Owner may make against Williamson County's power to condemn. This Right of Entry Permit shall never be construed to constitute or cause a waiver of or limitation to any claim, argument or defense in any condemnation of the Property (or any part thereof), and Permittee agrees it will never make any such argument or claim. By the provision of this Right of Entry Permit, Owner does not waive and specifically reserves Owner's right to object to the award of Special Commissioners and to receive all just compensation to which Owner is entitled in accordance with the applicable laws governing condemnation proceedings in Texas. This Right of Entry Permit shall in no way prejudice Owner's right to receive full and just compensation, including damages to the remainder, as allowed by law for any interest in and to the Property.

Permittee's right of access shall be limited to those portions of the Property located within the area which Williamson County has a good faith basis to believe it will subsequently seek to acquire for the Project and associated easements and those areas as may be required to identify the boundaries and comers of the Property.

This Right of Entry Permit is provided to Williamson County under threat of injunction.

The specific terms and conditions are as further set forth below:

- a. The purpose of this Permit shall include the right of Permittee to enter upon the Property for the purposes of conducting a surface land survey to identify the comers and boundaries of the Property as well as those areas it believes will be needed for the Project and associated easements at its sole cost, risk and expense. In conducting the survey activities, only boundary and topographical surveying is permitted on the property except that shovel dig tests for archeological and preliminary environmental testing may be taken within the potential easement areas provided that the Property is returned to its original condition. Permittee shall make every effort to take all reasonably necessary precautions against fire., including no smoking while on the Property, no devices or

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equipment that which are likely to cause a fire on the Property, and no burning of any materials. Permittee will not take any firearms or weapons of any kind onto the Property. No hunting or fishing is allowed. No video or photographs containing or depicting any animals, deer, or anything other than the land is permitted. In addition, geotechnical borings may be taken by drilling a 6" hole and excising the material. Upon completion of the boring, all holes will be refilled with the material extracted.

- b. Intentionally omitted.
- c. Upon completion of its activities Permittee will immediately take those steps necessary to clean, repair and restore the Property as closely as commercially possible to its original condition. Permittee will maintain the integrity of all Property, fencing and gates used to access the areas in which work will be performed and will close all exterior gates immediately upon entering and exiting the Proposed ROW. Interior gates will be left as they are found at all times, whether closed or open. Permittee will not move or remove any structures located on the Property for any reason unless approved by Owner in writing ahead of time. Permittee will not cut, remove or damage any fences without Owner's prior written approval. No trees will be removed or damaged. However, tree limbs may be trimmed only as reasonably necessary to establish line of sight or access for the activities authorized by the Permit.
- d. Permittee agrees to pay, within 30 days of notice, for any and all damages caused by Permittee to crops, livestock, fences, equipment, and which directly result from and are caused by Permittees' activities on the Property.

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- e. Upon request from Owner, Permittee shall provide owner with a copy of any and all completed reports resulting from the Permit activities upon the Property including, but not limited to, any boundary or topographical surveys, topographic information, or geotechnical, archeological or environmental reports. All such documents will be provided free of charge.
- f. Permittee will require any party entering upon the Property to conduct activities provided for in this Permit to procure and maintain, at its sole cost and expense, during the term of the Permit, including any extensions, and prior to commencing any work on the Property, the following insurance coverage:
- (i) Workers Compensation and Employers Liability insurance in the full statutory limits as required by law, with respect to its employees.
  - (ii) Commercial General Liability insurance for all damages arising out of bodily injuries to or death of all persons, and for all damages arising out of injury to or destruction of property, in the amount of not less than \$1,000,000 per accident or occurrence, and \$2,000,000.00 per general aggregate; and
  - (iii) Automobile liability insurance, including hired or borrowed, for all damages arising out of bodily injuries to or death of all persons, and for all damages arising out of injury to or destruction of property in the amount of not less than \$1,000,000.00 per occurrence combined single limit.

The obligations under this subparagraph (e) will in no way affect any release, remedy, or warranty provisions set forth in this Permit. The insurance policies described above shall include a provision that such policy will not be changed, canceled, terminated or not renewed without at least thirty (30) days' advance written notice to Owner, and in the case that any such policy is changed, canceled or terminated, Owner may revoke this Permit. Permittee must keep and maintain proof of the above insurance coverage covering each

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and every Permittee who will be on the Property prior to entering the Property.

- g. The right of entry herein is granted and accepted on an "AS IS" basis with respect to the Property and its condition. Permittee acknowledges that it accepts the Property on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis, without representations, warranties and covenants, express or implied, of any kind or nature. Permittee assumes all risk and liability, and it agrees that Owner shall not be liable for any special, direct, indirect, consequential, or other damages resulting or arising from or relating to Permittee's entry, occupancy, and/or use of the Property. Permittee agrees that it does not require any notice of any specific or known condition of or on the Property, and Permittee agrees to rely solely on its own research and investigations for safety matters. Permittee agrees and understands that dangerous conditions do exist on the Property which may include, but are not limited to, the following dangerous conditions or improvements that may be encountered on the Property and that may be typical in Williamson County: private roads, trails, bridges, culverts, fences, buildings, gates or other improvements, sharp metal wire, sheet iron, deep water, holes, erosion and eroded areas, cliffs, drop offs, rough, hazardous, and dangerous driving and walking conditions, people carrying firearms on and off the Property, farm equipment, poisonous and noxious weeds, plants, plants with thorns, poisonous and venomous snakes, spiders and insects, wild animals including feral hogs, deer, foxes, wolves, bears, mountain lions and bobcats, as well as domestic livestock. Some of the animals may carry communicable diseases and may be aggressive and dangerous.
- h. Owner (and Owner's heirs, agents, employees, and assigns) shall have no liability to Permittee for, and to the extent allowed by Texas law Permittee shall indemnify and hold Owner harmless from and against, all liability, claims, demands, suits and losses of any kind related to bodily injury, death, illness, disease, or property damage of any kind, type or character (including attorney fees and court costs), provided such injury, death or damage is not caused or contributed to by the negligence or intentional conduct of the Owner. Permittee agrees that all of its activities on or affecting the Property shall

R.N.  
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be conducted at Permittee's sole risk, loss, cost, liability and expense, and in compliance with applicable laws and regulation. No person under the age of 18 is permitted entry into the Property under this Agreement.

1. To the extent allowed by law, Permittee shall indemnify and hold Owner harmless from and against any and all claims of unintentional lost or damaged survey stakes, as Owner maintains and operates farming equipment and keeps animals on the Property which may unintentionally result in the loss or damage of survey stakes placed on the Property.
  
- j. Permittee shall not allow the filing of any liens of any kind, including mechanic's or materialmen's liens, against the Property for payment of its contractors who enter the Property and perform work on Permittee's behalf or at Permittee's request.
  
- k. Permittee shall conduct all operations in a careful, diligent and workmanlike manner, and in compliance with all applicable federal, state, and local laws and regulations and orders of duly constituted authorities.
  
- l. Permittee shall notify the Owner in person or by telephone (including voice mail message) or text message to the number provided in the signature block below no less than 48 hours in advance of beginning activities on the Property, including the number of days on which activities are anticipated to be conducted, and the name and contact number for any agents or contractors who will be conducting activities on the property. All activities on the Property that are authorized by this Permit must be conducted only on Monday through Friday from 8:00 AM to 6:00 PM local time. The Owner or Owner's representative shall have the right (but shall not be required, so long as Permittee completes the advance notification requirements as outlined above) at any and all times to be present at and observe and inspect any of the activities and operations conducted hereunder at its sole risk during Permittee's entry upon the Property. Permittee shall only be allowed to conduct activities and operations on the Property which do NOT require removal or relocation of any existing animals within the work area.

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JN

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- m. Permittee shall not traverse the Property via the use of any types of vehicles, other than for carrying out any geotechnical boring activities as authorized in paragraph a. above. The bore hole drilling shall be limited to the two (2) specific locations as shown in Exhibit "B" attached hereto, and shall be completed within two (2) consecutive days from the initial entry for that specific purpose after advance notice as required in Paragraph l. above.
  - n. Intentionally omitted.
  - o. Each person signing this Permit certifies that he or she has the requisite capacity and authority to execute this document either individually or in his or her official capacity on behalf of Permittee or Owner.
  - p. This Permit contains each and all of the rights granted to Permittee with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto.
  - q. This Permit shall be effective for surveying, archeological, environmental and geotechnical activities for a time period of sixty (60) days beginning upon full execution of this Permit by all parties. If additional time is necessary, Permittee will make a request for additional time in writing with an explanation of the activities that need to be completed and the length of time needed to complete them, and such request will need to be approved by Owner and will be subject to all terms and conditions set out in this Permit.

EXECUTED in duplicate originals on the date shown below. Please keep one original and return the other.

R.N.  
DN

[signature page follows]

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**OWNER**

Raymond E. Naivar 03/31/2021  
Raymond E. Naivar                      Date

Diane E. Naivar 3/31/2021  
Diane E. Naivar                      Date

512-468-5280  
Telephone  
512-517-8433

**WILLIAMSON COUNTY/PERMITTEE**

By: \_\_\_\_\_  
Bill Gravell, Jr.                      Date  
County Judge\_

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**EXHIBIT "A"**

The following properties identified by their Williamson County Appraisal District Property ID's listed below:

R019452-AW0484 NOBLES, W. SUR., ACRES 57.000

R020015 -AW0484 NOBLES, W. SUR., ACRES 1.000

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# EXHIBIT "B"

PLOT DRIVER: TXDOT\_PDF\_COLOR.pltcf g PENTABLE: FM3349.tbl  
 USER: LGOMEZGONDATE: 9/28/2020 TIME: 3:41:52 PM SCALE: 1:50  
 FILE: \



**LEGEND**

	PROPERTY LINE (WILLIAMSON CENTRAL APPRAISAL DISTRICT)
	EXISTING ROW
	PROPOSED ROW
	PROPOSED EDGE OF PAVEMENT
	PROPOSED RETAINING WALL
	PROPOSED FRONTAGE ROAD/CROSS STREET
	PROPOSED BRIDGE
	COLUMNS / BENT LOCATION
	BORING LOCATION

- NOTES:** RETAINING WALL BORINGS WILL BE 40' IN DEPTH.
- ALL BRIDGE BORINGS WILL BE 80' IN DEPTH.
  - THERE WILL BE 10 ADDITIONAL PAVEMENT BORINGS AT 15' DEPTH.
  - ALL COORDINATES SHOWN ARE GRID COORDINATES.
  - UTILITIES PROVIDED BY OTHERS. CONTACT ONE-CALL PRIOR TO COMMENCING DRILLING.



PRELIMINARY-FOR INFORMATION ONLY  
 THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.  
 Supervised By: FELIPE S. TUDTUD  
 P.E. Serial No. 104836  
 Date: 9/28/2020

NO.	DATE	REVISION	APPROVED

**WILLIAMSON COUNTY**

**HDR** HDR Engineering, Inc.  
 710 Heaters Crossing, Suite 150  
 Round Rock, Texas 78681  
 Texas Registered Engineering Firm F-754

**Texas Department of Transportation**  
 © 2020 TXDOT

**FM3349**

## BORING LOCATION LAYOUT

SCALE: 1" = 50'

SHEET 1 OF 7

DESIGN FT	FED. RD. DIST. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
GRAPHICS LG	\$FED\$		FM 3349
CHECK TEXAS	STATE DISTRICT	COUNTY	SHEET NO.
CHECK CONTROL	AUS WILLIAMSON	JOB	1
	0204	02	034

**Commissioners Court - Regular Session**

**47.**

**Meeting Date:** 04/06/2021

CR 366 Contract

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Kyle R. Humphries and Debra R. Spellings for right of way needed on the CR 366 project (Parcel 8 and 8.1).  
Funding Source: Road Bonds P296

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Contract

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/01/2021

**Reviewed By**

Andrea Schiele

**Date**

04/01/2021 08:53 AM

Started On: 04/01/2021 08:26 AM

## **REAL ESTATE CONTRACT**

CR 366 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **KYLE R. HUMPHRIES and DEBRA R. SPELLINGS** (referred to in this Contract as "Seller", whether one or more) 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 0.1288 acre (5,610 square foot) tract of land, out of and situated in the Samuel Pharass Survey, Abstract No. 496, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**); and

All of that certain 0.2659 acre (11,583 square foot) tract of land, out of and situated in the Samuel Pharass Survey, Abstract No. 496, in Williamson County; being more particularly described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 8.1**);

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 and fixtures situated on and attached to the Property described herein not otherwise 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 portion of the Property described in Exhibit "A", and any improvements thereon, shall be the sum of FIVE THOUSAND and 00/100 Dollars (\$5,000.00).

2.02. The Purchase Price for the portion of the Property described in Exhibit "B", and any improvements therein, shall be the sum of ELEVEN THOUSAND SEVEN HUNDRED FORTY-SEVEN and 00/100 Dollars (\$11,747.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

4.01. 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 knowledge:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property described in Exhibit "A" 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 May 15, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to Williamson County, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "B", both free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed to the State of Texas shall be in the form as shown in Exhibit "C" attached hereto. The Deed to Williamson County shall be in the form as shown in Exhibit "D" attached hereto.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property.

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, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract 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 the Williamson County commissioners' court, 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:**

  
\_\_\_\_\_  
Kyle R. Humphries

Address: 209 WHITETAIL LN.  
Hutto, TX 78634

Date: 3/29/2021

  
\_\_\_\_\_  
Debra R. Spellings

Address: 209 WHITETAIL LN.  
Hutto, TX 78634

Date: 3/29/2021

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_

## EXHIBIT A

County: Williamson  
Highway: County Road 366  
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 1 of 5  
March 23, 2021  
Revision 2

### PROPERTY DESCRIPTION FOR PARCEL 8

**DESCRIPTION OF** a 5,610 square foot (0.1288 of one acre) parcel of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of that tract described as 0.39 of one acre (Tract I) conveyed to Kyle R. Humphries and Debra R. Spellings by General Warranty Deed dated October 23, 2014, as recorded in Document No. 2014087187, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 5,610 square foot (0.1288 of one acre) parcel of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2-inch iron rod found in the west line of that tract described as 5.832 acres conveyed to Binstor LLC by Warranty Deed with Vendor's Lien dated August 7, 2020, as recorded in Document No. 2020093985, O.P.R.W.C.T., being in the east line of that tract described as 2.00 acres conveyed to Bobby Leon Starling by Warranty Deed with Vendor's Lien dated December 16, 2015, as recorded in Document No. 2015111015, O.P.R.W.C.T.;

**THENCE**, N 21°35'09" W, along the west line of said 5.832 acre tract and the east line of said 2.00 acre tract, a distance of 217.42 feet to a 1/2-inch iron rod with "RPLS 4249" cap found at the southwest corner of said 0.39 of one acre tract, being at the northwest corner of said 5.832 acre tract, and being in the proposed west right-of-way line of CR 366;

**THENCE**, N 69°48'49" E, along the south line of said 0.39 of one acre tract and the north line of said 5.832 acre tract, along the proposed west right-of-way line of CR 366, a distance of 386.85 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set for the **POINT OF BEGINNING**, 170.00 feet left of CR 366 Engineer's Baseline Station 43+23.22, and having Surface Coordinates of North=10,191,888.91, East=3,205,543.67;

## EXHIBIT A

County: Williamson  
Highway: County Road 366  
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 2 of 5  
March 23, 2021  
Revision 2

### PROPERTY DESCRIPTION FOR PARCEL 8

- 1) **THENCE, N 21°27'49" W**, crossing said 0.39 of one acre tract, a distance of **29.97 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 170.00 feet left of CR 366 Engineer's Baseline Station 43+53.18, being in the north line of said 0.39 of one acre tract, also being in the south line of that tract described as 2.499 acres conveyed to Edward C. Griffith, Jr. by Quitclaim Deed dated March 27, 2015, as recorded in Document No. 2015023462, O.P.R.W.C.T., and by Quitclaim Deed dated May 12, 2015, as recorded in Document No. 2015039912, O.P.R.W.C.T., being in the proposed west right-of-way line of CR 366, from which a 1/2-inch iron rod with an "ALLSTAR 5729" cap found in the south line of said 2.499 acre tract, being at the northwest corner of said 2.00 acre tract, and the northeast corner of that tract described as 13.37 acres conveyed to Anh Phan by Warranty Deed with Vendor's Lien dated April 13, 2012, as recorded in Document No. 2012028315, O.P.R.W.C.T., bears S 69°48'25" W with the proposed west right-of-way line of CR 366, passing at 366.91 feet a point at the northwest corner of said 0.39 of one acre tract, being the northeast corner of said 2.00 acre tract, from which a 1/2-inch iron rod with cap (illegible) found bears S 27°42'20" E, a distance of 0.43 feet, continuing along the north line of said 2.00 acre tract an additional 200.51 feet for a total distance of 587.42 feet;
- 2) **THENCE, N 69°48'25" E**, along the north line of said 0.39 of one acre tract and the south line of said 2.499 acre tract, a distance of **187.13 feet** to a point at the northeast corner of said 0.39 of one acre tract, being the southeast corner of said 2.499 acre tract, also being in the west margin of County Road 366 (CR 366, varying width), from which a 1/2-inch iron rod with a "BRYAN TEC SERVICES" cap found at the northeast corner of said 2.499 acre tract, being at the southeast corner of that tract described as 94.820 acres (Tract One) conveyed to Edward C. Griffith, Jr. by Special Warranty Deed dated May 12, 2015, as recorded in Document No. 2015039911, O.P.R.W.C.T., being in the west margin of CR 366, bears N 21°43'57" W, a distance of 20.68 feet;
- 3) **THENCE, S 21°39'05" E**, along the east line of said 0.39 of one acre tract, and the west margin of CR 366, a distance of **29.99 feet** to a 1/2-inch iron rod with a blue cap found at the southeast corner of said 0.39 of one acre tract, being the northeast corner of said 5.832 acre tract;

**EXHIBIT A**

County: Williamson  
Highway: County Road 366  
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 3 of 5  
March 23, 2021  
Revision 2

**PROPERTY DESCRIPTION FOR PARCEL 8**

4) **THENCE, S 69°48'49" W**, along the south line of said 0.39 of one acre tract and the north line of said 5.832 acre tract, a distance of **187.23 feet** to the **POINT OF BEGINNING** and containing 5,610 square feet (0.1288 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

A parcel plat of even date was prepared in conjunction with this property description.

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

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 23rd day of March, 2021 A.D.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591  
TBPELS Survey Firm# 10095500

*T.R. Thomas*

*3/23/2021*



Troy R. Thomas, Reg. Professional Land Surveyor No. 6130  
2020/Descriptions/CR 366 Williamson County/Parcel 8 Rev2

**LEGEND**

- FOUND TxDOT TYPE I MONUMENT
- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" UNLESS NOTED)
- △ CALCULATED POINT, NOT SET
- 1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)

- (xxx) RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE (N.T.S.)
- POINT OF BEGINNING
- P.O.C.
- R.O.W.
- N.T.S.
- B.L.
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- D.R. W. C. T.
- O.R. W. C. T.
- OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R. W. C. T.
- PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- P.R. W. C. T.
- ① PARCEL NUMBER FOR R.O.W. ACQUISITION

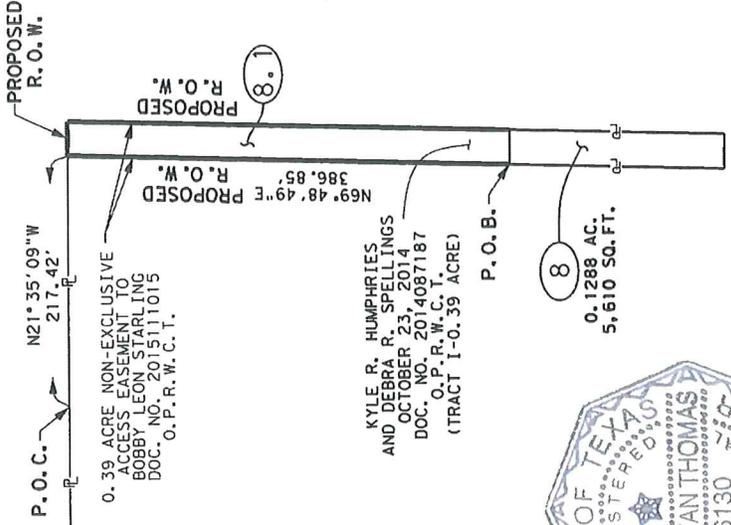
- NOTES:**
- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
  - THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
  - ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
  - PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
  - THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*Troy R. Thomas*  
 TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

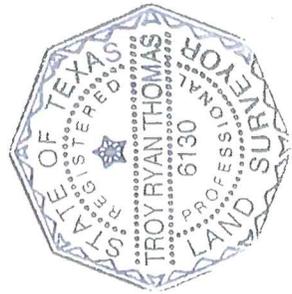
3/23/2021  
 DATE

**SAMUEL PHARASS SURVEY  
 ABSTRACT NO. 496**



EXISTING R.O.W.  
 CR 366  
 (R.O.W. WIDTH VARIES)

PROPERTY INSET  
 NOT TO SCALE



KYLE R. HUMPHRIES  
 AND DEBRA R. SPELLINGS  
 OCTOBER 23, 2014  
 DOC. NO. 2014087187  
 O.P.R.W.C.T.  
 (TRACT I-0.39 ACRE)

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2022293-GTN ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 4, 2020, ISSUED DATE MAY 12, 2020.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. 2019043444, SUBJECT TO:  
 10G. TERMS CONDITIONS AND STIPULATIONS OF AGREEMENT RECORDED IN VOL. 707, PG. 644, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- DOES NOT AFFECT.  
 H. ACCESS EASEMENT AS DESCRIBED IN VOL. 766, PG. 883, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- AFFECTS AS SHOWN.  
 I. ACCESS EASEMENT AS DESCRIBED IN VOL. 787, PG. 427, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- AFFECTS AS SHOWN BY VOL. 766, PG. 883.  
 J. NON-EXCLUSIVE ACCESS EASEMENT RESERVED IN DOCUMENT NO. 201511015, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS- AFFECTS AS SHOWN.  
 K. MAINTENANCE OBLIGATIONS AS SET FORTH IN VOL. 787, PG. 883, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- DOES NOT APPLY.

**REVISIONS**

- 12/29/2020 - UPDATE TO PARCEL ACQUISITION AREA
- 3/23/2021 - UPDATE TO PARCEL ACQUISITION AREA

CALCULATED	ACQUISITION	REMAINING LT
0.3947 AC. (17,193 SQ. FT.)	0.1288 AC. (5,610 SQ.FT.)	0

**MCGRAY & MCGRAY  
 LAND SURVEYORS, INC.**  
 TBPELS SURVEY FIRM # 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591  
 www.mcgray.com

PARCEL PLAT SHOWING  
 PROPOSED R.O.W. AT  
 PARCEL 8  
 CR 366 - CARLOS G. PARKER BLVD.  
 TO CHANDLER RD.  
 WILLIAMSON COUNTY, TEXAS

DATE: MARCH 2021 SCALE: N.T.S.



## EXHIBIT "B"

County: Williamson  
Highway: County Road 366  
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 1 of 6  
March 23, 2021

### PROPERTY DESCRIPTION FOR PARCEL 8.1

**DESCRIPTION OF** a 11,583 square foot (0.2659 of one acre) parcel of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of that tract described as 0.39 of one acre (Tract I) conveyed to Kyle R. Humphries and Debra R. Spellings by General Warranty Deed dated October 23, 2014, as recorded in Document No. 2014087187, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 11,583 square foot (0.2659 of one acre) parcel of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2-inch iron rod found in the west line of that tract described as 5.832 acres conveyed to Binstor LLC by Warranty Deed with Vendor's Lien dated August 7, 2020, as recorded in Document No. 2020093985, O.P.R.W.C.T., being in the east line of that tract described as 2.00 acres conveyed to Bobby Leon Starling by Warranty Deed with Vendor's Lien dated December 16, 2015, as recorded in Document No. 2015111015, O.P.R.W.C.T.;

**THENCE**, N 21°35'09" W, along the west line of said 5.832 acre tract and the east line of said 2.00 acre tract, a distance of 217.42 feet to a 1/2-inch iron rod with "RPLS 4249" cap found at the southwest corner of said 0.39 of one acre tract, being at the northwest corner of said 5.832 acre tract, and being in the proposed west right-of-way line of CR 366, for the **POINT OF BEGINNING**, 556.76 feet left of CR 366 Engineer's Baseline Station 43+31.84, and having Surface Coordinates of North=10,191,755.42, East=3,205,180.57;

- 1) **THENCE**, N 21°35'09" W, along the west line of said 0.39 of one acre tract and the east line of said 2.00 acre tract, with the proposed west right-of-way line of CR 366, a distance of **29.92 feet** to a point, being 556.83 feet left of CR 366 Engineer's Baseline Station 43+61.76, being at the northwest corner of said 0.39 of one acre tract, also being in the south line of that tract described as 2.499 acres conveyed to Edward C. Griffith, Jr. by Quitclaim Deed dated March 27, 2015, as recorded in Document No. 2015023462, O.P.R.W.C.T., and by Quitclaim Deed dated May 12, 2015, as recorded in Document No. 2015039912, O.P.R.W.C.T., from which an iron rod with an illegible cap found bears S 27°42'20" E, a distance of 0.43 feet, also from which a 1/2-inch iron rod with an "ALLSTAR 5729" cap found in the south line of said 2.499 acre tract, being at the northwest corner of said 2.00 acre tract, and the northeast corner of that tract described as 13.37 acres conveyed to Anh Phan by Warranty Deed with Vendor's Lien dated April 13, 2012, as recorded in Document No. 2012028315, O.P.R.W.C.T., bears S 69°48'25" W, a distance of 200.51 feet;

## EXHIBIT "B"

County: Williamson  
Highway: County Road 366  
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 2 of 6  
March 23, 2021

### PROPERTY DESCRIPTION FOR PARCEL 8.1

- 2) **THENCE, N 69°48'25" E**, along the north line of said 0.39 of one acre tract and the south line of said 2.499 acre tract, with the proposed west right-of-way line of CR 366, a distance of **386.92 feet** to 1/2-inch iron rod with "McGray McGray" cap set, 170.00 feet left of CR 366 Engineer's Baseline Station 43+53.18;
  
- 3) **THENCE, S 21°27'49" E**, crossing said 0.39 of one acre tract, a distance of **29.97 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set in the south line of said 0.39 of one acre tract and the north line of said 5.832 acre tract, being in the proposed west right-of-way line of CR 366, 170.00 feet left of CR 366 Engineer's Baseline Station 43+23.22, from which a 1/2-inch iron rod with a blue cap found at the southeast corner of said 0.39 of one acre tract, the northeast corner of said 5.832 acre tract, and being the west margin of CR 366 (varying width), bears N 69°48'49" E, a distance of 187.23 feet;
  
- 4) **THENCE, S 69°48'49" W**, along the south line of said 0.39 of one acre tract and the north line of said 5.832 acre tract, with the proposed west right-of-way line of CR 366, a distance of **386.85 feet** to the **POINT OF BEGINNING** and containing 11,583 square foot (0.2659 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

**EXHIBIT "B"**

County: Williamson  
Highway: County Road 366  
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 3 of 6  
March 23, 2021

**PROPERTY DESCRIPTION FOR PARCEL 8.1**

A parcel plat of even date was prepared in conjunction with this property description.

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

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 23rd day of March, 2021 A.D.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591  
TBPELS Survey Firm# 10095500



*Troy R. Thomas*

3/23/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130  
2020/Descriptions/CR 366 Williamson County/Parcel 8.1

**LEGEND**

- FOUND TxDOT TYPE I MONUMENT
- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" UNLESS NOTED)
- CALCULATED POINT, NOT SET
- 1/2" IRON ROD W/ "MCGRAY & MCGRAY"
- CAP SET (UNLESS NOTED)
- RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE (N. T. S.)
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RIGHT-OF-WAY
- NOT TO SCALE
- BUILDING SETBACK LINE
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- D. R. W. C. T.
- O. R. W. C. T.
- O. P. R. W. C. T.
- P. R. W. C. T.
- P. R. W. C. T.
- PARCEL NUMBER FOR R. O. W. ACQUISITION

- 1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U. S. SURVEY FEET.
- 2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
- 3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
- 4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
- 5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

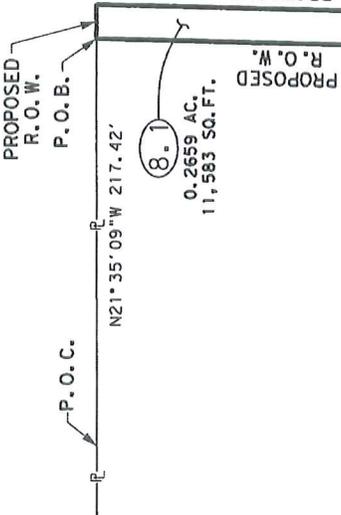
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*TR*

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

3/23/2021 DATE

**SAMUEL PHARASS SURVEY  
ABSTRACT NO. 496**



PROPOSED R.O.W.  
 0.2659 AC.  
 11,583 SQ.FT.  
 PROPOSED R.O.W.  
 KYLE R. HUMPHRIES  
 AND DEBRA R. SPELLINGS  
 OCTOBER 23, 2014  
 DOC. NO. 2014067187  
 O.P.R.W.C.T.  
 (TRACT I-O.39 ACRE)

EXISTING R.O.W.  
 CR 366  
 (R.O.W. WIDTH VARIES)  
 PROPERTY INSET  
 NOT TO SCALE



THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 2022293-GTN ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 4, 2020, ISSUED DATE MAY 12, 2020.

- 1. RESTRICTIVE COVENANTS: DOCUMENT NO. 2019043444, SUBJECT TO:
- 10G. TERMS CONDITIONS AND STIPULATIONS OF AGREEMENT RECORDED IN VOL. 707, PG. 644, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- DOES NOT AFFECT.
- H. ACCESS EASEMENT AS DESCRIBED IN VOL. 766, PG. 883, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- AFFECTS AS SHOWN.
- I. ACCESS EASEMENT AS DESCRIBED IN VOL. 787, PG. 427, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- AFFECTS AS SHOWN BY VOL. 766, PG. 883.
- J. NON-EXCLUSIVE ACCESS EASEMENT RESERVED IN DOCUMENT NO. 2015111015, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS- AFFECTS AS SHOWN.
- K. MAINTENANCE OBLIGATIONS AS SET FORTH IN VOL. 787, PG. 883, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- DOES NOT APPLY.

**REVISIONS**

CALCULATED	ACQUISITION	REMAINING RT
0.3947 AC. (17,193 SQ. FT.)	0.2659 AC. (11,583 SQ. FT.)	0

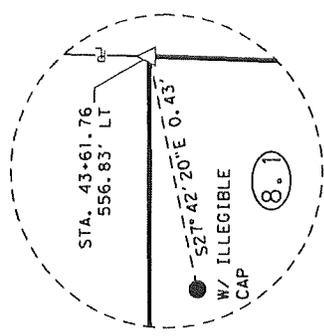
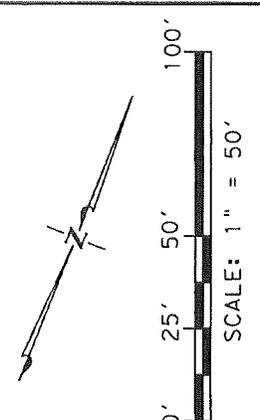
**MCGRAY & MCGRAY**  
**LAND SURVEYORS, INC.**  
 TBPELS SURVEY FIRM # 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591  
 www.mcgray.com

PARCEL PLAT SHOWING  
 PROPOSED R.O.W. AT  
 PARCEL 8.1

CR 366 - CARLOS G. PARKER BLVD.  
 TO CHANDLER RD.  
 WILLIAMSON COUNTY, TEXAS

DATE: MARCH 2021 SCALE: N. T. S.





ANN PHAN  
 APRIL 13, 2012  
 DOC. NO. 2012028315  
 O.P.R.W.C.T.  
 (13.37 ACRES)

BOBBY LEON STARLING  
 DECEMBER 16, 2015  
 DOC. NO. 201511015  
 O.P.R.W.C.T.  
 (2.00 ACRES)

PARCEL 8.1  
 P.O.C.  
 (S18° 58' 18" E 435.22')

PARCEL 8.1  
 P.O.B.  
 217.42'  
 (N18° 59' 09" W N=10,191,755.42  
 E=3,205,180.57  
 STA. 43+31.84  
 556.76' LT  
 W/ "RPLS  
 4249" CAP

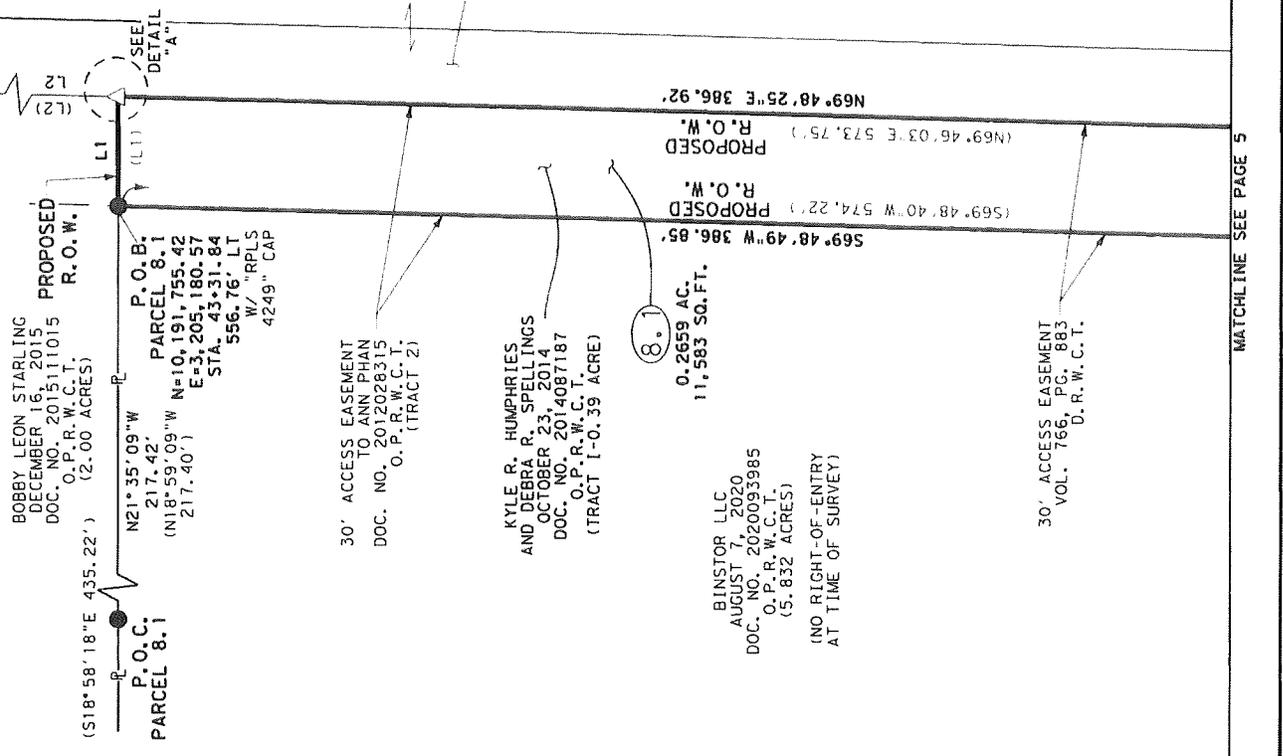
30' ACCESS EASEMENT  
 TO ANN PHAN  
 DOC. NO. 2012028315  
 O.P.R.W.C.T.  
 (TRACT 2)

KYLE R. HUMPHRIES  
 AND DEBRA R. SPELLINGS  
 OCTOBER 23, 2014  
 DOC. NO. 2014087187  
 O.P.R.W.C.T.  
 (TRACT 1-0.39 ACRE)

BINSTOR LLC  
 AUGUST 7, 2020  
 DOC. NO. 2020093985  
 O.P.R.W.C.T.  
 (5.832 ACRES)  
 (NO RIGHT-OF-ENTRY  
 AT TIME OF SURVEY)

0.2659 AC.  
 11,583 SQ.FT.

30' ACCESS EASEMENT  
 VOL. 166  
 PG. 883  
 D. R. W. C. T.



EDWARD C. GRIFFITH, JR.  
 MARCH 27, 2015  
 DOC. NO. 2015023462  
 O.P.R.W.C.T.  
 &  
 MAY 12, 2015  
 DOC. NO. 2015039912  
 O.P.R.W.C.T.  
 (2.499 ACRES)

EDWARD C. GRIFFITH, JR.  
 MAY 12, 2015  
 DOC. NO. 2015039911  
 O.P.R.W.C.T.  
 (TRACT ONE-94.820 ACRES)

PREVIOUSLY DESCRIBED AS 112.502  
 ACRES SURVEYED  
 IN DECEMBER 1981 BY ARLEE ROLAND  
 (UNRECORDED SURVEY)

SAMUEL PHARASS SURVEY  
 ABSTRACT NO. 496

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21° 35' 09" W	29.92'
(L1)	(N21° 00' 33" W)	(29.54')
L2	S69° 48' 25" W	200.51'
(L2)	(N72° 37' 30" E)	(200.30')

McGRAY & McGRAY  
 LAND SURVEYORS, INC.  
 TBPELS SURVEY FIRM # 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591  
 www.mcgray.com

PARCEL PLAT SHOWING  
 PROPOSED R.O.W. AT  
 PARCEL 8.1  
 CR 366 - CARLOS G. PARKER BLVD.  
 TO CHANDLER RD.  
 WILLIAMSON COUNTY, TEXAS

# EXHIBIT "C"

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.**



## DEED

CR366/FM 397 Intersection Right of Way

**TxDOT ROW CSJ:** 0320-04-028

**Parcel No.:** 8

**Grantor(s), whether one or more:**

Kyle R. Humphries and Debra R. Spellings

**Grantor's Mailing Address (including county):**

209 WHITETAIL LANE  
HUTTO, TX 78634  
WILLIAMSON County

**Grantee:**

The State of Texas, acting by and through the Texas Transportation Commission

**Grantee's Authority:**

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

**Grantee's Mailing Address (including county):**

Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701  
Travis County

**Consideration:**

The sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

**Property:**

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. 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, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: NONE

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

**GRANTOR**, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

**GRANTOR:**

\_\_\_\_\_  
Kyle R. Humphries

\_\_\_\_\_

Acknowledgement

State of Texas

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
\_\_\_\_\_ by Kyle R. Humphries, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public—State of Texas

**GRANTOR:**

\_\_\_\_\_  
Debra R. Spellings

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Acknowledgement

State of Texas

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
\_\_\_\_\_ by Debra R. Spellings, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public—State of Texas

# EXHIBIT "D"

Parcel 8.1

## DEED

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That the **KYLR R. HUMPHRIES and DEBRA R. SPELLINGS**, 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:

Being a 0.2659 acre (11,583 square foot) parcel of land out of the Samuel Pharass Survey, ABSTRACT NO. 496, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (Parcel 8.1)

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.





**Commissioners Court - Regular Session**

**48.**

**Meeting Date:** 04/06/2021

Executive Session

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

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**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

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### Fiscal Impact

From/To	Acct No.	Description	Amount
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### Attachments

*No file(s) attached.*

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### Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/01/2021 08:54 AM
Form Started By: Charlie Crossfield		Started On: 04/01/2021 08:28 AM
Final Approval Date: 04/01/2021		

**Commissioners Court - Regular Session**

**49.**

**Meeting Date:** 04/06/2021

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 Solo
- o) Project Stamp

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/01/2021

**Reviewed By**

Andrea Schiele

**Date**

04/01/2021 08:55 AM

Started On: 04/01/2021 08:28 AM