NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
June 8, 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.

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 3 – 27)

3. Discuss, consider and take appropriate action on a line item transfer for Constable Precinct #1.

Fiscal Impact

From/To	Acct No.	Description	Amount
TO	0100-0551-003008	Const #1/LE Equip	$2,480
FROM	0100-0551-005700	Const #1/Vehicles	$2,480

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$118,460.51
To	0882.0882.003524	Sublets	$118,460.51

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

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005003	Equipment > $5,000	$83,637.00
To	0100.0509.005700	Vehicles > $5,000	$83,637.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004510	Facility Repairs	$2,200.00
To	0100.0576.003003	Radio Equipment	$2,200.00
From	0100.0576.004100	Professional Services	$2,100.00
To	0100.0576.003102	Safety Supplies	$2,100.00
From	0100.0576.003316	Medical/Hospital	$2,200.00
To	0100.0576.003200	Medical Supplies	$2,200.00
From	0100.0576.004100	Professional Services	$1,500.00
To	0100.0576.004231	Travel	$1,500.00

8. Discuss, consider and take appropriate action on a line item transfer for Constable Pct 4.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0554-005700	Vehicles > $5000	$4056
From:	0100-0554-003002	Vehicle Equip < $5000	$2969
From:	0100-0554-003003	Radio Equip < $5000	$2225
To:	0100-0554-003008	Law Enforcement Equip < $5000	$9250

9. Discuss, consider and take appropriate action on a line item transfer for Constable Pct 4.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0554-003901	Publications / Books	$1641
To:	0100-0554-003004	Ammunition	$1641

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-004509	Facility Enhancements	20,000.00
To	0100-0510-003010	Computer Equipment < $5,000	20,000.00

11. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 05/01/2021 through 05/31/2021.

12. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 05/01/2021 through 05/31/2021.

13. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer for the period of 05/01/2021 through 05/31/2021.

14. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Trade-In including Three (3) 2013 Ford F-450s, One (1) 2014 Ford F-450, One (1) 2016 Ford F-450, Three (3) 2013 Wheeled Coaches, One (1) 2014 Wheeled Coach and One (1) 2016 Wheeled Coach, pursuant to Tx. Local Gov't Code 263.152.

15. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2003 Wells Cargo Trailer, One (1) 2012 Work N Tow enclosed trailer and One (1) 2014 Chevrolet Tahoe, pursuant to Tx. Local Gov't Code 263.152.

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

17. Discuss, consider, and take appropriate action on approving the agreement for software between Williamson County and 2nd Chance University in the amount of $4,750.00 and authorizing execution of the agreement.

18. Discuss, consider and take appropriate action on approving the agreement between Tenex Software Solutions, Inc. and Williamson County for an asset tracking and inventory management system for the Elections Department in the amount of $24,000, and authorizing execution of the agreement.

19. Discuss, consider and take appropriate action on authorizing the extension of Contract #1903-305 Medical Supplies for Williamson County Jail, renewal option 2, for the term of July 1, 2021 - June 30, 2022, for the same pricing, terms and conditions as the existing contract, with the exception of, the items identified in Zhou Medical Solutions, LLC letter dated May 19, 2021, and notarized dated May 20, 2021, proposing economic price adjustment.

20. Discuss, consider and take appropriate action on approving the quotation between Axon Enterprise, Inc and Williamson County for the purchase of taser cartridges and battery packs in the amount of $14,200.00, pursuant to Texas Smart Buy Contract # 680-A1, and authorizing execution of the quote.

21. Discuss, consider and take appropriate action on approving the quotation between Data Projections, Inc. and Williamson County for courtroom audiovisual upgrades in the amount of $52,339.57 pursuant to TIPS contract #200904, and authorizing execution of the documents.

22. Discuss, consider, and take appropriate action on approving a new lease agreement between Quadient Finance USA, Inc. and Williamson County, for a new postage meter for Justice of The Peace Precinct 1, in the amount of $83.83 per month, pursuant to BuyBoard contract #576-18, and authorizing the execution of the lease.

23. Discuss, consider and take appropriate action regarding acceptance of donation from Dell Children's Health Plan to assist and support the Williamson County Justice of the Peace, Pct. 3 and approve an event for junior and high school students as an official purpose pursuant to the Tex. Loc. Gov't Code § 81.032.

24. Discuss, consider and take appropriate action regarding Texas Workforce Commission Data Exchange Request and Safeguard Plan Agreement for the County Clerk's Office and authorize the County Judge to sign all related documentation.

25. Discuss, consider and take appropriate action on approving a report on the Williamson County Juvenile Justice Center Records Room Remodel (P543) Work Authorization #7 with Reliance Architecture, LLC, in the amount of $25,365 to expire on July 13, 2022. This project will be funded under P543.

26. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $93,505.00 to expire on May 26, 2022 under Williamson County Contract for Engineering Services between WSB & Associates, Inc. and Williamson County dated March 9, 2021 for CR 201 (CR 200 to Umbrella Sky) Phase 1. Funding source: P499

27. Discuss, consider and take appropriate action on approval of the final plat for the Eastwood Section III subdivision – Precinct 3.

REGULAR AGENDA

28. 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.

29. Discuss, consider and take appropriate action on the engagement of the law firm of Potts & Reilly, L.L.P. to represent Williamson County regarding matters pertaining to redistricting; 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).

30. Discuss, consider and take appropriate action on approving the contract amendment between University of Texas Health San Antonio and Williamson County related to a change in how the contract will be funded.

31. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Parks at Westhaven Public Utility District and the County of Williamson, Texas.

32. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to draft a Request for Proposal (RFP) for consulting services for a Countywide Broadband Infrastructure Analysis and Report. RFP shall then be brought to the Court for review, edit and approval.

33. Discuss, consider, and take appropriate action to define the scope of services to be provided by TCG Consulting Services, LLC.

34. Discuss, consider, and take appropriate action on a policy exception regarding the Chief Civil Attorney position in the County Attorney's Office.

35. Discuss, consider, and take appropriate action on a policy exception regarding transferring overtime dollars to part-time salaries 20-30 HRS/WK.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.001110	Overtime	$6,970.00
To	0100.0560.001101	Part-time Salaries	$6,970.00

36. Discuss, consider, and take appropriate action on proposed compensation changes for the Williamson County Sheriff's Office Law Enforcement/Corrections Pay Scales due to exigencies and economic demands.

37. Discuss, consider and take appropriate action on approving the quotation between InFax, Inc. and Williamson County for an upgrade and refresh of the Infax Electronic Docket Display System for the Williamson County Courts in the not-to-exceed-amount of $64,100.00 (less if no travel expenses as shown on quote) and exempting this service from the competitive bidding requirements per Texas Local Government Code (262.024(a)(7)(D) (captive replacement parts or components for equipment) and authorizing execution of the documents.

38. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Tax Assessor Collector Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335502	Title Service Fees	$1,500.00

39. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Tax Assessor Collector Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0499.004999	Miscellaneous Exp	$1,500.00

40. Discuss, consider, and take appropriate action on approving a 2013 Park Bond transfer to close P321 (Champion Park Phase 2; $5,436.03), P419 (Brushy Creek Trail Phase 5; $64,527.76), and P454 (Bagdad Trail; $80,479.73) and move the remaining funds to P500 (Non-Departmental).

41. Discuss, consider and take appropriate action on approving the allocation of the 2019 Park Bonds from P550 (Non-Departmental).

42. Discuss, consider and take appropriate action on the funding needs for the Williamson County Child Advocacy Center (P530) new building construction project.

43. Discuss, consider and take appropriate action on approving a 2015 CO Transfer to close and move remaining funds from P323 (Sheriff's Office Training Building; $427,697.93), P470 (Sheriff's Office Gun Range Ammo Building; $21,847.66), P512 (M11 Ambulance Station; $69,961.05) and P518 (Sheriff Office Training Center Range Wall Replacement; $18,598.86) to P530 (Children's Advocacy Center). Also, transfer $210,014.35 from P356 (2015 CO Nondepartmental) and $817,185.58 from P567 (2021 CIP Non-Departmental) to P530 (Children's Advocacy Center).

44. Discuss, consider, and take appropriate action on awarding RFP T3931 Construction Manager at Risk (CMAR) for Expo Center- Various Projects to Chasco Constructors, Ltd, LLC and authorize the execution of the agreement between Williamson County and the CMAR. Funding source is P562.

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

46. Discuss, consider and take appropriate action on setting the date of June 22, 2021 at 10:00 AM to consider and take action on proposed amendments to the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code and authorize publishing notice of same in the Williamson County Sun.

47. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commissioner (THC), required as part of the Due Diligence Environmental Investigations on the CR 129 project, a Road Bond Project in Commissioner Pct. 4 (P375).

48. Discuss, consider and take appropriate action on a Contract Assignment between PaveTex Engineering, LLC as assignor, and Atlas Technical Consultants LLC, as assignee, in relation to that certain Williamson County Contract for Materials Testing & Geotechnical Engineering Services dated effective April 23, 2020 regarding 2019 Road Bond Program "on-call". Project: As needed. Funding Source: Road Bonds.

49. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Relocation of Water System Improvements and Operation and Maintenance with the City of Taylor (CR 366 Project).

50. Discuss, consider and take appropriate action on a Reimbursement Agreement - Preliminary Engineering Services with Union Pacific Railroad Company in regard to the Chandler Road project.

51. Discuss, consider and take appropriate action on a real estate contract with Pleona May for right of way needed on the Sam Bass Road project (Parcels 12, 14 & 15). Funding Source: Road Bonds P462

52. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the City/County Partnership in the Design and Construction Costs Related to Segment 1 of the Southeast Loop Construction Project with the City of Hutto.

53. Discuss, consider and take appropriate action on a real estate contract with Travis Lee and Jennifer L. Betak for right of way needed on the Southeast Loop project (Parcel 95). Funding Source: Road Bonds P332

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)."

54. 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 near Justice Center.
t) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
u) Discuss the acquisition of the MKT Right of Way
v) Discuss acquisition of drainage easement in relation to County Road 176

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
c) Discuss property usage at Longhorn Junction
d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574

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

D. Discuss the Cobb Cavern Conservation Easement Amendment.

55. 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) Project Crystal
c) Project Winston
d) Project Solo
e) Project Stamp
f) Project Cutting Edge

56. 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) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
q) Case 1:21-cv-00388-RP; Ramsey Mitchell vs. Williamson County, Robert Chody, Zachary Camden, Mark Luera, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
r) 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.
s) Shamona Harris - EEOC Charge #451-2021-00812.
t) 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.
u) Notice of Charge of Discrimination - Bhavani Madisetti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.
v) 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.
w) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
x) 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.
y) Cause No. 20-1964-C395; Robert Chody v. Michael Gleason, In the 395th Judicial District Court of Williamson County, Texas.
z) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
aa) Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District Of Texas, Austin Division.
bb) Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District Of

Texas, Austin Division.
cc) Kelli Bomer - EEOC Charge #451-2021-00920.
dd) Jesse J Gomez - EEOC Charge #451-2021-01357.
ee) Gary Haston - EEOC Charge #451-2021-01145.
ff) Civil Action No. 1:21-CV-480; Gloria Cowin, Individually and on behalf of the Estate Of Patrick Dupre, v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
gg) Civil Action No. Civil Action No. 21-481; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.

57. Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).

58. 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)

59. Discuss and take appropriate action concerning economic development.

60. Discuss and take appropriate action concerning real estate.

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

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
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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.
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s) Shamona Harris - EEOC Charge #451-2021-00812.
t) 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.
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v) 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.
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x) 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.
y) Cause No. 20-1964-C395; Robert Chody v. Michael Gleason, In the 395th Judicial District Court of Williamson County, Texas.
z) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
aa) Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District Of Texas, Austin Division.
bb) Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
cc) Kelli Bomer - EEOC Charge #451-2021-00920.
dd) Jesse J Gomez - EEOC Charge #451-2021-01357.
ee) Gary Haston - EEOC Charge #451-2021-01145.
ff) Civil Action No. 1:21-CV-480; Gloria Cowin, Individually and on behalf of the Estate Of Patrick Dupre, v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
gg) Civil Action No. Civil Action No. 21-481; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.

62. 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.

63. Comments from Commissioners.

64. 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.

_____

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 4th day of June, 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 **3.**

Meeting Date: 06/08/2021

Line Item Transfer For Constable Pct. 1

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Constable Precinct #1.

Background

Transferring funds into equipment budget to purchase three 40 MM Les Lethal Impact Launchers. The Launchers shoot less lethal sponge rounds and can be utilized in close quarters when executing Civil Writs of Possession. The Items will better equip deputies with less lethal force options.

Fiscal Impact

From/To	Acct No.	Description	Amount
TO	0100-0551-003008	Const #1/LE Equip	$2,480
FROM	0100-0551-005700	Const #1/Vehicles	$2,480

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/26/2021 01:22 PM
Budget Office	Ashlie Holladay	05/26/2021 02:09 PM
Form Started By: Patrick Youngren		Started On: 05/24/2021 11:25 AM
Final Approval Date: 05/26/2021		

Commissioners Court - Regular Session **4.**

Meeting Date: 06/08/2021

LIT

Submitted For: Kevin Teller **Submitted By:** Edward Pospisil, Infrastructure

Department: Infrastructure **Division:** Fleet Services

Agenda Category: Consent

Information

Agenda Item

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

Background

The sublets transfer funds are being requested to cover the repairs of 16 county vehicles affected from the hail storm in April.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$118,460.51
To	0882.0882.003524	Sublets	$118,460.51

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/27/2021 11:41 PM
Budget Office	Ashlie Holladay	05/28/2021 07:52 AM
Form Started By: Edward Pospisil		Started On: 05/27/2021 10:36 AM
Final Approval Date: 05/28/2021		

Commissioners Court - Regular Session **5.**

Meeting Date: 06/08/2021

Budget line item transfer

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

The line item transfer is from line item 004212 Postage in the amount of $3,990 to line item 004510 Facility repair. This budget transfer is requested to cover the replacement and installation of new awnings at the Georgetown tax office. This project involves replacing the awning over the front door and adding awnings over the dealer door, mailroom door, break room door, and training room door. All documents from the City of Georgetown have been approved. The contract with Dismukes Awning has been placed on the court agenda and has been approved.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Awning cost

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/28/2021 10:16 PM
Budget Office	Andrea Schiele	06/03/2021 07:59 PM
Form Started By: Judy Kocian		Started On: 05/28/2021 10:06 AM
Final Approval Date: 06/03/2021		

Proposal

DISMUKES AWNING CO.

125279

Manufacturer's of Custom Canvas Awnings
P.O. Box 181193 · Austin, Texas 78718-1193
Ph# (512) 835-6158 · Fax (512) 835-6159
Since 1947

PROPOSAL SUBMITTED TO:	*PHONE:*	*DATE:*
Williamson County Tax Assessor	(512) 943-1954	2/10/2021
STREET	*JOB NAME*	
904 S. Main St.		
CITY, STATE AND ZIP CODE	*JOB LOCATION*	
Georgetown, TX 78626		
ARCHITECT	*DATE OF PLANS*	*JOB PHONE*
Attn: Judy Kocian		

We hereby submit specifications and estimates for:

(4) New custom canvas awnings. Installed.

(1) Recover canvas awning & move to another location.
Sunbrella fabric. Choice of color.

$ 3,990.00 (tax not included)

Please allow approximately 6 to 8 weeks for production and installation.
If proposal is accepted we will need a signed copy returned to us along with a deposit for half. Thank you.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: *Three thousand nine hundred ninety dollars and no cents**********

Payment to be made as follows: ½ deposit and balance due upon completion

$ 1,995.00 and $ 1,995.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or derivation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: John Cuellar

Note: This proposal may be withdrawn by us if not accepted in 60 days.

***Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.*

Date of acceptance: ***Signature:***

Commissioners Court - Regular Session **6.**

Meeting Date: 06/08/2021

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

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

Background

Need to move funds to correct budget line coding of bucket truck from equipment to vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005003	Equipment > $5,000	$83,637.00
To	0100.0509.005700	Vehicles > $5,000	$83,637.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/01/2021 12:17 PM
Budget Office	Sarah Crain	06/02/2021 09:00 AM
Form Started By: Gina Wrehsnig		Started On: 06/01/2021 11:07 AM
Final Approval Date: 06/02/2021		

Commissioners Court - Regular Session **7.**

Meeting Date: 06/08/2021

Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting BLI transfers to cover unexpected expenses as follows: 1) $2,200.00 from Facility Repairs to Radio Equipment to purchase replacement parts for handheld radios. 2) $2,100.00 from Professional Services to Safety Supplies to purchase new safety equipment and replace worn and rusting equipment. 3) $2,200.00 from Medical/Hospital to Medical Supplies as our expenses for these items has exceeded our budgeted estimates for the fiscal year. 4) $1,500.00 from Professional Services to Travel to cover expenses to escort a youth out of state to a home residence.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004510	Facility Repairs	$2,200.00
To	0100.0576.003003	Radio Equipment	$2,200.00
From	0100.0576.004100	Professional Services	$2,100.00
To	0100.0576.003102	Safety Supplies	$2,100.00
From	0100.0576.003316	Medical/Hospital	$2,200.00
To	0100.0576.003200	Medical Supplies	$2,200.00
From	0100.0576.004100	Professional Services	$1,500.00
To	0100.0576.004231	Travel	$1,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/01/2021 05:34 PM
Budget Office	Sarah Crain	06/02/2021 09:02 AM
Form Started By: Denise Carlson		Started On: 06/01/2021 02:07 PM
Final Approval Date: 06/02/2021		

Commissioners Court - Regular Session **8.**

Meeting Date: 06/08/2021

Line Item Transfer

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Constable Pct 4.

Background

In an effort to standardize and replace the department's aging patrol rifle equipment, these funds will pay the cost difference after trade-in credit is applied to the balance. It will also cover the cost of a new patrol rifle that will be purchased and issued to a deputy not previously issued one. This request was previously approved by the Court on July 21, 2020, but due to COVID-19 vendor supply constraints, the equipment was not available for purchase until recently.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0554-005700	Vehicles > $5000	$4056
From:	0100-0554-003002	Vehicle Equip < $5000	$2969
From:	0100-0554-003003	Radio Equip < $5000	$2225
To:	0100-0554-003008	Law Enforcement Equip < $5000	$9250

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 11:21 AM
Budget Office	Sarah Crain	06/03/2021 12:17 PM
Form Started By: Brian Olson		Started On: 06/03/2021 10:23 AM
Final Approval Date: 06/03/2021		

Commissioners Court - Regular Session **9.**

Meeting Date: 06/08/2021

Line Item Transfer

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Constable Pct 4.

Background

This transfer will provide additional funds to cover the expense of acquiring ammunition mid-year and not previously budgeted.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0554-003901	Publications / Books	$1641
To:	0100-0554-003004	Ammunition	$1641

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 12:00 PM
Form Started By: Brian Olson		Started On: 06/03/2021 11:13 AM
Final Approval Date: 06/03/2021		

Commissioners Court - Regular Session **10.**

Meeting Date: 06/08/2021

Line Item Transfer for Parks Department

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

Department: Parks

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer of funds is necessary to purchase computers, hardware, credit card readers, receipt printers and associated accessories to support the park registration/reservation system conversion and upgrade from MaxGalaxy to Active Network Software. The software system conversion and upgrade was originally approved by Commissioners Court on March 30, 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-004509	Facility Enhancements	20,000.00
To	0100-0510-003010	Computer Equipment < $5,000	20,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 09:12 AM
Budget Office	Sarah Crain	06/03/2021 09:59 AM

Form Started By: Russell Fishbeck Started On: 05/26/2021 03:27 PM

Final Approval Date: 06/03/2021

Commissioners Court - Regular Session **11.**

Meeting Date: 06/08/2021

Assets for Auction Monthly Report 6.8.21

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 05/01/2021 through 05/31/2021.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction 6.8.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/03/2021 09:41 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 10:10 AM
Form Started By: Mary Watson		Started On: 05/10/2021 02:22 PM
Final Approval Date: 06/03/2021		

May 2021 **MONTHLY REPORT** **Court Date:** **6/8/2021**

Williamson County - Assets for Auction

Agenda #: **26596**

Item	Serial Number	Quantity	Dept.
Destroyit Shreader 2503 C/C Asset mp/ 45950	2831716	1	Constable 1
HP Laserjet 4200	USGNN47256	1	County Attorney
HP Laserjet 4250n	CNRXX25050	1	County Attorney
Dell 5330dn printer	GV3TNQ1	1	County Attorney
Canon DR 6010C	FB302853	1	County Attorney
Dell Monitors		1	County Attorney
Dell Latitude 3390 2n1	jcyt1p2	1	County Auditor
Dell PC Towers	See List	12	District Clerk
Dell Laptop	9M4SH	1	District Clerk
Microsoft Surface Pro 3 i7	153325	1	District Clerk
Laptop Bags		5	District Clerk
Call Center Headset		1	District Clerk
Keyboards		25	District Clerk
Computer Mouse		23	District Clerk
Canon Calculator		1	District Clerk
Canon Scanner	FB327766, FB316859	2	District Clerk
Three shelf Wall Unit		1	District Clerk
Credenza/TV Stand		1	District Clerk
Dymo Label Writer 400		14	District Clerk
Boxes of Misc equipment wires, computer wires,etc		2	District Clerk
Breakroom chairs		28	District Clerk
Breakroom Tables		3	District Clerk
Hewlett Packard, Laser Jet 4050	I00096	1	Elections
iPad Pro - A2014 yr 2018	DLXXM384KC51	1	Emergency Management
Dell Latitude 5289	bw1f0n2	1	Emergency Med Services
Cisco UC Phone (with dial)	CP8831	1	Health Dept-County Purch
Non-Brand Landline Phone	319821G-R	1	Health Dept-County Purch
Sensaphone (Gray)	FGD-0400	1	Health Dept-County Purch
Sensaphone (Gray)	FGD-1104	1	Health Dept-County Purch
Dell Keyboard	RT7D20	1	Health Dept-County Purch
Black IBM ThinkPad X41	3249	1	Health Dept-County Purch
Black IBM ThinkPad X41	3248	1	Health Dept-County Purch
Black Dell Projector	P190Sf	1	Health Dept-County Purch
Dell Speaker (for Projector)	AS501	1	Health Dept-County Purch
Avaya Telephone Landline	9620C	1	Health Dept-County Purch
File Cabinet 56.5 x 36 x 12		1	Health Dept-County Purch
Metal Shelf in Cardboard Box		1	Health Dept-County Purch
3-Panel Privacy Screen	31309	2	Health Dept-County Purch
TAB File Cabinet 78 x 36 x 13.5	SMS-37-FFN5	1	Health Dept-County Purch
ER60TRON (cow)	SV41-61QQ-Q	1	Health Dept-County Purch
Dell Keyboards	KB212-B	3	Health Dept-County Purch
Book Ends		2	Health Dept-County Purch
HDN File Cabinet 53 x 36 x 19	684L	1	Health Dept-County Purch
HP Printer F4440 (in a Red Kit)	CN96143254	1	Health Dept-County Purch
HP Deskjet F4500 (in Green Kit)	CN08KC24WC	1	Health Dept-County Purch
HP Deskjet F4580 (in Green Kit)	CN08RC41ZM	1	Health Dept-County Purch
HP Deskjet F4500 (in Green Kit)	CN08KC24RS	1	Health Dept-County Purch
HP Deskjet F4440 (Red Kit)	CN96I423TH, CN96I441T4	2	Health Dept-County Purch
Smartboard SB680-R2-A09384		1	Health Dept-County Purch
Smartboard SBB885-M2-B000574	1019735-SB885ix2-SMP	1	Health Dept-County Purch
Smartboard Projector	20-01013-22	1	Health Dept-County Purch

BOSE Multimedia Speaker System, Gray	040274Z10941004BP	2	Health District - Cty Purch
Espon Projector, White	RENK3400767	1	Health District - Cty Purch
APS UPS, Black	3B1212X17634	1	Health District - Cty Purch
APS UPS, Black	3B1523X20819	1	Health District - Cty Purch
APS UPS, Black	3B1526X22887	1	Health District - Cty Purch
HP Deskjet 460 Printer	MY7315Z25T	1	Health District - Cty Purch
APC UPS, Black	3B1512X35393	1	Health District - Cty Purch
Canon Color Image Runner LBP5480	MMPA002468	1	Health District - Cty Purch
Epson 3LCD Projecter, White	U3FK4203955	1	Health District - Cty Purch
Dell Laptop, Vostro 1520, Black	FLXGPK1	1	Health District - Cty Purch
L100 Dell Keyboards		2	Health District - Cty Purch
APC UPS, Black	3B1050X58299	1	Health District - Cty Purch
Dell Laptop, Vostro 520 Black	JKXGPK1	1	Health District - Cty Purch
HP H470 Printer	CN08B281FM	1	Health District - Cty Purch
Mobile Kit, Black	MEMSU-PC321	1	Health District - Cty Purch
Dell Printer inside Big Mobile Kit	CN-F9NDT-73821-15D-2066	1	Health District - Cty Purch
Hard Disk Camera GZ-MG750, Everio	GZ-MG750BU	1	Health District - Cty Purch
Smart Podium Monitor	DTF-720AB/01	1	Health District - Cty Purch
Dell Laptop, Vostro 520, Black	4MXGPK1	1	Health District - Cty Purch
HP H47D Printer	CN08B28172	1	Health District - Cty Purch
HP Deskjet F4440	CN96143254	1	Health District - Cty Purch
Matrox TripleHead2Go	KFP85944	1	Health District - Cty Purch
Midland AM/FM Weather Alert Radio	130309636	1	Health District - Cty Purch
Midland AM/FM Weather Alert Radio	130309529	1	Health District - Cty Purch
HP Deskjet Printer F4500	CN08RC41M	1	Health District - Cty Purch
HP Officejet H470 Printer	CN97F280FY	1	Health District - Cty Purch
HP Officejet H470 Printer	CN966182B5	1	Health District - Cty Purch
Black Dell Laptop	6LXGPK1	1	Health District - Cty Purch
HP Officejet H470 Printer	CN97E281CY	1	Health District - Cty Purch
Mobile Kit (Black)	MEMSU-PC320	1	Health District - Cty Purch
MS Surface Pro 512GB	76509144153	1	Information Ssytems
Dell Latitude E5540	6D7NK12, 8V6NK12, GJ8NK12	3	Information Ssytems
Dell Optiplex 790	7D3XLS1	1	Information Systems
Dell Optiplex 7010	GRMJM02	1	Information Systems
Dell Monitors		6	Information Systems
HP LaserJet Pro P4015n	CNDY420755	1	Information Systems
Server Rack - no labels on it		1	Information Systems
Dell Latitude E6540	See List	11	Information Systems
Dell Power Edge R220	ZXRT52	1	Information Systems
Dell Power Edge SC1435	5J434F1	1	Information Systems
Cisco Meraki MX60W	Q2CN-5S54-NKY7	1	Information Systems
Cisco Meraki MR16	See List	8	Information Systems
Cisco Meraki MR18	Q2GD-BY6D-R37Y	1	Information Systems
boxes of 50 each (500 total) - Omnikey		10	Information Systems
boxes of misc cables		6	Information Systems
Dell Latitude 5289	b6vmbh2	1	Information Systems
Microsoft Surface Pro 512GB - covid loaners	See List	3	Information Systems
Dell CPU	J3409Y1	1	JP 3
Dell Latitude E6530	H5LCNX1	1	JP 3
IBM Wheelwriter 3500 typewriter	33457	1	JP 3
Panasonic 7000 typewriter	31305	1	JP 3
HP Laser Jet 500 color	CNCCF5Q01W, CNBCD300Y4	2	JP 3
Symbol hand scanner		6	JP 3
misc office equipment		6	JP 3
Dell OptiPlex 7010	5L5PN22	1	JP 3
Dell OptiPlex 7010	See List	4	JP 3

Dell OptiPlex 7020	see List	12	JP 3
Dell OptiPlex All in One	GQGRJ02	1	JP 3
Dell Latitude 5580	3GJR4MZ, 7VBR4M2	2	JP 3
Fujitsu Scanner - fi-7180 - #5277	A20DC10863	1	JP 4
5.11 Womens & Mens Uniform Pants		28	Mobile Outreach
Pullover Sweater		1	Mobile Outreach
Womens SS Polo shirt		1	Mobile Outreach
Womens Uniform Blouse		5	Mobile Outreach
Womens Uniform Slacks, Jacket & Cross tie (7)		6	Mobile Outreach
GE Stove/Oven	FZ159777P	1	Parks
Panasonic Toughbook CF-31	See List	23	Sheriff's Office
Panasonic Toughbook CF-31	See List	23	Sheriff's Office
Panasonic Toughbook CF-31	See List	6	Sheriff's Office
OptiPlex 7010 Desktop	36QTZ12	1	Sheriff's Office
OptiPlex 7040 Desktop	HJHYDB2	1	Sheriff's Office
OptiPlex 7020 Desktop	6BXJD42	1	Sheriff's Office
OptiPlex 7010 Desktop	4NDDQW1	1	Sheriff's Office
OptiPlex 7020 Desktop	366NB42	1	Sheriff's Office
Latitude E6520 Laptop	9VR23Q1	1	Sheriff's Office
OptiPlex 7010 Desktop	DWPP842	1	Sheriff's Office
OptiPlex 7010 Desktop	DWNS842	1	Sheriff's Office
OptiPlex 7050 Desktop	568QXM2	1	Sheriff's Office
OptiPlex 7010 Desktop	36RQZ12	1	Sheriff's Office
OptiPlex	QN4KR 29CDT: 27HVR 72FBB; X4R9F	1	Sheriff's Office
Laptop Docking Station		3	Sheriff's Office
Monitor Soundbar		1	Sheriff's Office
Black 4 Drawer Lateral file cabinet		1	Sheriff's Office
Dell Desktop - Optiplex 798	8ZZK1R1	1	Sheriff's Office
Dell Monitor	CN-OPM372-72872-7C3-2E2I	1	Sheriff's Office
Dell Monitor		1	Sheriff's Office
Dell Monitor	CN-OYTPD9-74261-57K-1L1L	1	Sheriff's Office
Dell Latitude E6530	J6JY8W1	1	Sheriff's Office
Dell Inspiron 15	gpcq1c2	1	Sheriff's Office
Dell Latitude 5289	fpgt8h2, 25ys9h2	2	Sheriff's Office
Dell Latitude 5580	2ytvzf2, dpjxgh2	2	Sheriff's Office
Dell Latitude D630	3NGMZD1	1	Sheriff's Office
Dell Latitude E5400	DNYJXG1	1	Sheriff's Office
Dell Optiplex 5040	231GCH2	1	Sheriff's Office
Dell Optiplex 7010	1PY2BZ1	1	Sheriff's Office
Dell Optiplex 7020	6GJXB42	1	Sheriff's Office
Dell Optiplex 7040	CJJZ282	1	Sheriff's Office
Dell Latitude E5570	dwct2g2, 9pct2g2, d66t2g2	3	Sheriff's Office
Dell Latitude E6520	j3g23q1	1	Sheriff's Office
Dell Latitude E6540	7gy7112, 8djkxz1	2	Sheriff's Office
Apple ipad - A1822	GCKVFDTVHLF9	1	Sheriff's Office
Dell Monitors		2	Sheriff's Office
Panasonic Toughbook CF-31	See List	11	Sheriff's Office
Panasonic Toughbook CF-53	4GTYA20570, 4GTYA20576	2	Sheriff's Office
Panasonic Port Replicators - for CF-31s		5	Sheriff's Office
Panosonic Cradle Station - for CF-31		1	Sheriff's Office
Boxes of cables, mice/keyboards, misc		3	Sheriff's Office
Computer monitor		2	Sheriff's Office
OptiPlex 7050	83XNBM2	1	Sheriff's Office

Asset Status Change

Title:	Patrick Youngren,2021-04-19T18:44:30Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Destroyit Shreader 2503 C/C Asset no. 45950
1. Manufacturer ID #:	2831716
1. Oracle Asset #:	45950
1. Condition of Assets:	Non-Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	Constables 1
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Patrick Youngren 4/19/2021 1:44 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	Stephanie Lloyd,2021-04-23T12:37:49Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Laserjet 4200
1. Manufacturer ID #:	s/n: USGNN47256
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP Laserjet 4250n
2. Manufacturer ID #:	s/n: CNRXX25050
2. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	County Attorney
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 4/23/2021 7:37 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	Stephanie Lloyd,2021-05-20T13:37:36Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell 5330dn printer
1. Manufacturer ID #:	GV3TNQ1
1. Oracle Asset #:	57486
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Canon DR 6010C
2. Manufacturer ID #:	s/n: FB302853
2. Oracle Asset #:	55572
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell monitor
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	County Attorney
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 5/20/2021 8:37 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-04-27T19:56:47Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 3390 2n1
1. Manufacturer ID #:	jcyt1p2
1. Oracle Asset #:	214995
1. Condition of Assets:	Unknown
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	County Auditor
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Kiley 4/27/2021 3:21 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	Teresa Maskunas,2021-05-18T14:00:18Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Credenza/TV Stand
1. Oracle Asset #:	N/A
2. Quantity (Mandatory)::	14
2. Description:	Dymo Label Writer 400
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Boes of Misc equipment wires, computer wires, etc
3. Oracle Asset #:	N/A
4. Quantity (Mandatory):	28
4. Description:	Breakroom chairs
4. Oracle Asset #:	N/A
5. Quantity (Mandatory):	3
5. Description	Breakroom Tables
5. Oracle Asset #	N/A
Transferring Dept.:	District Clerk
Transferring Dept. Contact Person	Teresa Maskunas
Transferring Dept. Contact Ph#:	District Clerk
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Teresa Maskunas 5/18/2021 9:00 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	Teresa Maskunas,2021-05-13T14:35:12Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	12
1. Description:	Dell PC-Tower
1. Manufacturer ID #:	6J756K2, DGQTXM2, Dg9VXM2, 6HH46K2, DGQVXM2, 6J66KN, 3T41TM2, DGNSXM2, G8KGZC2, 3TLVSM23t6ZSM2, 8B146k2
1. Oracle Asset #:	189691, 206772, 206776, 189693, 206774, NF, 205704, 206773, 159477, 205702, 205703, 189689
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL LAPTOP
2. Manufacturer ID #:	9M4SH
2. Oracle Asset #:	93197
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	MICROSOFT SURFACE PRO 3 i7
3. Oracle Asset #:	153325
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	5
4. Description:	LAPTOP BAGS
4. Manufacturer ID #:	N/A
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	CALL CENTER HEADSET
5. Manufacturer ID #	N/A
5. Condition of Assets	Working
Transferring Dept.:	District Clerk
Transferring Dept. Contact Person	Teresa Maskunas
Transferring Dept. Contact Ph#:	District Clerk
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Teresa Maskunas 5/13/2021 9:35 AM

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	Teresa Maskunas,2021-05-18T13:29:55Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	25
1. Description:	Keyboards
1. Oracle Asset #:	N/A
2. Quantity (Mandatory)::	23
2. Description:	Computer Mouse
2. Oracle Asset #:	N/A
3. Quantity (Mandatory):	1
3. Description:	Canon Calculator
3. Oracle Asset #:	N/A
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	2
4. Description:	Canon Scanner
4. Manufacturer ID #:	FB327766, FB316859
4. Oracle Asset #:	116248, 65258
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Three shelf Wall Unit
5. Oracle Asset #	N/A
Transferring Dept.:	District Clerk
Transferring Dept. Contact Person	Teresa Maskunas
Transferring Dept. Contact Ph#:	District Clerk
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Teresa Maskunas 5/18/2021 8:29 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	Yajaira Gonzalez,2021-04-29T13:54:18Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Hewlett Packard, Laser Jet 4050
1. Manufacturer ID #:	I00096
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Dept.:	Elections
Transferring Dept. Contact Person	Jenifer Favreau
Transferring Dept. Contact Ph#:	512-943-1628
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jenifer Favreau 4/29/2021 9:18 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-04-15T13:06:16Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	iPad Pro - A2014 yr 2018
1. Manufacturer ID #:	DLXXM384KC51
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
Transferring Dept.:	Emergency Management
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michael Shoe 5/12/2021 2:31 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-04-27T20:01:39Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5289
1. Manufacturer ID #:	bw1f0n2
1. Oracle Asset #:	206838
1. Condition of Assets:	Unknown
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jessica Toothman 5/6/2021 2:45 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	Kelly Loutfi,2021-03-26T14:08:28Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	BOSE Multimedia Speaker System, Gray
1. Manufacturer ID #:	040274Z10941004BP
1. Oracle Asset #:	NOT FOUND
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Epson Projector, White
2. Manufacturer ID #:	RENK3400767
2. Oracle Asset #:	NOT FOUND
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	APS UPS, Black
3. Manufacturer ID #:	3B1212X17634
3. Oracle Asset #:	NOT FOUND
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	APS UPS, Black
4. Manufacturer ID #:	3B1523X20819
4. Oracle Asset #:	NOT FOUND
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	APS UPS, Black
5. Manufacturer ID #	3B1526X22887
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Jay Rimel
Transferring Dept. Contact Ph#:	Auction

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 4/20/2021 9:27 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kelly.loutfi@wilco.org - 26-03-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Officejet H470 Printer
1. Manufacturer ID #:	CN97F280FY
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP Officejet H470 Printer
2. Manufacturer ID #:	CN966182B5
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Black Dell Laptop
3. Manufacturer ID #:	6LXGPK1
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	HP Officejet H470 Printer
4. Manufacturer ID #:	CN97E281CY
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Mobile Kit (Black)
5. Manufacturer ID #	MEMSU-PC320
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Jay Rimel

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-248-7606
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 4/20/2021 9:29 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kelly.loutfi@wilco.org - 26-03-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Deskjet F4440
1. Manufacturer ID #:	CN96143254
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Matrox TripleHead2Go
2. Manufacturer ID #:	KFP85944
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Midland AM/FM Weather Alert Radio
3. Manufacturer ID #:	130309636
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Midland AM/FM Weather Alert Radio
4. Manufacturer ID #:	130309529
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	HP Deskjet Printer F4500
5. Manufacturer ID #	CN08RC41ZM
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Jay Rimel

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-248-7606
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 4/20/2021 9:30 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kelly.loutfi@wilco.org - 26-03-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Hard Disk Camera GZ-MG750, Everio
1. Manufacturer ID #:	GZ-MG750BU
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	SMART Podium Monitor
3. Manufacturer ID #:	DTF-720AB/O1
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Laptop, Vostro 520, Black
4. Manufacturer ID #:	4MXGPK1
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	HP H47D Printer
5. Manufacturer ID #	CN08B28172
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Jay Rimel
Transferring Dept. Contact Ph#:	512-248-7606
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 4/20/2021 9:30 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kelly.loutfi@wilco.org - 26-03-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Laptop, Vostro 520, Black
1. Manufacturer ID #:	JKXGPK1
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP H470 Printer
2. Manufacturer ID #:	CN08B281FM
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Mobile Kit, Black
3. Manufacturer ID #:	MEMSU-PC321
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Printer inside Big Mobile Kit
4. Manufacturer ID #:	CN-F9NDT-73821-15D-2066
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Condition of Assets	Unknown
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Jay Rimel
Transferring Dept. Contact Ph#:	512-248-7606
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 4/20/2021 9:31 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘

Asset Status Change

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kelly.loutfi@wilco.org - 26-03-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	L100 Dell Keyboards
1. Manufacturer ID #:	---
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	APC UPS, Black
2. Manufacturer ID #:	3B1050X58299
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Condition of Assets:	Unknown
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Jay Rimel
Transferring Dept. Contact Ph#:	512-248-7606
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kelly.loutfi@wilco.org - 26-03-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Deskjet 460 Printer
1. Manufacturer ID #:	MY7315Z25T
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	APC UPS, Black
2. Manufacturer ID #:	3B1512X35393
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Canon Color Image Runner LBP5480
3. Manufacturer ID #:	MMPA002468
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	EPSON 3LCD Projecter, White
4. Manufacturer ID #:	U3FK4203955
4. Oracle Asset #:	NOT F OUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL Laptop, Vostro 1520, Black
5. Manufacturer ID #	FLXGPK1
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Jay Rimel

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-248-7606
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 4/20/2021 9:31 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kelly.loutfi@wilco.org - 19-05-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Printer F4440 (in a Red Kit)
1. Manufacturer ID #:	CN96143254
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP Deskjet F4500 (in Green Kit)
2. Manufacturer ID #:	CN08KC24WC
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	HP Deskjet F4580 (in Green Kit)
3. Manufacturer ID #:	CN08RC41ZM
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	HP Deskjet F4500 (in Green Kit)
4. Manufacturer ID #:	CN08KC24RS
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	HP Deskjet F4440 (Red Kit)
5. Manufacturer ID #	CN96I423TH, CN96I441T4
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Michelle Broddrick

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-248-7606
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 5/20/2021 1:32 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kelly.loutfi@wilco.org - 19-05-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	TAB File Cabinet 78x36x13.5
1. Manufacturer ID #:	SMS-37-FFN5
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	ER60TRON (Cow)
2. Manufacturer ID #:	SV41-61QQ-Q
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	3
3. Description:	Dell Keyboards
3. Manufacturer ID #:	KB212-B
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	Book Ends
4. Manufacturer ID #:	---
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	HDN File Cabinet 53x36x19
5. Manufacturer ID #	684L
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Michelle Broddrick

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-248-7606
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 5/20/2021 1:32 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021
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Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kelly.loutfi@wilco.org - 19-05-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	File Cabinet 56.5x36x12
1. Manufacturer ID #:	---
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Metal Shelf in Cardboard Box
2. Manufacturer ID #:	---
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	3-Panel Privacy Screen
3. Manufacturer ID #:	31309
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Michelle Broddrick
Transferring Dept. Contact Ph#:	512-248-7606
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 5/20/2021 1:33 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-05-18T16:30:02Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Smartboard SB680-R2-A09384
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Smartboard SBB885-M2-B000574
2. Manufacturer ID #:	1019735 - SB885ix2-SMP
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Smartboard Projector
3. Manufacturer ID #:	20-01013-22
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 5/18/2021 3:32 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kelly.loutfi@wilco.org - 19-05-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Black IBM ThinkPad X41
1. Manufacturer ID #:	003249
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Black IBM ThinkPad X41
2. Manufacturer ID #:	003248
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Black Dell Projector
3. Manufacturer ID #:	P190Sf
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Speaker (for Projector)
4. Manufacturer ID #:	AS501
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Avaya Telephone Landline
5. Manufacturer ID #	9620C
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Michelle Broddrick

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-248-7606
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 5/20/2021 1:30 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kelly.loutfi@wilco.org - 19-05-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Cisco UC Phone (with Dial)
1. Manufacturer ID #:	CP8831
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Non-Brand Landline Phone
2. Manufacturer ID #:	319821G-R
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Sensaphone (Gray)
3. Manufacturer ID #:	FGD-0400
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Sensaphone (Gray)
4. Manufacturer ID #:	FGD-1104
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Keyboard
5. Manufacturer ID #	RT7D20
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Michelle Broddrick

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-248-7606
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 5/20/2021 1:31 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-04-14T17:10:58Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Power Edge R220
1. Manufacturer ID #:	ZXRT52
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Power Edge SC1435
2. Manufacturer ID #:	5J434F1
2. Oracle Asset #:	45420
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Cisco Meraki MX60W
3. Manufacturer ID #:	Q2CN-5S54-NKY7
3. Oracle Asset #:	CHECK INV
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	8
4. Description:	Cisco Meraki MR16
4. Manufacturer ID #:	Q2DD-TD6F-ALMX, Q2DD-5N89-YBWF, Q2DD-Z765-6Y72, Q2DD-T5G5-8F8V, Q2DD-B96L-4YHN, Q2DD-LBTC-L784, Q2DD-N8R7-GMHK, Q2DD-25DK-XARX
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Cisco Meraki MR18
5. Manufacturer ID #	Q2GD-BY6D-R37Y
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Information Systems

Asset Status Change

Asset Status Change

Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	Information Systems
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 4/14/2021 1:42 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-04-27T20:19:25Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 790
1. Manufacturer ID #:	7D3XLS1
1. Oracle Asset #:	58109
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7010
2. Manufacturer ID #:	GRMJM02
2. Oracle Asset #:	RETIRED
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	6
3. Description:	Dell Monitors
3. Manufacturer ID #:	n/a
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	HP LaserJet Pro P4015n
4. Manufacturer ID #:	CNDY420755
4. Oracle Asset #:	52472
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Server Rack - no labels on it
5. Manufacturer ID #	n/a
5. Condition of Assets	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	Information Systems
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 4/27/2021 3:26 PM

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-04-27T21:30:08Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	11
1. Description:	Dell Latitude E6540
1. Manufacturer ID #:	GM1BN12 39T5N32 354LL12 D6P5Q12 7BT5N32 JY2YM12 6D17M32 7P2YM12 BN0YM12 G43YM12 1VYRM12
1. Oracle Asset #:	NOT FOUND, RETIRED, RETIRED, RETIRED, RETIRED, NOT FOUND, RETIRED, RETIRED, RETIRED, RETIRED, RETIRED
1. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	Information Systems
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 4/28/2021 7:14 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-05-07T13:53:50Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	10
1. Description:	boxes of 50 each (500 total) - Omnikey
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	6
2. Description:	boxes misc cables
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5289
3. Manufacturer ID #:	b6vmbh2
3. Oracle Asset #:	193718
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	3
4. Description:	Microsoft Surface Pro 512GB - covid loaners
4. Manufacturer ID #:	#030963753053 #072743542753 #04214551953
4. Oracle Asset #:	RETIRED, NOT FOUND IN ORACLE, NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	Information Systems
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 5/7/2021 9:35 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 27-05-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MS Surface Pro 512GB
1. Manufacturer ID #:	076509144153
1. Oracle Asset #:	RETIRED
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	3
2. Description:	Dell Latitude E5540
2. Manufacturer ID #:	6D7NK12, 8V6NK12, GJ8NK12
2. Oracle Asset #:	116287, 116291, 116297
2. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Tamm 6/1/2021 7:23 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|maalcala@wilco.org - 05-04-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell CPU
1. Manufacturer ID #:	J3409Y1
1. Oracle Asset #:	71026
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude E6530
2. Manufacturer ID #:	H5LCNX1
2. Oracle Asset #:	71016
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	IBM Wheelwriter 3500 typewriter
3. Oracle Asset #:	33457
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Panasonic 7000 typewriter
4. Oracle Asset #:	31305
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	HP Laswer Jet 500 color
5. Manufacturer ID #	CNCCF5Q01W; CNBCD300Y4
5. Oracle Asset #	65615, 58098
5. Condition of Assets	Working
Transferring Dept.:	Justice of the Peace 3
Transferring Dept. Contact Person	Mary Alcala
Transferring Dept. Contact Ph#:	512-943-1505
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Mary Alcala 4/5/2021 4:22 PM

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|maalcala@wilco.org - 05-04-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	Symbol hand scanner
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	6
2. Description:	misc office equipment
2. Condition of Assets:	Unknown
Transferring Dept.:	Justice of the Peace 3
Transferring Dept. Contact Person	Mary Alcala
Transferring Dept. Contact Ph#:	512-943-1505
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Mary Alcala 4/5/2021 4:24 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|maalcala@wilco.org - 05-04-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell OptiPlex 7010
1. Manufacturer ID #:	5L5PN22
1. Oracle Asset #:	95196
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	Dell OptiPlex 7010
2. Manufacturer ID #:	4097S22; 4097S22; 6P8B8Y1; CVV69Y1;
2. Oracle Asset #:	115340, DUPLICATE, 71080, 71071
2. Condition of Assets:	Working
3. Quantity (Mandatory):	12
3. Description:	Dell OptiPlex 7020
3. Manufacturer ID #:	1WVTC42; 1WWNC42; 1WWPC42; 1WWQC42; 1WXPC42; 1WXQC42; 1WXRC42; 1WXSC42; 1WWRC42; 1WWSC42; 1WWTC42; 1WXNC42;
3. Oracle Asset #:	121282, 121283, 121284, 121285, 121294, 121287, 121288, 121289, 121286, 121290, 121291, 121293
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell OptiPlex All in One
4. Manufacturer ID #:	GQGRJ02
4. Oracle Asset #:	80145
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	Dell Latitude 5580
5. Manufacturer ID #	3GJR4MZ; 7VBR4M2
5. Oracle Asset #	202711, 202712
5. Condition of Assets	Working
Transferring Dept.:	Justice of the Peace 3

Asset Status Change

Asset Status Change

Transferring Dept. Contact Person	Mary Alcala
Transferring Dept. Contact Ph#:	512-943-1505
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Mary Alcala 4/5/2021 4:02 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-04-14T18:47:41Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Fujitsu Scanner - fi-7180 - #5277
1. Manufacturer ID #:	A20DC10863
1. Oracle Asset #:	190682
1. Condition of Assets:	Non-Working
Transferring Dept.:	Justice of the Peace 4
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jessica Tiedt 4/14/2021 2:28 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	Jeanne Williby,2021-04-26T17:41:48Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	28
1. Description:	5.11 Womens & Mens Uniform Pants
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Pullover Sweater
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Womens SS Polo shirt
3. Condition of Assets:	Working
4. Quantity (Mandatory):	5
4. Description:	Womens Uniform Blouse
4. Condition of Assets:	Working
5. Quantity (Mandatory):	6
5. Description	Womens Uniform Slacks, Jacket and Cross tie (7)
5. Condition of Assets	Working
Transferring Dept.:	Mobile Outreach
Transferring Dept. Contact Person	Jeanne Williby
Transferring Dept. Contact Ph#:	Mobile Outreach
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jeanne Williby 4/26/2021 2:46 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|lauren.savelle@wilco.org - 31-03-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	GE Stove/Oven
1. Manufacturer ID #:	FZ159777P
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Lauren Savelle
Transferring Dept. Contact Ph#:	256-975-7820
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Benita Bonner 5/11/2021 3:56 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	Starla Hall,2021-05-06T14:46:19Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Latitude E6520 Laptop
1. Manufacturer ID #:	9VR23Q1
1. Oracle Asset #:	57328
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	OptiPlex 7010 Desktop
2. Manufacturer ID #:	DWPP842
2. Oracle Asset #:	117273
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	OptiPlex 7010 Desktop
3. Manufacturer ID #:	DWNS842
3. Oracle Asset #:	117274
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	OptiPlex 7050 Desktop
4. Manufacturer ID #:	568QXM2
4. Oracle Asset #:	205684
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	OptiPlex 7010 Desktop
5. Manufacturer ID #	36RQZ12
5. Oracle Asset #	92237
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ James D. Carmona 5/6/2021 10:31 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-05-07T13:47:40Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Dell Latitude E5570
1. Manufacturer ID #:	dwct2g2 9pct2g2 d66t2g2
1. Oracle Asset #:	186676, 186682, 186681
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude E6520
2. Manufacturer ID #:	j3g23q1
2. Oracle Asset #:	57338
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	Dell Latitude E6540
3. Manufacturer ID #:	7gy7l12 8djkxz1
3. Oracle Asset #:	117258, 83239
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Apple ipad - A1822
4. Manufacturer ID #:	GCKVFDTVHLF9
4. Oracle Asset #:	200740
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	2
5. Description	Dell Monitors
5. Manufacturer ID #	n/a
5. Oracle Asset #	N/A
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Julie Schultz

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Ken Evans 5/7/2021 12:35 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	Mary Johnson,2021-05-07T17:45:08Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Desktop - Optiplex 798
1. Manufacturer ID #:	8ZZK1R1
1. Oracle Asset #:	56688
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Monitor
2. Manufacturer ID #:	CN-OPM372-72872-7C3-2R2I
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Monitor
3. Manufacturer ID #:	No S/N or service tag number
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Monitor
4. Manufacturer ID #:	CN-OYTPD9-74261-57K-1L1L
4. Oracle Asset #:	N/A
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Latitude E6530
5. Manufacturer ID #	J6JY8W1
5. Oracle Asset #	65252
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 5/11/2021 11:35 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	Starla Hall,2021-05-06T15:24:47Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OptiPlex
1. Manufacturer ID #:	QN4KR 29CDT; 27HVR 72FBB; X4R9F
1. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James D. Carmona 5/6/2021 10:32 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-05-07T13:49:54Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 5040
1. Manufacturer ID #:	231GCH2
1. Oracle Asset #:	177579
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7010
2. Manufacturer ID #:	1PY2BZ1
2. Oracle Asset #:	77193
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex 7020
3. Manufacturer ID #:	6GJXB42
3. Oracle Asset #:	119358
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Optiplex 7040
4. Manufacturer ID #:	CJJZ282
4. Oracle Asset #:	151365
4. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Ken Evans 5/7/2021 12:36 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-04-27T19:11:41Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	23
1. Description:	Panasonic Toughbook CF-31
1. Manufacturer ID #:	4DTYA03298 4DTYA03073 7LKKB32673 4GTYA19472 4DTYA03292 4DTYA02987 4DTYA02975 4DTYA03243 4DTYA02924 4DTYA03155 4DTYA03143 4DTYA03087 4DTYA03182 4DTYA03038 4DTYA03180 7BKSA06730 4DTYA02962 4DTYA03172 4DTYA03047 4DTYA03171 4GTYA19877 4DTYA03057 4DTYA03059
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	23
2. Description:	Panasonic Toughbook CF-31
2. Manufacturer ID #:	4DTYA03239 4DTYA03259 4DTYA03162 5AKYA12939 4DTYA03167 4DTYA03090 4GTSA19844 4DTYA03103 4DTYA03208 4DTYA03152 4DTYA03063 4GTYA19512 4GTYA19861 4DTYA03187 4DTYA03066 7LKKB32680 4DTYA03056 7AKSA02631 4DTYA03220 4DTYA03260 4DTYA03053 4DTYA03094 4DTYA02976
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	6
3. Description:	Panasonic Toughbook CF-31
3. Manufacturer ID #:	4GTYA19552 4DTYA03301 4DTYA03102 7EKKA15591 4DTYA03236 4DTYA03195
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Ken Evans 4/27/2021 3:58 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	Starla Hall,2021-05-06T14:59:40Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OptiPlex 7010 Desktop
1. Manufacturer ID #:	36QTZ12
1. Oracle Asset #:	92235
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	OptiPlex 7040 Desktop
2. Manufacturer ID #:	HJHYDB2
2. Oracle Asset #:	153338
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	OptiPlex 7020 Desktop
3. Manufacturer ID #:	6BXJD42
3. Oracle Asset #:	121308
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	OptiPlex 7010 Desktop
4. Manufacturer ID #:	4NDDQW1
4. Oracle Asset #:	65238
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	OptiPlex 7020 Desktop
5. Manufacturer ID #	366NB42
5. Oracle Asset #	119328
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ James D. Carmona 5/6/2021 10:31 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-05-07T13:44:20Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Inspiron 15
1. Manufacturer ID #:	gpcq1c2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Dell Latitude 5289
2. Manufacturer ID #:	fpgt8h2 25ys9h2
2. Oracle Asset #:	189709, 189708
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	Dell Latitude 5580
3. Manufacturer ID #:	2ytvzf2 dpjxgh2
3. Oracle Asset #:	189678, 200776
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude D630
4. Manufacturer ID #:	3NGMZD1
4. Oracle Asset #:	ALREADY RETIRED
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Latitude E5400
5. Manufacturer ID #	DNYJXG1
5. Oracle Asset #	ALREADY RETIRED
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Julie Schultz

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Ken Evans 5/7/2021 12:34 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	Starla Hall,2021-05-10T19:42:06Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Computer monitor
1. Oracle Asset #:	N/A
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	OptiPlex 7050
2. Manufacturer ID #:	83XNBM2
2. Oracle Asset #:	204756
2. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ James D. Carmona 5/10/2021 3:54 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	Mary Johnson,2021-05-07T17:46:34Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Laptop Docking Station
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Monitor Soundbar
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Black 4 Drawer Lateral file cabinet
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 5/11/2021 11:34 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-05-07T13:40:44Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	11
1. Description:	Panasonic Toughbook CF-31
1. Manufacturer ID #:	4DTYA03238 4DTYA02966 4DTYA03177 7LKKB32663 4GTYA19785 7BKSA06728 4DTYA03192 5IKYA41980 4DTYA03085 4DTYA03242 4DTYA03247
1. Oracle Asset #:	86348, 86274, 86334, 204719, 93209, 183653, 86338, NOT FOUND, NOT FOUND, 86351, 86353
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Panasonic Toughbook CF-53
2. Manufacturer ID #:	4GTYA20570 4GTYA20576
2. Oracle Asset #:	RETIRED, RETIRED
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	5
3. Description:	Panasonic Port Replicators - for CF-31s
3. Manufacturer ID #:	n/a
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Panasonic Cradle Station - for CF-31
4. Manufacturer ID #:	n/a
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	3
5. Description	Boxes of cables, mice/keyboard, misc
5. Manufacturer ID #	n/a
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Offic./Dept.	

Asset Status Change

Asset Status Change

Head/AuthStaff Signature:	✔ Ken Evans 5/12/2021 4:08 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/8/2021
Agenda Item:	26596

Asset Status Change

Commissioners Court - Regular Session **12.**

Meeting Date: 06/08/2021

Asset for Destruction Monthly Report 6.8.21

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 05/01/2021 through 05/31/2021.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets For Destruction 6.8.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/03/2021 09:43 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 10:11 AM
Form Started By: Mary Watson		Started On: 05/10/2021 02:23 PM
Final Approval Date: 06/03/2021		

SO Vehicle Transport Plastic Seats		50	Auction
Couch		2	Auction
Taser X26E - Asset No. 39172	X00-000348	1	Constable 1
Taser X26E - Asset No. 39753	X00-052993	1	Constable 1
Taser X26E - Asset No. 39755	X00-058868	1	Constable 1
Taser X26E - Asset No. 44235	X00-267306	1	Constable 1
Taser X26E - Asset No 44965	X00-315281	1	Constable 1
ABA Xtrme HP 02 IIIA - Asset No 120279		1	Constable 1
ABA Extreme HP-Level IIIA Asset No. 56654	9700137098/100	1	Constable 1
ABA Extreme HP-Level IIIA- Asset No. 57622	04064032/04064031	1	Constable 1
Taser X26E - Asset No. 53348	X00-521339	1	Constable 1
Taser X26E - Asset No. 53349	X00-521381	1	Constable 1
Taser X26E - Asset No. 65865	X00-720446	1	Constable 1
Taser X26E - Unknown Asset No.	X00-129681	1	Constable 1
Taser X26E - Unknown Asset No.	X00-161326	1	Constable 1
Toshiba TV 27A32	8385172974B, 8385175227B	2	Juvenile Services
Toshiba DVD/VHS SD-V29OU	ED13209560	1	Juvenile Services
Seike Flat TV SE50FY19A	50COMOB517SA00133	1	Juvenile Services
Viso Flat TV D50-D1	LTMWTQFS4551759	1	Juvenile Services
Mens LS & SS Polos, Patches cut off. Shirt destroyed		1	Mobile Outreach
Womens SS Polos, Pathes cut off, Shirt destroyed		12	Mobile Outreach
Fleece zip up jacket, embroidered patch unable to remove		1	Mobile Outreach
Jacket, embroidered patch, unable to remove		2	Mobile Outreach

Asset Status Change

Title:	Julie Schultz,2021-04-27T16:48:22Z
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Couch
1. Condition of Assets:	Non-Working
Transferring Dept.:	Auction
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	Auction
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 4/27/2021 1:56 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-04-27T16:47:16Z
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	50
1. Description:	SO Vehicle Transport Plastic Seats
1. Condition of Assets:	Non-Working
Transferring Dept.:	Auction
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	Auction
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 4/27/2021 1:55 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	Patrick Youngren,2021-05-20T13:56:10Z
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Taser X26E - Asset No 53348
1. Manufacturer ID #:	X00-521339
1. Oracle Asset #:	53348
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Taser X26E - Asset No 53349
2. Manufacturer ID #:	X00-521381
2. Oracle Asset #:	53349
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Taser X26E - Asset No 65865
3. Manufacturer ID #:	X00-720446
3. Oracle Asset #:	65865
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Taser X26E - UNKNOWN ASSET NO.
4. Manufacturer ID #:	X00-129681
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Taser X26E - UNKNOWN ASSET NO.
5. Manufacturer ID #	X00-161326
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	Constables 1
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Patrick Youngren 5/20/2021 8:56 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Destruction
Court Date:	6/8/2021
Agenda Item:	26597

Asset Status Change

Asset Status Change

Title:	Patrick Youngren,2021-05-18T19:47:32Z
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	ABA XTRME HP 02 IIIA - ASSET NO 120279
1. Manufacturer ID #:	UNKNOWN
1. Oracle Asset #:	120279
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	ABA EXTREME HP-LEVEL IIIA- ASSET NO. 56654
2. Manufacturer ID #:	9700137098/100
2. Oracle Asset #:	56654
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	ABA EXTREME HP-LEVEL IIIA- ASSET NO 57622
3. Manufacturer ID #:	04064032/04064031
3. Oracle Asset #:	57622
3. Condition of Assets:	Non-Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	Constables 1
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Patrick Youngren 5/18/2021 2:47 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	6/8/2021
Agenda Item:	26597

Asset Status Change

Asset Status Change

Title:	Patrick Youngren,2021-05-20T13:49:29Z
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Taser X26E - Asset No. 39172
1. Manufacturer ID #:	SN X00-000348
1. Oracle Asset #:	39172
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Taser X26E - Asset No. 39753
2. Manufacturer ID #:	SN X00-052993
2. Oracle Asset #:	39753
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Taser X26E - Asset No 39755
3. Manufacturer ID #:	SN X00-058868
3. Oracle Asset #:	39755
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Taser X26E - Asset No 44235
4. Manufacturer ID #:	X00-267306
4. Oracle Asset #:	44235
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Taser X26E - Asset No 44965
5. Manufacturer ID #	X00-315281
5. Oracle Asset #	44965
5. Condition of Assets	Unknown
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	Constables 1
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Patrick Youngren 5/20/2021 8:49 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Destruction
Court Date:	6/8/2021
Agenda Item:	26597

Asset Status Change

Asset Status Change

Title:	Roberto Lopez,2021-05-14T16:23:58Z
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Toshiba TV 27A32
1. Manufacturer ID #:	8385172974B; 8385175227B
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Toshiba DVD/VHS SD-V29OU
2. Manufacturer ID #:	ED13209560
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Seiki Flat TV SE50FY19A
3. Manufacturer ID #:	50COMOB517SA00133
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Visio Flat TV D50-D1
4. Manufacturer ID #:	LTMWTQFS4551759
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Non-Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ John Pelczar 5/25/2021 2:16 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗

Asset Status Change

Asset Status Change

Purchasing Final Determination	Destruction
Court Date:	6/8/2021
Agenda Item:	26597

Asset Status Change

Asset Status Change

Title:	Jeanne Williby,2021-04-26T17:40:23Z
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Mens LS & SS Polos , Patches cut off. Shirt destroyed
2. Quantity (Mandatory)::	12
2. Description:	Womens SS Polos , Patches cut off. Shirt destroyed
3. Quantity (Mandatory):	1
3. Description:	Fleece zip up Jacket, embroidered patch. unable to remove
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	2
4. Description:	Jacket, embroidered patch. unable to remove
4. Condition of Assets:	Non-Working
Transferring Dept.:	Mobile Outreach
Transferring Dept. Contact Person	Jeanne Williby
Transferring Dept. Contact Ph#:	Mobile Outreach
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jeanne Williby 4/26/2021 2:41 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	6/8/2021

Asset Status Change

Commissioners Court - Regular Session **13.**

Meeting Date: 06/08/2021

Assets for Transfer Monthly Report 6.8.21

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 05/01/2021 through 05/31/2021.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer 6.8.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/03/2021 09:44 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 10:12 AM
Form Started By: Mary Watson		Started On: 05/10/2021 02:24 PM
Final Approval Date: 06/03/2021		

May 2021 **MONTHLY REPORT** **Court Date:** **6/8/2021**

Williamson County - Assets for Transfer

Agenda #: **26598**

Item	Serial Number	Quantity	FROM DEPT.	TO DEPT.
Dell Latitude 3500	FPX2MW2	1	Information Systems	County Auditor
Motorola Radio APX8500 Mobile	681CTV1617	1	Wireless Communicati	Fleet Services
Motorola Radio APX6000 Portable	481CTX0006	1	Wireless Communication	Constable 1
Motorola Radio APX8500 Mobile	681CTV1503	1	Wireless Communication	Constable 1
Motorola Radio APX8500 Mobile	681CTV1504	1	Wireless Communication	Constable 1
HP LaserJet 600 M602 Printer	CNCCG2S14M	1	Auction	CC at Law 1
Portable Fuel Dispenser	43465	1	Parks	RCS
Electronic projector screen w/Remote 5'x7'		1	Constable 1	Juvenile Services

Asset Status Change

Title:	Julie Schultz,2021-05-06T16:27:49Z
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP LaserJet 600 M602 Printer
1. Manufacturer ID #:	CNCCG2S14M
1. Oracle Asset #:	83237
1. Condition of Assets:	Working
Transferring Dept.:	Auction
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	Auction
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 5/7/2021 7:27 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Dept.	County Court at Law 1
Receiving Department Contact Person:	Brandy Hallford
Receiving Dept. Contact Ph#:	512-943-1203
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Brandy Hallford
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Brandy Hallford 5/10/2021 10:51 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	6/8/2021
Agenda Item:	26598

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|patrick.youngren@wilco.org - 26-05-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Electronic pojector screen w/ Remote. 5'x7'
1. Manufacturer ID #:	none
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	5122448658
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Patrick Youngren 5/26/2021 3:31 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Juvenile Services
Receiving Department Contact Person:	Roberto Lopez
Receiving Dept. Contact Ph#:	943-1960
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Roberto Lopez
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ John Pelczar 5/26/2021 4:50 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	6/8/2021
Agenda Item:	26598

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-04-27T19:59:47Z
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 3500
1. Manufacturer ID #:	FPX2MW2
1. Condition of Assets:	Working
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	Information Systems
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Kiley 4/27/2021 3:21 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✖
Receiving Dept.	County Auditor
Receiving Department Contact Person:	Julie Kiley
Receiving Dept. Contact Ph#:	512-943-1552
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Julie Kiley
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Internal Department Transfer
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	Lauren Savelle,2021-05-06T17:52:12Z
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Portable Fuel dispenser
1. Manufacturer ID #:	043465
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Lauren Savelle
Transferring Dept. Contact Ph#:	2569757820
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Keith Geer 5/11/2021 4:32 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	RCS
Receiving Department Contact Person:	Thomas Piche
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Thomas Piche 5/17/2021 10:16 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	6/8/2021
Agenda Item:	26598

Asset Status Change

Asset Status Change

Title:	Paul Swisher,2021-03-16T14:08:54Z
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	Motorola Radio APX6000 Portable
1. Manufacturer ID #:	481CTX0006
1. Oracle Asset #:	214062
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Motorola Radio APX8500 Mobile
2. Manufacturer ID #:	681CTV1503
2. Oracle Asset #:	214300
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Motorola Radio APX8500 Mobile
3. Manufacturer ID #:	681CTV1504
3. Oracle Asset #:	214301
3. Condition of Assets:	Working
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Paul Swisher
Transferring Dept. Contact Ph#:	5129433695
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Thomas Piche 3/29/2021 9:08 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✖
Receiving Dept.	Constables 1
Receiving Department Contact Person:	Patrick Youngren
Receiving Dept. Contact Ph#:	patrick.youngren@wilco.org
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Patrick Youngren
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Patrick Youngren 3/16/2021 9:51 AM

Asset Status Change

Asset Status Change

Purchasing Final Determination	Internal Department Transfer
Court Date:	6/8/2021

Asset Status Change

Asset Status Change

Title:	Paul Swisher,2021-03-29T14:03:34Z
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Motorola Radio APX8500 Mobile
1. Manufacturer ID #:	681CTV1617
1. Oracle Asset #:	214315
1. Condition of Assets:	Working
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Paul Swisher
Transferring Dept. Contact Ph#:	512-943-3695
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Thomas Piche 3/29/2021 9:09 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.:	✘
Receiving Dept.	Fleet Services
Receiving Department Contact Person:	Ed Pospisil
Receiving Dept. Contact Ph#:	512-943-3343
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Kevin Teller
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Kevin Teller 4/12/2021 2:49 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	6/8/2021

Asset Status Change

Commissioners Court - Regular Session **14.**

Meeting Date: 06/08/2021

V/E Assets for Trade-In 6.8.21

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 Trade-In including Three (3) 2013 Ford F-450s, One (1) 2014 Ford F-450, One (1) 2016 Ford F-450, Three (3) 2013 Wheeled Coaches, One (1) 2014 Wheeled Coach and One (1) 2016 Wheeled Coach, 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

Attachments

V/E Assets for Trade-In 6.8.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/03/2021 10:04 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 10:12 AM
Form Started By: Mary Watson		Started On: 05/10/2021 02:25 PM
Final Approval Date: 06/03/2021		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	1FDUF4GT8DEA81177
Equipment/Door Number	ET1365
License Plate	116-5665
Year	2013
Make	Ford
Model	F-450
Comments (mileage, mechanical issues, other info)	Trade in.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Mike Knipstein 5/25/2021 10:03 AM
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Unit to be traded in, Ambulance box 8092WC is attached to this unit
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/25/2021 10:37 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 5/25/2021 10:44 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 5/28/2021 2:23 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 5/28/2021 2:27 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	291010
Equipment/Door Number	8092WC
License Plate	NA
Year	2013
Make	Wheeled Coach
Model	Ambulance module attached to ET1365
Comments (mileage, mechanical issues, other info)	Ambulance module attached to ET1365.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Mike Knipstein 5/25/2021 10:04 AM
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Attached to ET1365, to be traded in
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/25/2021 10:41 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 5/25/2021 10:44 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 5/28/2021 2:21 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 5/28/2021 2:25 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	1FDUF4GT1DEA81179
Equipment/Door Number	ET1368
License Plate	116-5713
Year	2013
Make	Ford
Model	F-450
Comments (mileage, mechanical issues, other info)	Trade in.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Mike Knipstein 5/25/2021 10:01 AM
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Unit to be traded in. Ambulance box 8093WC is attached to this unit
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/25/2021 10:32 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 5/25/2021 10:43 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 5/28/2021 2:30 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 5/28/2021 2:32 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	1FDUF4GT0DEA93632
Equipment/Door Number	ET1363
License Plate	116-5658
Year	2013
Make	Ford
Model	F-450
Comments (mileage, mechanical issues, other info)	Trade in.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Mike Knipstein 5/25/2021 9:59 AM
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Unit to be traded in. Ambulanace box 8363WC is attached to this unit
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/25/2021 10:28 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 5/25/2021 10:22 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 5/28/2021 2:40 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 5/28/2021 2:48 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	291012
Equipment/Door Number	8093WC
License Plate	NA
Year	2013
Make	Wheeled Coach
Model	Ambulance module attached to ET1368
Comments (mileage, mechanical issues, other info)	Ambualnce moduel attached to ET1368.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Mike Knipstein 5/25/2021 10:02 AM
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Attached to ET1368, to be traded in
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/25/2021 10:34 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 5/25/2021 10:44 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 5/28/2021 2:26 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 5/28/2021 2:29 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	331039
Equipment/Door Number	8363WC
License Plate	NA
Year	2013
Make	Wheeled Coach
Model	Ambulance module
Comments (mileage, mechanical issues, other info)	Ambulance module attached to ET1363
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Mike Knipstein 5/25/2021 10:00 AM
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Attached to ET1363, to be traded in
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/25/2021 10:29 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 5/25/2021 10:23 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 5/28/2021 2:36 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 5/28/2021 2:46 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	1FDUF4GT7FEA77608
Equipment/Door Number	ET1495
License Plate	118-9610
Year	2014
Make	Ford
Model	F-450
Comments (mileage, mechanical issues, other info)	Trade in.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Mike Knipstein 5/25/2021 10:05 AM
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Unit to be traded in, Ambulance box 8495WC is attached to this unit
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/25/2021 10:45 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 5/25/2021 10:46 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 5/28/2021 2:15 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 5/28/2021 2:22 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	351014
Equipment/Door Number	8495WC
License Plate	NA
Year	2014
Make	Wheeled Coach
Model	Ambulance module attached to ET1495
Comments (mileage, mechanical issues, other info)	Ambluance module attached to ET1495.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Mike Knipstein 5/25/2021 10:06 AM
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Attached to ET1495, to be traded in
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/25/2021 10:46 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 5/25/2021 11:50 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 5/28/2021 2:13 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 5/28/2021 2:19 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	361185
Equipment/Door Number	8604WC
License Plate	NA
Year	2016
Make	Wheeled Coach
Model	Ambulance module attached to ET1604
Comments (mileage, mechanical issues, other info)	Ambulance module attached to ET1604.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Mike Knipstein 5/25/2021 10:10 AM
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Attached to ET1604, to be traded in
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/25/2021 10:52 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 5/25/2021 11:51 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 5/28/2021 1:17 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 5/28/2021 1:56 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	1FDUF4GT4GEB56137
Equipment/Door Number	ET1604
License Plate	132-6829
Year	2016
Make	Ford
Model	F-450
Comments (mileage, mechanical issues, other info)	Trade in.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Mike Knipstein 5/25/2021 10:07 AM
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Unit to be traded in, Ambulance box 8604WC is attached to this unit
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/25/2021 10:51 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 5/25/2021 11:50 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 5/28/2021 2:12 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 5/28/2021 2:15 PM

Commissioners Court - Regular Session **15.**

Meeting Date: 06/08/2021

V/E Assets for Auction 6.8.21

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) 2003 Wells Cargo Trailer, One (1) 2012 Work N Tow enclosed trailer and One (1) 2014 Chevrolet Tahoe, 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

Attachments

V/E Assets for Auction 6.8.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/03/2021 10:13 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 10:14 AM
Form Started By: Mary Watson		Started On: 05/10/2021 02:26 PM
Final Approval Date: 06/03/2021		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	542 - Hazmat
County VIN/Serial Number	1WC200L2832048969
Equipment/Door Number	ZF0331
License Plate	9065128
Year	2003
Make	Wells Cargo
Model	Trailer
Comments (mileage, mechanical issues, other info)	Has a Honda gas Generator but it leaks oil bad when running.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Michael Wofford 5/14/2021 8:56 AM
Receiving Department Signature2	✗
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 5/14/2021 9:20 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 5/14/2021 10:31 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 5/28/2021 2:55 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 5/28/2021 3:00 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	542 - Hazmat
County VIN/Serial Number	5NHUWT729CY014782
Equipment/Door Number	ZF1202
License Plate	9048263
Year	2012
Make	Work N Tow
Model	TXWEWT817TA3 Enclosed Trailer
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Michael Wofford 5/21/2021 2:12 PM
Receiving Department Signature2	✗
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 5/21/2021 2:21 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 5/26/2021 12:55 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 5/28/2021 12:10 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 5/28/2021 2:00 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E06ER216096
Equipment/Door Number	SB1444
License Plate	DMT1598
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	111,595 mi
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Pat Erickson 5/28/2021 2:33 PM
Receiving Department Signature2	✗
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 5/10/2021 12:40 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 5/10/2021 9:11 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 5/28/2021 2:57 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 5/28/2021 3:02 PM

Commissioners Court - Regular Session **16.**

Meeting Date: 06/08/2021

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	06/03/2021 09:26 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 09:29 AM
Form Started By: Kayla Marek		Started On: 06/02/2021 05:24 PM
Final Approval Date: 06/03/2021		

Department	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Extension Service	Extension Agent.AG3..	14916	$32,141.72	1.56%	$500.00	MERIT	11-Jun-21
Extension Service	Extension Agent.AG5..	14620	$32,141.72	1.56%	$500.00	MERIT	11-Jun-21
Extension Service	Extension Agent.AG2..	15168	$18,996.38	2.63%	$500.00	MERIT	11-Jun-21
	Not in GF Budget - No LIT				$1,500.00		
Juvenile Services	Sr Administrative Spec.1173.001100.	15403	$35,548.47	2.27%	$808.46	MERIT	11-Jun-21

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0576	001100	808.46	
01	0100	0576	001130		808.46

Commissioners Court - Regular Session **17.**

Meeting Date: 06/08/2021

2nd Chance University Agreement with Juvenile Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement for software between Williamson County and 2nd Chance University in the amount of $4,750.00 and authorizing execution of the agreement.

Background

Approval of this purchase will support the operations of the Juvenile Services Educational Department. The fee of $4,750.00 is for a cloud based computer software for the education curriculum, Alternative to Incarceration. The department contact is Leisa Jones. The line item funding source is 01.0100.0576.003011.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2nd Change University Agreement 6.8.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/03/2021 08:56 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 09:18 AM
Form Started By: Mary Watson		Started On: 05/20/2021 04:06 PM
Final Approval Date: 06/03/2021		

2ND CHANCE UNIVERSITY

EVIDENCE BASED * REDUCE RECIDIVISM TOGETHER * THE RIGHT PATH

Every Hope is Worth Saving

2ndChanceUniversity.org 407-878-0474 DHuffman@2ndChanceUniversity.org

User Licensing Agreement

This License Agreement is made on May 21st, by and between **2nd Chance University** (Owner) and **Williamson County Juvenile Justice** (User).

The Parties agree as follows:

1. **License**. Owner hereby grants to User an exclusive license to use the following items:
   - Williamson County Juvenile Justice / Alt. to Incarceration

2. **Consideration**. As consideration for the license granted and described in this agreement, User shall pay to Owner at discounted fees:
   - 35 participants at a discounted rate of $100 per participant, discounted rate equating to $3,500 appliable through 2021.
     - Participant discount of 66% applicable throughout 2021 and will not be applicable after year's end and will revert to individual participant rate of $300 as of January 01, 2022).
   - 5 case manager/administrator usage at $250 per, equating to $1,250.
   - Total payment amount: $4,750

3. **Package Inclusion**:
   Student:
   - Student courseware access for up to 12 months upon registration

   Case Manager and Administration Staff (supplied by User):
   - Incoming (new) users will be registered by 2nd Chance University; list provided by user. List must include student name and active email address
   - Training and continued assistance provided by 2nd Chance University
   - Access to review and respond to students' progress
   - Access to the following reports performed/provided by 2nd Chance University:
   - Weekly, Monthly, Quarterly, Annual reports include:
     - Active users / Users at risk / Users who have not enrolled for over 2 months
     - Student status / progress
     - CHE Quotient presented upon student graduation

4. **Ownership**. User agrees 2nd Chance University is and will remain the sole and exclusive owner of all right, title, interest, and copies of the Licensed material.

* Additional considerations include...

- No Waiver of Sovereign Immunity or Powers: Nothing in this license agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee or Williamson County.

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

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

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

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

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

The parties have entered into this Agreement as of the Effective Date: _____

Danny Huffman _____ Date Signed: 5-20-21

Danny Huffman
President, 2nd Chance University

_____ Date Signed: _____

Judge Bill Gravell
Williamson County

Commissioners Court - Regular Session **18.**

Meeting Date: 06/08/2021

Elections Asset Management System Tenex

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Tenex Software Solutions, Inc. and Williamson County for an asset tracking and inventory management system for the Elections Department in the amount of $24,000, and authorizing execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Elections Department. Three quotes were obtained for this purchase. Agreement is attached outlining the annual costs for this service to include the software license and virtual training. Agreement is for four years with an option to renew for two additional years. This expenditure will be charged to 01.0100.0492.005711. Department contact is Chris Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/03/2021 10:52 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 11:27 AM
Form Started By: Erica Smith		Started On: 05/24/2021 09:12 AM
Final Approval Date: 06/03/2021		

Tenex Software Solutions, Inc.

Election AIM

Tenex Software Solutions, Inc.

SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

This contract ("Agreement") is entered into on this ____ day of May, 2021 (the "Effective Date") by and between Tenex Software Solutions, Inc., a Florida corporation, having its principal place of business at 5021 W. Laurel St., Tampa, Florida 33607 ("Tenex" "Vendor" or "Company"), and Williamson County, Texas ("Customer"), and governs the provision of the Election AIM Solution (the "Solution" as defined herein) by Tenex to Customer, and the use of the System (as defined below) by Customer, together with related services provided by Tenex to Customer, all in accordance with its terms. For convenience, Tenex and Customer are sometimes referred to in the Contract Documents as "Parties".

1.0 DEFINITIONS

The following definitions will apply:

a. **System.** "System" means the individual modules or products that make up the system.
b. **Customer Data.** "Customer Data" means any of the customer's information, documents, or electronic files that are provided to Tenex including Election and/or Voter data.
c. **Service.** "Service" means Tenex's work product necessary for providing asset and inventory tracking and election related functions.
d. **Support.** "Support" means the ongoing services by Tenex to support & maintain the System as defined below.
e. **Solution.** "Solution" means the Election AIM system provided by Tenex, under the Agreement, inclusive of all Software and Service required to make the Election AIM system fully functional.
f. **Contract Documents.** "Contract Documents" means this Agreement, including all exhibits and attachments.
g. **Agreement.** "Agreement" shall mean this software purchase agreement document, including all exhibits and attachments hereto.
h. **Deliverables.** "Deliverables" shall mean any products furnished or services provided by or through Tenex under the Contract Documents.
i. **CAS.** "CAS" or "Custom Application Software" means custom software components of the Solution developed by Tenex and required to fulfill the specifications in the Contract Documents including, but not limited to, parametric instructions, program source statements, and customization of standard software components. CAS does not include software developed by other or third parties ("TPS").
j. **TPS.** "TPS" means the software components of the Solution other than CAS, including computer program, documentation, updates, and related material. Software developed by entities other than Tenex.
k. **Software.** "Software" means A collection of computer programs, codes or data used to direct the operation of a computer or iPad device, including any documentation giving instructions on how to use them, including CAS and TPS.
m. **Acceptance.** "Acceptance" means written acceptance of Deliverable(s) provided by Tenex under the Agreement following successful completion of acceptance testing of the Solution by Customer. Payment, progress payments, or partial use of the Solution by the Customer shall not constitute acceptance of Deliverables not furnished, implemented, or operating in accordance with the requirements of the Contract Documents.
o. **Contract Price.** "Contract Price" means the maximum price to be paid by Customer for all Deliverables to be rendered by or through Tenex under the Agreement for all Deliverables, including a fully implemented

and fully functioning Solution as described in the Contract Documents, together with the cost of the Warranty Period following Acceptance.

p. **Purchased Product.** "Purchased Product" means the complete solution Election AIM. The full features of the software for the purposes of this Agreement and license are outlined in section **2.0** of this Agreement and in the Contract Documents.

q. **Warranty Period.** "Warranty Period" means the 12-month period after Acceptance of the Solution by Customer during which period Tenex will correct any material deficiencies in the Solution or Deliverables at Tenex's expense.

r. **Prime Time Hours.** "Prime Time Hours" means any time during the 30 days prior to election day, election day, and 21 days after election day.

s. **Major Downtime.** "Major Downtime" means problem(s) with Election AIM or its components which significantly interfere with the functionality or reliability of its operations or intended purpose.

2.0 DELIVERABLES & DEADLINES

Tenex Software Solutions, Inc. shall perform the Services and provide the software ("Software") to Customer, according to a Project Schedule to be outlined at the outset of the project.

Tenex will implement Election AIM ("Software") for the Customer. Election AIM is an asset and inventory management solution that provides functionality for managing all equipment and supplies needed to run an election. Election AIM provides a powerful solution for tracking and reporting on all equipment and supplies and how it is used, distributed, and returned from each location. The Software consists of: web-hosting and storage provided on Amazon Cloud Server, remote support during implementation, remote training for administrative staff (20 hours included), and a web solution for managing, tracking and allocating equipment and supplies for an election.

Any delays in Tenex's performance caused by Customer third parties shall not constitute a breach of this Agreement by Tenex. Any delays in Customer's performance caused by Tenex Software Solutions, Inc. or third parties shall not constitute a breach of this Agreement by Customer.

3.0 SOFTWARE LICENSE AND SERVICE AGREEMENT

3.1 Use Rights

During the term and subject to the terms of this Agreement, Tenex hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right to permit Customer's Users to use the Solution and its Components for Customer's business purposes.

3.2 License and Use Restrictions

Customer shall not, directly, indirectly, alone or with another party, (i) copy, disassemble, reverse engineer, or decompile the System or its Components; (ii) modify, create derivative works based upon, or translate the System or its Components; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the System In any form to any other party, (iv) describe, show, tell, or explain any feature or portion of features or capabilities to any party including other vendors of Customer nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder. You acknowledge and agree that Tenex shall own all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the System and any suggestions, enhancement requests, feedback, recommendations, or other information provided by Customer.

3.3 Customer Data

Customer owns all right, title, and interest in the Customer Data. Customer hereby grants to Tenex, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify, and display the Customer Data solely for the purposes of the Customer's use of the System. Tenex shall not use the Customer Data except to improve the System and as necessary to perform its obligations set forth in this Agreement.

3.4 Security

Customer is solely responsible for maintaining the security of all usernames and passwords granted to it, for the security of its information systems used to access the System, and for its Users compliance with the terms of this Agreement. Tenex will act as though any electronic communications it receives under Customer's usernames have been sent by Customer. Customer will immediately notify Tenex if it becomes aware of any loss or theft or unauthorized use of any Customer's passwords or usernames. Tenex has the right at any time to terminate or suspend access to any Customer if Tenex believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the System or Tenex's network.

All performance under this Contract, shall be in accordance with the Customer's security requirements, policies, and procedures. Vendor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to Customer systems accessed in the performance of services in this Contract.

The Customer agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection, and security of proprietary software and other proprietary data.

4.0 SUPPORT

4.1 Updates

Tenex shall deliver Updates to the System that apply to the Customer's current edition at no additional charge. Only those Updates that apply to the Customer's current edition will be delivered automatically to the Customer at no additional charge.

4.2 Error Correction

Tenex shall use commercially reasonable efforts to correct all Errors or to provide a reasonable workaround as soon as is possible using its reasonable efforts during Tenex's normal business hours. Customer shall provide such access, information, and support as Tenex may reasonably require in the process of resolving any Error.

4.3 Support Exclusions

Tenex is not obligated to correct any Errors or provide any other support to the extent such Errors or need for support was created in whole or in part by: (i) the acts, omissions, negligence, or willful misconduct of the Customer, including any unauthorized modifications of the System or its operating environment; (ii) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Tenex's firewall.

5.0 OWNERSHIP OF PURCHASED PRODUCTS

5.1 Warranties

Tenex warrants and represents that it is, and on the date of the delivery of the Product shall be, the sole owner and copyright holder of the Purchased Product; that it has, and on the date of the delivery of the Purchased Product shall have, the full right and authority to grant this license; and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Company is a party or by which it is bound.

5.2 Deliverables

Title to all other Deliverables, such as training documentation, to be provided to Customer by or through Tenex as a part of this Agreement shall remain sole property of Tenex and should not be distributed, shared, or shown to any other party without written explicit permission from an authorized Tenex employee.

6.0 FEES, EXPENSES & PAYMENT

6.1 Project Fees

Customer agrees to pay the following fees for use of the Election AIM for **four** years with an option to renew for **two** additional years:

- **$24,000.** to be billed on the date this agreement commences (Effective Date). (Attachment A)
- **$24,000.** to be billed on the 1st year anniversary of the contract.
- **$24,000.** to be billed on the 2nd year anniversary of the contract.
- **$24,000.** to be billed on the 3rd year anniversary of the contract.

6.2 Expenses

Unless an expense is approved in advance by Customer, Tenex Software Solutions, Inc. shall be responsible for all expenses incurred while performing services under this Agreement.

6.3 Payment Terms

Customer will pay Tenex Software Solutions, Inc. as follows:

- Tenex Software Solutions, Inc. will submit an invoice annually at the beginning of the contract year. Payment will be due from Customer within 30 of receipt of invoice.

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

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

7.0 INTELLECTUAL PROPERTY

7.1 Intellectual Property Ownership

Tenex Software Solutions, Inc. owns the entire copyright, title, and interest in the following content ("Content"):

- Election AIM software, scripts used to create reports, data transformation utilities and monitoring modules used to keep track of the health of the system.

- All training materials and documentation provided to the customer.

Customer will secure all necessary rights to copyright, trademark, or other intellectual property to any materials it submits to Tenex Software Solutions, Inc. for use in the Services.

Nothing in this section will affect ownership of intellectual property created and owned by any entities not a party to this Agreement and not pursuant to an agreement with Tenex. Prior agreements for other products will not be affected by this agreement.

7.2 Warranty

Tenex Software Solutions, Inc. warrants that it has the rights and authority to grant all assignments and licenses granted by Tenex Software Solutions, Inc. in this Agreement.

7.3 Permitted Uses

Tenex grants to the Customer a non-exclusive license to use the Election AIM software for managing election equipment and supplies. Customer agrees to protect the intellectual and confidential property of Tenex unless Tenex provides a written waiver for the terms of this requirement.

8.0 TERM & TERMINATION

8.1 Term

The term of this Agreement shall commence on the Effective Date and shall automatically terminate **fours** year after the contract has commenced (Effective Date), Tenex has fulfilled their software as a service subscription agreement obligation, and payment of all Project Fees and Expenses as specified in this Agreement has been completed, unless otherwise extended by mutual written agreement or terminated in accordance with Section 8.2.

8.2 Termination

(a) Either party may terminate this Agreement effective immediately if the other party (i) commits any material breach or default of this Agreement; (ii) becomes the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code or state insolvency proceeding and such proceeding is not terminated within sixty (60) days of its commencement; or (iii) ceases to be actively engaged in business and has not assigned this Agreement.

(b) If this Agreement is terminated other than by reason of a material breach by Tenex, Tenex Software Solutions, Inc. shall be entitled to a pro-rated payment for work in progress based on the percentage of the Services then completed, as reasonably determined by Tenex.

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

9.0 CONTRACTOR RELATIONSHIP

Tenex Software Solutions, Inc. is an independent contractor, and neither Tenex Software Solutions, Inc. nor Tenex's employees or contract personnel are, or shall be deemed, Customer's employees. This Agreement does not create a partnership relationship. Neither Tenex Software Solutions, Inc. nor Customer has authority to enter into contracts on the other's behalf.

10.0 NON-SOLICITATIONS & CONFIDENTIAL INFORMATION

10.1 Non-solicitation

During, and for a period of one year after termination of this Agreement, Customer agrees not to solicit or recruit Tenex 's employees, contractors, or freelancers of which Customer becomes aware as a result of Tenex 's services for Customer.

10.2 Confidential Information

Tenex Software Solutions, Inc. and Customer agree not to use or disclose to any third party, either during or after the term of this Agreement, any proprietary or confidential information of the other party without the other party's consent.

Tenex Software Solutions, Inc. and Customer shall not be restricted in using any material, which is publicly available, already in their possession, or known to them, or which is rightfully obtained from sources other than the other party.

Proprietary or confidential information includes business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind owned by Tenex Software Solutions, Inc. or by Customer; and any information marked "Proprietary" or "Confidential."

11.0 WARRANTIES & REPRESENTATIONS

Tenex Software Solutions, Inc. warrants that it is able to complete the Services in a professional and timely manner; that any Project Deliverables shall be original, or all necessary permissions and releases obtained and paid for; and that any Project Deliverables shall not contain any false, misleading, libelous or unlawful matter.

Customer warrants that any material given by Customer to Tenex Software Solutions, Inc. for use in the Services under this Agreement shall be original or all necessary permissions and releases obtained and paid for; and that any such material shall not contain any false, misleading, libelous, or unlawful matter.

12.0 LIABILITY

12.1 Total Liability

In no event shall Tenex's aggregate liability for all cases or controversies arising out of the subject matter of this Agreement, whether in contract, tort or otherwise, exceed the aggregate payments actually received by Tenex Software Solutions, Inc. under this Agreement. In no event will Tenex Software Solutions, Inc. be liable to Customer or any third party for any special, incidental, or consequential damages or lost profits, whether based in breach of contract, tort (including negligence), product liability or otherwise, and whether or not Tenex Software Solutions, Inc. has been advised of the possibility of such damage.

12.2 Limitation of Remedies

Customer's exclusive remedy, and Tenex's sole liability for any case or controversy arising out of Tenex's failure to perform any of its obligations hereunder shall be to terminate this Agreement pursuant to Section 8.2 and receive a refund from Tenex Software Solutions, Inc. of the unearned portion of any fees paid with respect to the Services.

13.0 ADDITIONAL TERMS

13.1 Mediation:

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

13.2 Venue and Governing Law:

Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Client: Williamson County, Texas	Contractor: Tenex Software Solutions, Inc.
Signature:_____ Name:_____ Title:_____ Mailing Address:_____ _____ Date:_____	Signature: Ravi Kallem Name: Ravi Kallem Title: President Mailing Address: 5021 W. Laurel Street Tampa, FL 33607 [redacted] Date: 05/18/2021

Commissioners Court - Regular Session **19.**

Meeting Date: 06/08/2021

1903-305 renewal 2 for Medical Supplies for Williamson County Jail

Submitted For: Joy Simonton **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Contract #1903-305 Medical Supplies for Williamson County Jail, renewal option 2, for the term of July 1, 2021 - June 30, 2022, for the same pricing, terms and conditions as the existing contract, with the exception of, the items identified in Zhou Medical Solutions, LLC letter dated May 19, 2021, and notarized dated May 20, 2021, proposing economic price adjustment.

Background

The Sheriff's Office recommends renewal for this second and last renewal option available for this contract. The department point of contact is Abigail Dass. The Sheriff's Office provided a Vendor Performance Report (VPR) which states the vendor met all requirements on contract and recommends renewal for another term. The funding source for the requirement is under Medical Supplies, 0100.0570.003200.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1903-305 Williamson County Medical Supplies Bid Packet

1903-305 Williamson County Medical Supplies renewal option 1

1903-305 renewal 2 - vendor signed

Price change

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/03/2021 09:52 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 10:13 AM
Form Started By: Dianne West		Started On: 05/27/2021 01:19 PM
Final Approval Date: 06/03/2021		

Solicitation 1903-305

Medical Supplies for Williamson County Jail

Bid Designation: Public

Williamson County, Texas

Bid 1903-305
Medical Supplies for Williamson County Jail

Bid Number	1903-305
Bid Title	Medical Supplies for Williamson County Jail
Bid Start Date	In Held
Bid End Date	May 16, 2019 2:00:00 PM CDT
Question & Answer End Date	May 10, 2019 5:00:00 PM CDT
Bid Contact	Erica Smith Purchasing Specialist III 512-**943**-1554 erica.smith@wilco.org
Contract Duration	**12 months**
Contract Renewal	2 annual renewals
Prices Good for	**90 days**
Bid Comments	**Williamson County is soliciting bids for medical supplies for use by the Williamson County Jail.**

Item Response Form

Item	**1903-305--01-01 -** Please attach all documents to this line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Please attach all documents to this line.

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION NUMBER 1903-305
Medical Supplies for Williamson County Jail

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
May 16, 2019 2:00:00 PM CDT

PROPOSALS WILL BE PUBLICLY OPENED:
May 16, 2019 2:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  100 Wilco Way
  Suite P101
  Georgetown, TX 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMS AND SUBMISSION

2.1 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/Departments/Purchasing/Conflict-of-Interest

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package even if no conflict exists. Package may be deemed incomplete without this form.

2.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Bid and/or Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB. Additionally, the Bidder certifies that the Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

2.4 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.5 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.6 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids be submitted electronically through BidSync; however, Bidders can submit a hard copy. Please be aware that submitting bids electronically is a convenience to the bidder. **Williamson County takes no responsibility for any third-party system interruption potentially causing late delivery of bidder's submittal.**

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of an award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;

F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

3.11 REJECTION OR ACCEPTANCE.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

https://www.bidsync.com/bidsync-app-web/shared/shared/embeddedSearchResults.xhtml?srchoid_override=2025019&pastonly=1

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be

generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent's performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations

or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. Termination for Cause: The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. Termination for Convenience: The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder's agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work

only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement(s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
100 Wilco Way, Suite P101
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Submittal.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Bidder's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only an estimate; the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not

paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation, civil or criminal, or anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. Furthermore, the bidder certifies to the best of its knowledge and belief that within the last five (5) years Bidder or Bidder Related Entities have not: a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction; b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency; c. had any business license or professional license suspended or revoked; d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency. If Bidder cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made. The Commissioner's Court will determine whether a contract may be entered into with the Bidder. The Bidder's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Bidder shall have an obligation to immediately notify the Purchasing Department in writing if at any time during the term of the contract if becomes aware of any event which would cause the Bidder's certification or explanation to change. Bidder acknowledges that the Commissioner's Court may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Bid evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Bid of each Bid should be submitted.

1.2 Technical Contact

Commander Brian Loyd (or successor), Williamson County Sheriff's Office. 508 S. Rock St. Georgetown, Texas shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Bidder.

1.3 Contract Term

The Successful Bidder shall provide the goods and/or services described herein for an initial term of twelve (12) months, beginning July 7th, 2019 and ending July 6th, 2020.

1.4 Contract Extensions

At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. This extension will be in twelve (12) months increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same unless if requested by the successful bidder and approved be the Commissioners Court, a price escalation at renewal time is awarded of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the

latest index published one hundred and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extension will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the successful bidder may elect to terminate this agreement, with no additional liability to the County. The County and successful bidder agree that termination shall be the successful bidder's sole remedy under this circumstance.

1.5 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

1.6 Insurance Requirements

By signing its Bid, the Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Bidder's cost, insurance in accordance with this provision. Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following Location and should include the bid number and bid description:

Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Bidder and County.

Successful Bidder must comply with the following insurance requirements at all

times during this Contract:

A. Coverage Limits. Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Bidder, at Successful Bidder's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s)is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Successful Bidder shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Bidder further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Bidder is responsible, Successful Bidder shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over $50,000** in the Successful Bidder's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Successful Bidder shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Bidder shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Successful Bidder shall furnish County with a certification of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Bidder shall also notify County, within twenty-four (24)**

hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Successful Bidder, Successful Bidder shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.

Successful Bidder shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Bidder must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s), and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way, Suite P101
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Successful Bidder shall be borne solely by Successful Bidder, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

BID SPECIFICATIONS MEDICAL SUPPLIES

Prices are to be F.O.B. destination (freight included).

Delivery: Individual packages are to be shipped by UPS or FED EX.

Samples are to be provided upon request. Requested samples will be provided within five (5) days from date of request.

The County requires at least a one (1) year expiration date on those products with a limited shelf life.

Provide a catalog or a fact sheet (with pictures preferred) of all items bid. This will allow for positive identification of items bid. Please attach as an item in BidSync or mail a hard copy to the Purchasing Department before the bid closing date.

Where a brand name is shown, bid the brand name or equal. If substituting a different brand (or equal), identify the brand being bid, notate the product/order number to be used in ordering, and provide with bid a written description of the substituted product.

Notate on bid the product number, stock number, or catalog number to be used when product is ordered and indicate how product is shipped (each, dozen, box, case, etc.).

During the contract period if a product is discontinued, the county is to be notified immediately so substitutions or other arrangements can be made.

WILLIAMSON COUNTY JAIL – MEDICAL SUPPLIES:

Shipping Address:	Attn: Rebecca Espitia 306 West 4th Street Georgetown, TX 78626
Billing Address:	Attn: Abigail Dass 508 South Rock Street Georgetown, TX 78626
Point Of Contact:	Cmdr. Brian Loyd (512) 943-1691

Vendor should submit time-frame for receipt of goods to our facility once purchase order is received by vendor.

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
GENERAL MEDICAL SUPPLIES						
1	60,000 EA	4 X 4 NON-STERILE GAUZE 12-Ply				
2	50 BX	ALCOHOL PREP PADS MEDIUM 200 PACKS PER BOX				
3	20 BX	URINE CHEM STRIP - 10 TESTS (100-STRIPS)				
4	10, 000 EA	GRADUATED MEDICINE CUPS 1OZ PLASTIC DISPOSABLE				
5	5000 EA	SILENT KNIGHT PILL CRUSHER POUCH 50 PACK				
DIABETIC SUPPLIES						
6	10 EA	GLUCOMETER KIT - TRUE TRACK SMART SYSTEM				
7	100 BTL	GLUCOMETER TEST STRIPES - TRUE TRACK SMART SYSTEM				
8	90 EA	INSTANT GLUCOSE - 15 GRAMS/TUBE				
9	50 BX	INSULIN SYRINGE W/NEEDLE 1ML 28GA 1/2INCH				
10	50,000 EA	LANCETS - UNISTICK 2 COMFORT 28G				
OVER-THE-COUNTER DRUGS/MEDICATION						
11	15 BTL	ACETAMINOPHEN 325MG 1000ct				
12	20 BTL	ASA 325MG 100ct				
13	30 BTL	ASPRIN 81mg, BABY CHEWABLE TABLETS 36ct				
14	500 EA	CLOTRIMAZOLE CREAM 1%, 1 OZ TUBE				
15	10 CS	ENSURE PLUS CHOCOLATE FLAVOR 8-OZ				
16	5 BTL	FOLIC ACID 1 MG 100ct				
17	720 EA	HYDROCORTISONE CREAM 1%- .9 GM PACKETS				
18	100 BTL	IBUPROFEN 200 MG – 1000ct BTL				
19	30 BTL	OMEPRAZOLE 20MG				
20	10 EA	LICE SHAMPOO -1 GAL				
21	100 BX	IMODIUM MULTI-SYSPTOM 125-2 MG 12-BX				
22	25 BTL	NAPROXEN 500mg 1000ct				
23	24 BTL	MILK OF MAGNESIA 12oz				
24	50 BTL	MULTI-VITAMIN SUPPLEMENT				
25	120 EA	AMMONIA CAPSULES-STIMULANT INHALENT				
26	30 BTL	BENADRYL 50mg				
27	2,000 EA	ORAJEL MAX .25-OZ TUBE				
28	1000 EA	PRENATAL VITAMIN SUPPLEMENT				

29	720 EA	TRIPLE ANTIBIOTIC CREAM PACKETS .9GM				
30	30000 EA	TUMS/ANTACID 500mg				

State delivery time after receipt of purchase order_____.

Delivery time shall be a consideration in the evaluation process.

Awarded bidder is to notify the County immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Question and Answers for Bid #1903-305 - Medical Supplies for Williamson County Jail

Overall Bid Questions
There are no questions associated with this bid.

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Supplies	**Department:**	Williamson County Jail
Vendor Name:	Zhou Medical Solutions, LLC		
Vendor Address:	2646 South Loop West, Ste 570, Houston, TX 77054		
Purpose/Intended Use of Product or Service (summary):			
Medical Supplies for Williamson County Jail			
P.O./Contract Number:	1903-305	**Effective Date:**	07/01/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	06/30/2021
Requested By:	Brian Lloyd, Williamson County Jail		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - Completed Texas Ethics Commission FORM 1295; AND
  - Renewed Certificate of Insurance
- **Extend Contract for the 1st of two (2) one year renewal option periods:**

Renewal Option Period 1	July 01, 2020 – June 30, 2021
Initial Contract Period	July 01, 2019 – June 30, 2020

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Zhou Medical Solutions LLC

Name Fred Machoka

Title Founder

Signature _____

Date 04/21/2020

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell

Williamson County Judge

Signature Judge Bill Gravell Jr. (May 5, 2020)

Date May 5, 2020

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Supplies	**Department:**	Williamson County Jail
Vendor Name:	Zhou Medical Solutions, LLC		
Vendor Address:	2646 South Loop West, Ste 570, Houston, TX 77054		
Purpose/Intended Use of Product or Service (summary):			
Medical Supplies for Williamson County Jail			
P.O./Contract Number:	1903-305	**Effective Date:**	07/01/2021
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	06/30/2022
Requested By:	Kurt Showalter, Williamson County Jail		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract, with the exception of the new proposed priced items identified in attached letter dated May 19, 2021 from Zhou Medical Solutions, LLC herein as if copied in full.**
- PLEASE INCLUDE THE FOLLOWING:
  - Completed Texas Ethics Commission FORM 1295; AND
  - Renewed Certificate of Insurance
- **Extend Contract for the 2nd of two (2) one year renewal option periods:**

Renewal Option Period 2	July 01, 2021 – June 30, 2022
Renewal Option Period 1	July 01, 2020 – June 30, 2021
Initial Contract Period	July 01, 2019 – June 30, 2020

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Zhou Medical Solutions, LLC

Name Fred Machoka

Title Founder / Manager

Signature

Date 5/25/2021

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell

Williamson County Judge

Signature

Date

Zhou Medical Solutions, LLC

2646 South Loop West, Suite 570, Houston, Texas 77054
Tel. 713-389-5544 Fax 713-389-5574
zhoumedical.com

5/19/2021

The state of Texas
Williamson County
100 Wilco Way
Georgetown, Texas 78626

Price Increases Due to Economic Adjustment for Contract 1903-305 Medical Supplies for Williamson County Jail – (renewal)

Due to economic adjustments over the past 2 years, some items listed in the current contract based on 2019 prices are below acquisition cost making providing the goods unsustainable for our business. Some products have been discontinued and the next best equivalent alternatives offered are priced above originally quoted items. Where cheaper generic alternatives were made available, a price decrease has also been proposed. Manufacturers and our distributors are not obligated to, and hence do not, provide notifications of price changes. These changes occur without notice and are dynamically manifest on online portals where orders are processed.

We propose modest price adjustments that are nominal to acquisition costs as follows:

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	CURRENT CONTRACT PRICE	NEW UNIT COST	NEW PROPOSED PRICE
GENERAL MEDICAL SUPPLIES							
2	50 BX	ALCOHOL PREP PADS MEDIUM 200 PACKS PER BOX	HS1007	200/Bx	$1.06	0.007	1.36
4	10, 000 EA	GRADUATED MEDICINE CUPS 1OZ PLASTIC DISPOSABLE	DY005	100/B	$0.67	0.009	0.85
DIABETIC SUPPLIES							
6	10 EA	GLUCOMETER KIT - TRUE TRACK SMART SYSTEM	A4H01-81	Ea	$13.33		
OVER-THE-COUNTER DRUGS/MEDICATION							
11	15 BTL	ACETAMINOPHEN 325MG 1000ct	80313	500/Bt	$7.14	0.026	12.87
12	20 BTL	ASA 325MG 100ct	57896090101	100/Bt	$0.96	1.350	1.35
13	30 BTL	ASPRIN 81mg, BABY CHEWABLE TABLETS 36ct	CCA36	36/Bt	$0.73	0.028	1.00
14	500 EA	CLOTRIMAZOLE CREAM 1%, 1 OZ TUBE	AFCL1	1oz/Tb	$0.97	1.540	1.54
16	5 BTL	FOLIC ACID 1 MG 100ct	5246277	100/Bt	$1.76	0.026	2.56
17	720 EA	HYDROCORTISONE CREAM 1%- .9 GM PACKETS	53110	144/B	$8.24	9.700	9.70
24	50 BTL	MULTI-VITAMIN SUPPLEMENT	57896050110	1000/Bt	$1.69	0.011	10.60
28	1000 EA	PRENATAL VITAMIN SUPPLEMENT	57896057501	100/Bt	$3.14	0.035	3.50
Price Decrease – Generic Alternate available							
30	30000 EA	TUMS/ANTACID 500mg	370388	150/Bt	$5.63	0.038	2.58

Zhou Medical Solutions, LLC

2646 South Loop West, Suite 570, Houston, Texas 77054
Tel. 713-389-5544 Fax 713-389-5574
zhoumedical.com

I attest that the statement provided on pricing changes are true and verifiable.

Signed _____

Fred Machoka (Founder Owner) for Zhou Medical Solutions, LLC

Notary

Before me ~~JE~~ Fred Machoka **on this** 20 **day of May, 2021.**

Name Joshua Sultan

Signed _____

Joshua Sultan
My Commission Expires
11/26/2022
ID No. 130037477

My Commission Ends....

11/25/2022

Commissioners Court - Regular Session **20.**

Meeting Date: 06/08/2021

Axon Enterprise Taser Cartridges and Battery packs

Submitted For: Joy Simonton **Submitted By:** Laura Zavala, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the quotation between Axon Enterprise, Inc and Williamson County for the purchase of taser cartridges and battery packs in the amount of $14,200.00, pursuant to Texas Smart Buy Contract # 680-A1, and authorizing execution of the quote.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. Quotation outlines the details of this purchase fo (250) 25Ft standard cartridges and (100) standard battery packs. Department point of contact is Pat Murphy. This expenditure will be charged to 01.0100.0570.003008.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Axon Enterprise

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/03/2021 09:12 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 09:21 AM
Form Started By: Laura Zavala		Started On: 06/01/2021 01:26 PM
Final Approval Date: 06/03/2021		

[redacted]43143

[redacted]
Issued: 05/17/2021
Quote Expiration: 06/11/2021
[redacted]
Payment Terms: Net 30
Delivery Method: Fedex - Ground

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SHIP TO
Danielle White
Williamson County Sheriff's Office - TX
508 S Rock St.
Georgetown, TX 78626
US

BILL TO
Williamson County Sheriff's Office - TX
508 S Rock St.
Georgetown, TX 78626
US

SALES REPRESENTATIVE
Pat Murphy
Phone: (602) 326-6158
Email: pmurphy@taser.com
Fax: 480-426-9776

PRIMARY CONTACT
Danielle White
Phone: (512) 943-1324
Email: dwhite@wilco.org

Group1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22010	PPM, STANDARD BATTERY PACK, X2/X26P		100	62.00	62.00	6,200.00
22190	25 FT STANDARD CARTRIDGE, X26/X26P NS		250	32.00	32.00	8,000.00
					Subtotal	14,200.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	14,200.00

Grand Total	**14,200.00**

[redacted]

Notes
TX Smart Buy Contract No. 680-A1 used for pricing and terms.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) as well as the attached Exhibit A. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Signature (Axon): DocuSigned by: [signature] 55DAEBB131A4424... **Date (Axon:** 5/20/2021 | 8:34 PM MST

Name (Axon): Robert Driscoll **Title (Axon:** VP, Assoc. General Counsel

Please sign and email to Pat Murphy at pmurphy@taser.com or fax to 480-426-9776

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract#: Order Type: RMA#: Address Used: SO#:
Review 1	Review 2	
Comments:		

[redacted]

Exhibit A

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

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

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

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

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

Commissioners Court - Regular Session **21.**

Meeting Date: 06/08/2021

Data Projections Courtroom AV Upgrade

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the quotation between Data Projections, Inc. and Williamson County for courtroom audiovisual upgrades in the amount of $52,339.57 pursuant to TIPS contract #200904, and authorizing execution of the documents.

Background

Approval of this item will support the operations at the Justice Center. Quote attached outlines the audio-visual upgrade components, labor, design/engineering and maintenance costs. Addendum is also attached. This expenditure will be charged to 418P. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/03/2021 11:35 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 11:39 AM
Form Started By: Erica Smith		Started On: 05/27/2021 02:24 PM
Final Approval Date: 06/03/2021		

DATA PROJECTIONS

WILCO - Side-Bar Hush-Mic Solution - All Courtrooms - TIPS 200904

[redacted]

Version 1

Prepared for:

Williamson County

Don Heflin
don.heflin@wilco.org

DATA
PROJECTIONS

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

Tuesday, May 25, 2021

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

RE: WILCO - Side-Bar Hush-Mic Solution - All Courtrooms - TIPS 200904

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

[redacted]

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Executive Summary

Scope Introduction
Data Projections is providing this proposal at the request of Williamson County for Audio Visual System Upgrades to the (14) Courtrooms to allow for Side Bar private conversations while maintaining Social Distancing.

-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 – Side Bar Hush Mic Systems – Quantity 14 (10 Tele-Justice Center Courts, 3 JP Courts, and 1 Juvenile Court)

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

Perfect for setups where multiple team leaders or representatives have to be in communication with the entire team, the LKS-3 Listen Talk System includes all the equipment needed to meet those needs immediately. The LKS-3 includes eight (8) ListenTALK transceivers (with Leader Clips), eight (8) Headset-2s, and one (1) LA-481 Docking Station Case for convenient storage and transportation of all components. Meet the needs of your larger team or prepare for growing needs with the complete and expandable ListenTALK System 3.

Audio:

- Full-featured ListenTALK system Includes eight (8) headsets and (8) transceivers for full-team communications
- Ear Speakers (LA-401) and Breakaway Lanyard (LA-445-BK) included with Transceiver (LK-1)
- Docking Station Case also included for convenient storage and transportation of all equipment
- Ideal for larger teams and designed for immediate functionality

Special Notes:
-Williamson County will provide power for all AV equipment and will ensure DPI technicians have full access to the space for installation/testing in each Court.

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

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Executive Summary

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
Listen Technology	LKS-3-A1	ListenTALK Collabor-8 System	$3,353.93	14	$46,955.02

Subtotal: **$46,955.02**

Room 1 Services

Product Details	Ext. Price
Installation Labor	$2,250.00
Project Management	$125.00
Design/Engineering	$150.00

Subtotal: **$2,525.00**

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	$0.00

Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	$2,347.75

Subtotal: **$2,347.75**

[redacted]

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Term Options

Description	Qty
Payment Terms: Compliant to Texas Prompt Payment Act	

[redacted]

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512.420.8856

WILCO - Side-Bar Hush-Mic Solution - All Courtrooms - TIPS 200904

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:
[redacted]
Version: 1
[redacted]
Expiration Date: 06/11/2021

Quote Summary

Description	Amount
Room 1 - Hardware	$46,955.02
Room 1 Services	$2,525.00
Service & Maintenance	$2,347.75
Subtotal:	**$51,827.77**
Shipping:	**$511.80**
Total:	**$52,339.57**

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.

Austin		Williamson County	
Signature:	Mark D. Mazac	Signature:	
Name:	Mark Mazac	Name:	Don Heflin
Title:	Account Executive	Date:	
Date:	05/25/2021		

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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

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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

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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.

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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.

[redacted]

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
SERVICES CONTRACT
(Side-Bar Hush-Mic Solution –
All Courtrooms)
(Data Projections, Inc. via TIPS #200904)

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/[redacted];
B. TIPS #200904; 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 **$52,339.57** 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:
_____	Mark D. Mazac
Authorized Signature	Authorized Signature
Date:_____, 2021	Date: 5/25, 2021

Commissioners Court - Regular Session **22.**

Meeting Date: 06/08/2021

Quadient Leasing Postage Machine JP 1

Submitted For: Joy Simonton **Submitted By:** Laura Zavala, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a new lease agreement between Quadient Finance USA, Inc. and Williamson County, for a new postage meter for Justice of The Peace Precinct 1, in the amount of $83.83 per month, pursuant to BuyBoard contract #576-18, and authorizing the execution of the lease.

Background

Approval of this new lease agreement will support the operations of Williamson County Justice of the Peace Precinct 1 office. The lease agreement is for 48 months at a monthly rate of $83.83 and billed quarterly at $251.49. Legal and Contract Audit have reviewed the lease, addendum is attached. This expenditure will be charged to line item 01.0100.0451.004216. The Department contact is Geneva Salazar.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quadient Leasing Quote

Addendum Quadient Leasing

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/03/2021 09:10 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 09:20 AM
Form Started By: Laura Zavala		Started On: 06/01/2021 09:44 AM
Final Approval Date: 06/03/2021		

quadient Leasing

Government Product Lease Agreement
with Postage Meter Rental Agreement

Section (A) Office Information

Office Number	Office Name	Phone #	Date
2290	**Quadient Texas District**	**(512) 331-0116**	**05/24/2021**

Section (B) Billing Information

Company Name	**Williamson County Justice of The Peace Precinct 1**		
DBA			
Billing Address	1801 Old Settlers Blvd. Ste. 100		
City State Zip+4	Round Rock	TX	78664
Contact Name	Geneva P. Salazar	Phone	512-244-8622
Contact Title		Fax	
Email Address	geneva.salazar@wilco.org	PO #	

Section (C) Installation Information (if different from billing information)

Company Name	**Williamson County Justice of The Peace Precinct 1**		
Installation Address	1801 Old Settlers Blvd. Ste. 100		
City State Zip+4	Round Rock	TX	78664
Contact Name	Raven Mcguffin	Phone	512-244-8622
Contact Title		Fax	
Email Address	raven.mcguffin@wilco.org		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IX3WP5	iX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status:
- ☐ Taxable
- ☑ Tax Exempt
  Certificate attached

Billing Frequency:
- ☐ Monthly
- ☑ Quarterly
- ☐ Annually

Billing Method:
- ☑ Standard
- ☐ Arrears

Number of Months		Monthly Payment (Plus applicable taxes)
First	48	$83.83

Current Lease Number: N18031686

☐ ACH (Customer to submit authorization form)

Section (F) Postage Meter & Postage Funding Information

Meter Model	**IX3AI**	Machine Model	**IX3WP5**

Postage Funding Method:
- ☐ Bill Me ☑ Prepay by Check
- ☐ ACH Debit (Submit customer authorization form)
- ☐ OMAS ☐ CPU (include authorization form)

Agency Code Sub Agency Code

Postage Funding Account:
- ☑ POC ☐ TMS
- ☐ New ☑ Existing

Existing Account Number: **7468641**

Service Products (Check all that apply)

- ☑ Online Postal Rates iMeter™ App (SP10)
- ☐ Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
- ☐ Online E-Services iMeter™ App (SP30)
- ☐ NeoShip PLUS (EP70PLUS)
- ☐ NeoShip Install & User Guide (EP70GUIDES)
- ☐ RunMyMail ☐ 3G/4G Cell Service
- ☑ Maintenance - Standard
- ☑ Installation/Training ☐ Software Support for premise (non-cloud) solutions

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here _____.

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, Maintenance Agreement and an Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Direct-V9-2020), which are also available at www.quadient.com/Government-Equipment-Lease-Terms-USPS-Direct-V9-2020, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more Information visit https://www.quadient.com/about-us/sustainable-design-and-manufacturing.

******** SEE PURCHASE ORDER ********

_____ _____
Authorized Signature Print Name and Title Date Accepted

_____ _____
Accepted by Quadient Inc. and its Affiliates Date Accepted

Williamson County Justice of The Peace Precinct 1

BuyBoard - PURCHASE ORDER - LEASE

1801 Old Settlers Blvd. Ste. 100
Round Rock TX 78664
Phone 512-244-8622

To:
Quadient Inc.
478 Wheelers Farms Road
Milford, CT 06461
800-881-6245

SHIP TO:
Geneva P. Salazar
Williamson County Justice of The Peace Precinct 1
1801 Old Settlers Blvd. Ste. 100
Round Rock TX 78664
Phone 512-244-8622

P.O. NUMBER/DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
				48 MONTHS

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
48	IX3WP5	iX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray	$83.83	$4,023.84
		BILLED QUATERLY		
			SUBTOTAL	$4,023.84
			SALES TAX	
			SHIPPING & HANDLING	
			OTHER	
			TOTAL	$4,023.84

1. Customer agrees to the terms and conditions of the BuyBoard Contract Number 576-18. This is a 48-month LTOP term with a monthly payment of $83.83. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
2. Payments will be sent to:
   Quadient Leasing USA Inc.
   Dept 3682
   PO Box 123682
   Dallas, TX. 75312-3682
3. Send all correspondence to:
   Williamson County Justice of The Peace Precinct 1
   1801 Old Settlers Blvd. Ste. 100
   Round Rock TX 78664
   Geneva P. Salazar
   Phone: 512-244-8622

Authorized by Date

Print Name and Title

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
POSTAGE METER LEASE
(Quadient Finance USA, Inc.
BuyBoard #576-18)

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 **Quadient Finance USA, Inc.** (hereinafter "Quadient"). Customer agrees to engage Quadient 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. Quadient Government Product Lease Agreement (May 24, 2021);
B. BuyBoard #576-18, including addenda; 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: Quadient agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

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

VI.

Payment: Quadient will be compensated based on BuyBoard #576-18 pricing and as set forth in the Quadient Government Product Lease Agreement (May 24, 2021), which is incorporated herein as if copied in full.

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 sixty (60) 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: Quadient 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 Quadient which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Quadient agrees that Customer shall have access during normal working hours to all necessary Quadient 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 Quadient reasonable advance notice of intended audits. In no circumstances will Quadient be required to create or maintain documents not kept in the ordinary course of Quadient' business operations, nor will Quadient 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:	QUADIENT:
_____	_____
Authorized Signature	Authorized Signature John Tartaro
Date:_____, 2021	Date:_____May 25, , 2021

Commissioners Court - Regular Session **23.**

Meeting Date: 06/08/2021

Dell Donation and Partnership Agreement

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding acceptance of donation from Dell Children's Health Plan to assist and support the Williamson County Justice of the Peace, Pct. 3 and approve an event for junior and high school students as an official purpose pursuant to the Tex. Loc. Gov't Code § 81.032.

Background

Williamson County Justice of the Peace, Pct. 3 is bringing a free ten-week experience designed for students who are going into their junior and senior year of high school. This program provides a curriculum to acquaint young adults on how Texas laws impact all citizens and the role the justice courts have in the process of the consequences of not adhering to these laws. This program is led by engaging presenters who will provide our young people with engaging topics and knowledge of laws and court. This program also provides an opportunity for participants to interact and network with students from other schools and allows them to form relationships and contacts with peers, presenters and members of the community. Dell Children's Health Plan, as a community partner, wishes to donate $1600.00 for the event to pay for meals and/or any other event-related expenses. Staff is requesting approval to accept the donation and execute the Partnership Agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DCHP Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 09:57 AM
J.P. Pct. 3 (Originator)	Mary Alcala	06/03/2021 09:59 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 10:06 AM
J.P. Pct. 3 (Originator)	Andrea Schiele	06/03/2021 11:54 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 11:55 AM
Form Started By: Cherie Vasquez		Started On: 06/03/2021 09:12 AM
Final Approval Date: 06/03/2021		

Dell Children's Health Plan and Williamson County Justice of the Peace, Pct. 3

Partnership Agreement

June 1, 2021

Williamson County Justice of the Peace, Pct. 3
100 Wilco Way, Suite 201
Georgetown, TX 78626

Attn: Dell Children's Health Plan

On behalf of Williamson County Justice of the Peace, Pct. 3, we are seeking a partnership with Dell Children's Health Plan for support of a unique program called "What Every Teen Should Know About Texas Law. Your support and partnership will help us to address our teens on the various elements of Texas laws and the Justice Court System in our community. Your assistance of $1600.00 to support our program "What Every Teen Should Know About Texas Law" is requested.

Mission/Vision: The mission of the Precinct 3 Justice Court is to serve the constituents by providing fair and effective justice with first-rate customer service and community engagement. What Every Teen Should Know About Texas Laws helps us to strengthen our mission by familiarizing junior and senior high school students on Texas laws and the Justice Court system.

Event Description: What Every Teen Should Know About Texas Laws is a free ten-week experience designed for students who are going into their junior or senior year of high school. This program provides a curriculum to acquaint young adults on how Texas laws impact all citizens and the role the justice courts have in the process of the consequences of not adhering to these laws. Our program includes topics such as: the need for a driver's license, insurance, consequences of traffic tickets, accidents, personal relationships, consumer credit, entering into lease agreements, social media, securing a job, and other topics. This program is led by engaging presenters who will provide our young people with topics and knowledge of laws and court. This program also provides an opportunity for participants to interact and network with students from other schools and allows them to form relationships and contacts with peers, presenters and members of the community.

As a Dell Children's Health Plan community partner, Williamson County Justice of the Peace, Pct. 3 will provide the following:

1) Social Media Recognition will consist of two posts minimum:

   Williamson County Justice of the Peace, Pct. 3 will post on social media (FB) within 7 days referencing the partnership with Dell Children's Health Plan. Williamson County Justice of the Peace, Pct. 3 will upload a second post containing a picture at the event or including the sponsored items once the check is received.

   - Williamson County Justice of the Peace, Pct. 3 will tag **@DellChildrensHealthPlan** on Facebook
   - Williamson County Justice of the Peace, Pct. 3 will include hashtag #DellChildrensHealthPlan on Social Media Recognition

   Dell Children's Health Plan will provide a logo for use with these posts.
   We may repost to the Dell Children's Health Plan site as well.

2) Invitation to: ☐one event per quarter / ☐monthly distributions / ☐quarterly health fairs / ☒other: We will notify you of future events we have planned.

3) Williamson County Justice of the Peace, Pct. 3 will provide an email and/or letter explaining how this sponsorship made an impact, numbers served and any additional outcomes as available to be provided within 30 days of the expenditure.

We have included our W-9 for your records. Thank you in advance for your consideration and time. If you have any questions or need additional information, please contact Williamson County Justice of the Peace, Pct. 3) at 512-943-1508 or evelyn.mclean@wilco.org.

Respectfully,

Evelyn McLean, Justice of the Peace, Pct. 3

Bill Gravell, County Judge

Commissioners Court - Regular Session **24.**

Meeting Date: 06/08/2021

County Clerk

Submitted For: Nancy Rister **Submitted By:** Becky Pruitt, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding Texas Workforce Commission Data Exchange Request and Safeguard Plan Agreement for the County Clerk's Office and authorize the County Judge to sign all related documentation.

Background

This is a renewal that takes place in September. TWC requires 8 weeks to process the renewal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TWC Agreement

Original Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/03/2021 01:43 PM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 05:32 PM
Form Started By: Becky Pruitt		Started On: 06/03/2021 11:32 AM
Final Approval Date: 06/03/2021		

TWC Data Exchange Request and Safeguard Plan

	CONTRACTOR INFORMATION	Please answer each question. Do not leave any unanswered.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Williamson County Magistrate
2.	Entity Tax ID#	74-6000978
3.	Street Address – Line 1	508 S Rock Street
4.	Street Address – Line 2	
5.	City, State, Zip	Georgetown, TX 78626
6.	New request or renewal of an existing contract?	☐ New request ☒ Renewal of existing agreement Previous/Current Contract #: __2917PEN015_____ ☐ There are other contracts between TWC and the party not affected by this agreement, which are as follows:
7.	Type of entity and authority to contract	☒ Texas Local Government Code, Interlocal Cooperation Act (e.g., cities, counties) ☐ Texas Government Code, Interagency Cooperation Act (e.g., state agency) ☐ Federal Agency Authority ☐ If state agency, please specify authority
8.	Purpose for requesting information *(Check all that apply)*	☐ to assist in criminal investigations ☒ to assist in locating defendants, witnesses and fugitives in criminal cases ☒ to assist in locating persons with outstanding warrants ☐ to assist in locating probation absconders ☒ to assist in determining eligibility for public assistance/services ☐ other: please specify: (language will be inserted into contract)
9	Requested length of contract	☐ 1 year ☐ 2 years ☐ 3 years ☐ 4 years ☒ 5 years
10.	Requested start date	☐ For federal entities only: to correspond with start of fiscal year starting:
	DATA REQUESTED	**Please answer each question. Do not leave any unanswered.**
11.	Information requested *(Check the data being requested)*	☒Wage Records (WR): Wage Detail Inquiry: View wage information of ran individual. Coworker Search: View wages reported by an employer. ☒UI Benefits and Claimant Info (UI): Personal Information: View demographic information of r an individual. Claims: View unemployment insurance claim information. Payments: View unemployment insurance payment info. Employer Search: Search employers by name or address. ☐ Employer Records (ER) Employer Master File: Search Employer Master File and view state unemployment tax information.

12.	Method of receiving data	☒ **Online access:** Contractor access for lookup by SSN through password-protected log-in account. Number of individuals needing access accounts: ☒1-10 (The subscription rate is $1,500 per year.) ☐11-25 (The subscription rate is $2,000 per year.) ☐26-50 (The subscription rate is $3,500 per year.) * ☐Specify other quantity * * Please send a detailed justification on **organizational letterhead** if more than 25 accounts are requested. Volume/quantity of **ONLINE** users of Personal Identifiable Information (PII) information per year. Estimated number of individual records requested: Under 10,000 annually ☐ **Offline access**: Computer match done by TWC staff. Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of requests: ☐Nightly ☐Weekly ☐ Bi-Weekly ☐ Monthly ☐Quarterly ☐Annually ☐ Other – specify: ☐ Ad hoc request for non-scheduled requests. Attach specifications (see pg. 5 for details) including data field names. ☐ One-time request for large quantity of records. Attach specifications (see pg. 5 for details) including data field names. ☐ One-time request for one or a few records. (Submit request to open.records@twc.state.tx.us or fax request to 512-463-2990.) Volume/quantity of offline records requested per submission: Estimated number of individual's in which sensitive personally identifiable information requested at any one time: ☐ 1-999: $250 ☐ 1,000 – 14,999: $300 ☐ 15,000 – 19,999: $375 ☐ 20,000 – 24,999: $500 ☐ 25,000 -Above: $1,000 Hourly rate for programming of a new request or modification of an existing job: $48.81. **De-identification:** If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.

	SAFEGUARD REQUIREMENTS	Please answer each question. Do not leave any unanswered.
13.	How will data be viewed? Select one of the three options.	1) ☒ We will **ONLY** view screen information. (Respond to #14-19, check "N/A" to #20 and #21.) 2) ☐ We will use electronic copies of screen prints (PDF), or ☐ We will transfer data into an electronic record. (Respond to #14-20, check "N/A" to #21.) 3) ☐ We will use paper copies of screen prints, or ☐ We will transfer information into paper records format. (Respond to #14-19 and #21, check "N/A" to #20)
14.	Will non-employees be provided access to the data? Express written contract language authorizing data sharing with non-employees is required for re-distribution of information accessed.	☒ Only direct employees will be provided access. ☐ Persons who are not employees may/will be provided access. Please specify those that apply: ☐ Data Center Operators ☐ Other Governmental Contractors: Please specify:
15.	Will the data you are requesting be disclosed to any other entity? Express written contract language authorizing data sharing with non-employees is required for re-distribution of information accessed.	☒ Yes - Specify: County Courts at Law; only to provide backup for indigency claims ☐ No
16.	What access control methods will you use for access to the TWC information?	☒ Texas State Requirements under Title 1, Part 10, TAC Sec. 202, or comparable standards ☐ National Institute of Secure Technology (NIST) or comparable standards ☐ IRS Publication 1075 or comparable standards
17.	How will your organization assess your security posture?	☒ Vulnerability testing ☒ Penetration testing ☒ Audits ☐ Other – Please specify: Specify frequency for each that was checked: Annually
18.	Are background checks performed on employees who will access information? Can vary depending on office location	☐ No, background checks are not performed ☐ Yes, background checks are performed. If yes, state when background checks are performed: ☐ Pre-employment ☐ Periodic checks during employment
19.	How will you have an auditable trail?	☒ I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. ☐ Other, If Other specify:
20.	How will you encrypt the data at rest?	☐ Please specify: ☒ N/A – We do not keep data at rest.
21.	When will data destruction occur?	☒ Consistent with Texas State Libraries and Archives Commission (state records retention laws) ☐ Consistent with other standards: Please specify:

		☐ N/A - We do not retain data.
	CONTACTS	
22.	Point of Contact Name (for daily matters)	Jamie Carrillo
23.	Point of Contact Title	Pretrial Court Services Director
24.	Point of Contact Phone	512-943-1496
25.	Point of Contact E-mail	jamie.carrillo@wilco.org
26.	Point of Contact Address	508 S. Rock Street, Georgetown, TX 78626
27.	Alternate Point of Contact Name and Title	Brad Weems, Williamson County Clerk Criminal Division Supervisor
28.	Alternate Point of Contact Phone	512-943-1151
29.	Alternate Point of Contact E-mail	bweems@wilco.org
30.	Alternate Point of Contact Address	If different from Point of Contact: 405 MLK, Mail Unit 14, Georgetown, TX 78626
31.	Signatory Name	Bill Gravell Jr.
32.	Signatory Title	County Judge
33.	Signatory Phone Number	512-943-1550
34.	Signatory E-mail	ctyjudge@wilco.org
35.	Signatory Address	If different from Point of Contact: 710 S Main St, #101 Georgetown, TX 78626
36.	Data Technology Contact Name	Richard Semple
37.	Data Technology Contact Phone	512-943-1489
38.	Data Technology Contact E-mail	rsemple@wilco..org
39.	Invoice Recipient Name	Jamie Carrillo; copy to Brad Weems as well
40.	Invoice Recipient Phone Number	512-943-1496
41.	Invoice Recipient Title	Pretrial Court Services Director
42.	Invoice Recipient E-mail	jamie.carrillo@wilco.org; copy to bweems@wilco.org
43.	Invoice Recipient Address	If different from Point of Contact N/A

All statements and information on this form are true and correct to the best of my knowledge.
The person signing is authorized to legally bind their organization to the terms of the contract.

_____Date _____
Signature Authority

_____
Printed Name

For questions on how to complete this request form, contact DEContracts@twc.state.tx.us.

STOP HERE if you are only seeking online access.

If Sending Batch Files or Computer Matching – Offline Charge Details are on the next page.

OFFLINE INFORMATION REQUEST SPECIFICATIONS

(Describe in detail and be as specific as possible.)

1. Provide a reason for the request *(e.g., statutory citation or rule number)*:

2. Is this a one-time or an ongoing request? ☐ One-Time ☐ On-going
   If ongoing, specify time duration and frequency of data exchange *(e.g., Annual for the next three calendar years, Quarterly, Monthly)*:

3. Description of the request *(If you require a particular data run, clearly specify the data needed, such as wage records, employer records, UI benefits information, etc.)*:

4. If other specific data elements are requested, provide a data format.

TWC Data Exchange Request and Safeguard Plan

	CONTRACT BASICS	Please fill in the information regarding the request. Check all that apply.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Williamson County Magistrate
2.	Entity Tax ID#	74-6000978
3.	Street Address – Line 1	508 S. Rock Street
4.	Street Address – Line 2	
5.	City, State, Zip	Georgetown, TX 78626
6.	Is this a new request or renewal of an existing contract?	☐New request ☒Renewal of existing agreement (2917PEN015) ☐There are other contracts with the party not affected by this agreement, which are as follows:
7.	Type of entity and authority to contract	☒Texas Local Government Code, Interlocal Cooperation Act (e.g., cities, counties) ☐Texas Government Code, Interagency Cooperation Act (e.g., state agency) ☐Federal Agency Authority ☐If state agency, please specify authority
8.	Purpose for requesting information	*Check all that apply:* ☐to assist in criminal investigations ☒to assist in locating defendants, witnesses and fugitives in criminal cases ☒to assist in locating persons with outstanding warrants ☐to assist in locating probation absconders ☒to assist in determining eligibility for public assistance/services ☐other: please specify: (language will be inserted into contract)
	DATA REQUEST DETAILS	
9.	Information requested	*Check all that apply:* ☒wages reported by employers as earned per SSN per quarter (wage records) [proof of income] ☐addresses of employers who reported wages by SSN ☒addresses of recipients of unemployment insurance benefits by SSN ☒unemployment insurance benefits paid by SSN [proof of income] ☐employer reports of wages paid per quarter (list of workers by employer) by employer Tax account [co-worker list]
10.	Method of receiving data	☒**Online access:** Contractor access for lookup by SSN through password-protected log-in account. Number of individuals needing access accounts: ☒1-10 (The subscription rate is $1,500 per year.) ☐11-25 (The subscription rate is $2,000 per year.) ☐26-50 (The subscription rate is $3,500 per year.)* ☐Specify other quantity

		Volume/quantity of **ONLINE** users of Personal Identifiable Information (PII) information per year. Estimated number of individual records requested? ☒ under 10,000 annually ☐ 10,000-500,000 annually ☐ over 500,000 annually * Please send separate detailed justification on organizational letterhead if more than 25 accounts are requested. **Offline records**: Computer match done by TWC staff. Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of requests: ☐ Nightly ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Quarterly ☐ Annually ☐ Other – specify: ☐ Ad hoc request for non-scheduled requests. Attach specifications including data field names. ☐ One-time request for large quantity of records. Attach specifications including data field names. ☐ One-time request for one or few quantity of records. Submit request to open.records@twc.state.tx.us or fax request to 512-463-2990. Volume/quantity of **OFFLINE** records requested Per submission: Estimated number of individual's in which sensitive personally identifiable information requested at any one time: ☐ 1- 1,499 in any one file transfer. ☐ 1500 to 9,999 in any one file transfer. ☐ 10,000-or more in any one file transfer. If over 10,000 file additional tracking information will be required. ☐ 10,001 – 499,999 in any one file transfer. ☐ 500,000 or more in any one file transfer. **De-identification:** If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.
11.	Volume/quantity of **OFFLINE** records requested	Match of SSNS to wage records – work Volume Per submission: ☐ under 150 SSNs/Tax IDs ☐ 151 to 1500 SSNs/Tax IDs ☐ Over 1500 SSNs/Tax IDs per submission
12.	Requested length of contract	☐ 1 year ☐ 2 years ☒ 3 years ☐ 4 years ☐ 5 years
13.	Requested start date	☐ For federal entities only: to correspond with start of fiscal year starting:
	SAFEGUARD REQUIREMENTS	
14.	**Please complete this safeguard section, items 15 through 21.**	☐ We will only view screen information ☒ We will use paper copies of screen prints ☒ We will transfer information into paper records format

		☒ We will use electronic copies of screen prints (PDF) ☒ We will transfer data into an electronic record
15.	Express written permission and contract language is required for non-employees to access. Will non-employees be provided access to the data?	☒ Only direct employees will be provided access. ☐ Persons who are not employees may/will be provided access. Please specify those that apply: ☐ Data Center Operators ☐ Other Governmental Contractors: Please specify:
16.	What access control methods will you use for access to the TWC information?	☒ Texas State Requirements under TAC 202 comparable standards ☐ National Institute of Secure Technology (NIST) comparable standards ☐ IRS Publication 1075 comparable standards
17.	How will you protect data at rest? (Both FIPS 140-2 and 256-BIT AES encryption are minimum requirements.	☐ Encrypt with FIPS 140-2 or higher and ☐ Encrypt at 256-BIT AES encryption or higher ☒ Other: Please specify: Data will not be kept electronically.
18.	When will data destruction occur?	☒ Consistent with Texas State Libraries and Archives Commission (state records retention laws) ☐ Consistent with other standards: Please specify:
19.	Will the data you are requesting be disclosed to any other entity?	Specify: No
20.	Describe how your organization assesses your security posture.	☒ Vulnerability testing ☒ Penetration testing ☒ Audits; specify frequency Annually ☐ Other, If Other specify:
21.	Are background checks performed on employees who will access information? Can vary, depending on the office location	☐ No, background checks are not performed ☐ Yes, background checks are performed. If yes, state when background checks are performed: ☐ Pre-employment ☐ Periodic checks during employment
22.	How will you have an auditable trail?	☒ I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. ☐ Other, If Other specify:
	CONTACTS	
23.	Point of Contact Name (for daily matters)	Alexandra Gauthier
24.	Point of Contact Title	Associate Judge – Magistrate's Office
25.	Point of Contact Phone	512-943-1377
26.	Point of Contact E-mail	agauthier@wilco.org
27.	Point of Contact Address	508 S. Rock Street, Georgetown, TX 78626
28.	Alternate Point of Contact Name and Title	Brad Weems, Criminal Division Supervisor
29.	Alternate Point of Contact Phone	512-943-1151
30.	Alternate Point of Contact E-mail	bweems@wilco.org

31.	Alternate Point of Contact Address	If different from Point of Contact: 405 MLK, Mail Unit 14, Georgetown, TX 78626
32.	Signatory Name	Dan Gattis
33.	Signatory Title	County Judge
34.	Signatory Phone Number	512-943-1550
35.	Signatory E-mail	rclemons@wilco.org
36.	Signatory Address	If different from Point of Contact: 710 S Main St, #101 Georgetown, TX 78626
37.	Data Technology Contact Name	Richard Semple
38.	Data Technology Contact Phone	512-943-1489
39.	Data Technology Contact E-mail	rsemple@wilco.org
40.	Invoice Recipient Name	Alexandra Gauthier
41.	Invoice Recipient Phone Number	512-943-1377
42.	Invoice Recipient Title	Associate Judge – Magistrate's Office
43.	Invoice Recipient E-mail	agauthier@wilco.org
44.	Invoice Recipient Address	If different from Point of Contact

All statements and information on this form are true and correct to the best of my knowledge.

Contract Signatory _____ Date 07-17-2018

The person listed is authorized to legally bind their organization to the terms of the contract.

For questions on how to complete this request form, contact RSMContracts@twc.state.tx.us , fax to 512-936-0219 or call 512-463-2422.

STOP HERE if you are only seeking online access.
If Sending Batch Files or Computer Matching – Below are the Offline Charge Details:

OFFLINE INFORMATION REQUEST SPECIFICATIONS
(Describe in detail and be as specific as possible.)
Provide a reason for the request *(e.g., statutory citation or rule number)*:

Is this a one-time or an ongoing request?

☐ One-time ☐ Ongoing

If ongoing, specify time duration and frequency of data exchange *(e.g., Annual for the next three calendar years, Quarterly, Monthly)*:
If other specific data elements are requested, provide a data format.

Description of the request *(If you require a particular data run, clearly specify the data needed, such as wage records, employer records, UI benefits information, etc.)*:

Costs for Offline Information:
Rate Schedule for Quarterly Wage Information Only Matched to Submitted SSNs. Rates for TWC quarterly wage record information matched to submitted SSNs are calculated on a per-request basis. Recipient agrees to pay Agency for current wage record matches at the following rates:

Number of SSNs submitted	Rate

150 or less	$10 for the first SSN; $2 for each additional SSN; maximum charge $34
151-599	$35 per 150 SSNs
600-1,499	$85
1,500 or greater	$110 per 1,500 SSNs

Rate Schedule for Technology Services and Other Resources. Rates for technology services and other resources are set out in as follows and may be assessed for data matches or disclosures that require staff or resources to complete.

Type of Units	Description of Unit	Rates[1] ($)/Unit
CPU TIME	Number of seconds of computer processing time.	0.27584 per second
JOBS RUN	Number of jobs, TSO logons, etc., run during the monthly accounting period.	2.374857
DISK I/O	Number of disks read and write operations x 1000.	0.251
DISK SPACE	Amount of disk space required to perform job functions and store permanent files. Measured in megabyte hours.	0.006584
TAPE I/O	Number of tapes read and write operations x 1000.	0.268429
TAPE MOUNTS	Number of tapes manually placed on tape drive equipment.	1.065082
STANDARD PRINT	1. Number of pages printed on the Xerox 4135 Printer 2. Number of pages printed on the Xerox 4635 MICR Printer	0.014904
SPECIAL PRINT	Number of pages of manufacturer's preprinted forms.	0.128476
PROGRAMMING STAFF TIME	Per hour rate for any necessary programmer time.	45.75[2]
OTHER STAFF TIME	Per hour rate of staff time spent in connection with processing of a request, other than programming time.	24.11
MATERIALS	Diskette Tape Media Rewritable CD (CD-RW) Non-rewritable CD (CD-R)	1.00 3.00 1.00 1.00
POSTAGE	Actual cost of certified mail return receipt requested	

[1] The listed rates are periodically revised to take into account any significant changes in costs of staff, equipment, system software, etc. Once revised, these rates are automatically applied to all computer utilization jobs.

Commissioners Court - Regular Session **25.**

Meeting Date: 06/08/2021

Juvenile Justice Center Records Room Remodel (P543)

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 Juvenile Justice Center Records Room Remodel (P543) Work Authorization #7 with Reliance Architecture, LLC, in the amount of $25,365 to expire on July 13, 2022. This project will be funded under P543.

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

Reliance WA7-JJC Records Room Remodel

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/26/2021 03:11 PM
County Judge Exec Asst.	Andrea Schiele	05/27/2021 11:42 PM
Form Started By: Wendy Danzoy		Started On: 05/26/2021 01:30 PM
Final Approval Date: 05/27/2021		

WORK AUTHORIZATION NO. 7

PROJECT: **Juvenile Justice Center Records Room Remodel (P543)** ("Project")

ARCHITECT/ ENGINEER: **Reliance Architecture, LLC** ("A/E")
Antonio Naylor, AIA, ALEP, Principal Architect
1306 Barrington Dr.
Austin, TX 78753

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

THIS WORK AUTHORIZATION NO. 7, 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 (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-Five Thousand, Three Hundred Sixty-Five Dollars ($ 25,365)**, 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 **July 13, 2022**, as set forth in **Attachment C** of this Work Authorization. The Design and Engineering Services set forth in **Attachment A** of this

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

ARTICLE 4

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

ARTICLE 5

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 6

This Work Authorization is hereby accepted and acknowledged below.

A/E:	**COUNTY:**
Reliance Architecture, LLC	Williamson County, Texas
By:	By: _____
Signature	Signature
Antonio Naylor	_____
Printed Name	Printed Name
President	_____
Title	Title
Date Signed: May 25, 2021	Date Signed: _____

ATTACHMENT A

BASIC SCOPE OF SERVICES

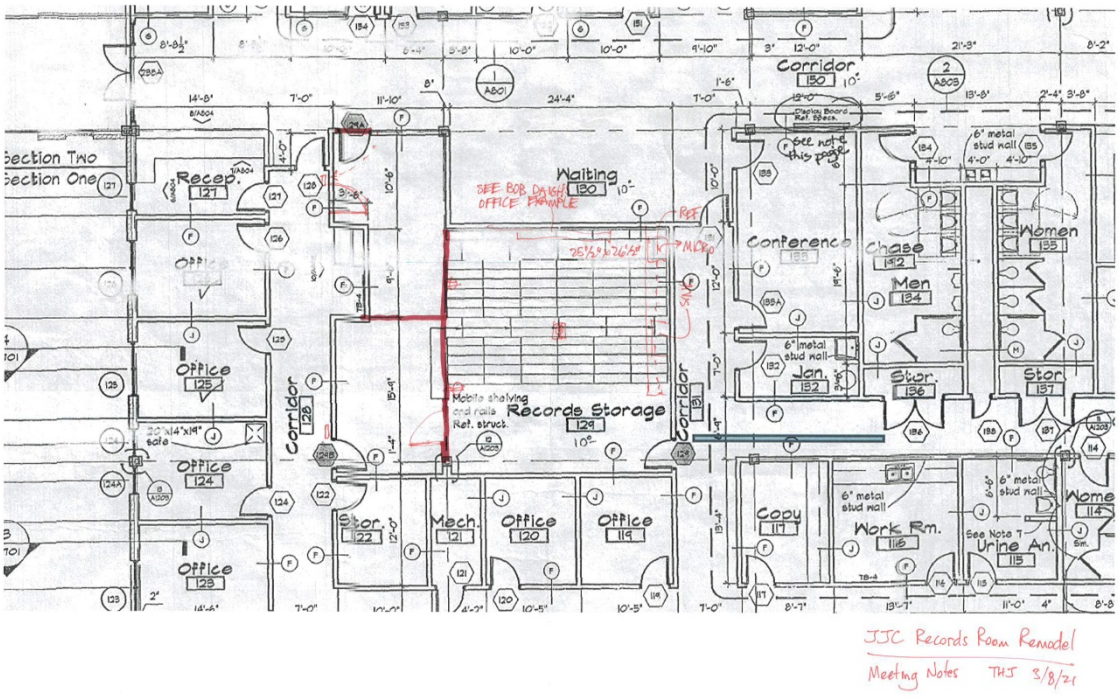
THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

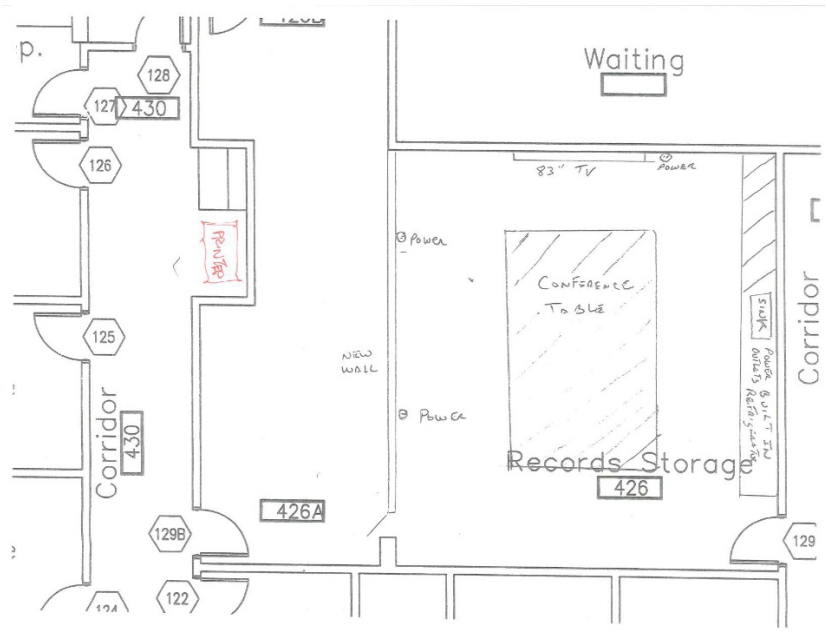
In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural, and engineering practices:

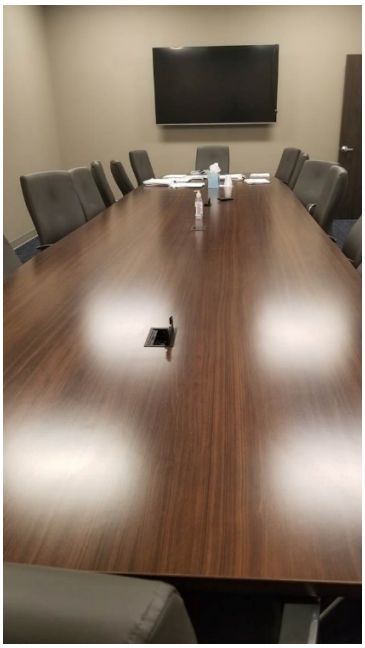
SCOPE OF WORK:

Juvenile Justice Center
200 Wilco Way
Georgetown, TX 78626
Funding Source: P543

Subdivide existing Records Room into (2) offices and a Conference/ Break Room with kitchenette amenities. Update MEP to serve new spaces and uses plan.







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 or Supplemental Work Authorization.

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

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

Phase I+II – SCHEMATIC & DESIGN DEVELOPMENT - Plans, Specifications and Estimate

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

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

B. 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.

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

D. 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.

E. 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.

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

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

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

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:		**$**	**25,365**	100%
76%	**Reliance Architecture**	**$**	**19,325**	
24%	**Hendrix Consulting Engineers (MEP)**	**$**	**6,040**	
Phase I+II - SCHEMATIC DESIGN & DESIGN DEVELOPMENT		**$**	**10,100**	40%
	Reliance Architecture	$	7,600	
	Hendrix Consulting Engineers (MEP)	$	2,500	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**9,280**	37%
	Reliance Architecture	$	6,280	
	Hendrix Consulting Engineers (MEP)	$	3,000	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**-**	0%
	Reliance Architecture	$	-	
	Hendrix Consulting Engineers (MEP)	$	-	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**1,485**	6%
	Reliance Architecture	$	1,485	
	Hendrix Consulting Engineers (MEP)	$	-	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**4,500**	18%
	Reliance Architecture	$	3,960	
	Hendrix Consulting Engineers (MEP)	$	540	
Phase VII - PROJECT CLOSE-OUT		**$**	**-**	0%
	Reliance Architecture	$	-	
	Hendrix Consulting Engineers (MEP)	$	-	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Work Authorization within **Four Hundred (400) calendar days** from the date of this Work Authorization.

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

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

Work Authorization Execution Date	**06/08/21**

Phase I+II - SCHEMATIC DESIGN & DESIGN DEVELOPMENT

Preliminary Scope and Budget analysis deliverables	06/22/21
60% Plans, Specifications and Estimate deliverables	07/13/21
County written authorization to proceed to next phase	07/25/21

Phase III - CONSTRUCTION DOCUMENTS

Complete Plans, Specifications and Estimate deliverables	08/24/21
County written authorization to proceed to next phase	09/05/21

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	09/12/21
Plans submittal to TDLR and Permit application submittal to City	09/12/21
Construction Permits received from City	10/12/21

Phase V - BIDDING, AWARD, AND EXECUTION

Permitted Plans and Specifications and Estimate deliverables to County	10/19/21
County advertises project for Bid	11/02/21
Contract Award	12/02/21

Phase VI - CONSTRUCTION ADMINISTRATION⚜

Contractor Notice to Proceed	12/09/21
Construction Substantial Completion	05/08/22

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	06/07/22
Agreement Termination Date	**07/13/22**

Commissioners Court - Regular Session **26.**

Meeting Date: 06/08/2021

WSB T2444 WA1 CR 201

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 1 in the amount of $93,505.00 to expire on May 26, 2022 under Williamson County Contract for Engineering Services between WSB & Associates, Inc. and Williamson County dated March 9, 2021 for CR 201 (CR 200 to Umbrella Sky) Phase 1. Funding source: P499

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WSB T2444 WA1 CR 201

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/03/2021 10:14 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 11:48 AM
Form Started By: Vicky Edwards		Started On: 06/01/2021 04:03 PM
Final Approval Date: 06/03/2021		

WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 201 (CR 200 to Umbrella Sky) Phase 1

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 9th**, 20**21** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **WSB & Associates, Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$93,505**.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **May 26th**, 20**22**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

Continued next page

EXECUTED this ____ day of _____, 20___.

ENGINEER:

WSB & Associates, Inc.

By:_____
Signature

James Kennedy
Printed Name

Vice President
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

5/28/2021

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
CR 201

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners.

4. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.

7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

8. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

10. Post and maintain project information for public consumption on the County website.

11. Assist with Coordination between the Engineer and the County's other consultants.

12. Negotiate with all utility companies for any agreements and/or relocations required.

13. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR CR 201

PROJECT DESCRIPTION

Project Limits
The project limits are from approximately 1100 ft north of Umbrella Skyway to CR 200 for approximately 2.0 miles.

Existing Facility
Existing 2-lane roadway with asphalt pavement. The existing right of way varies from 40 ft to 100 ft.

Proposed Facility
Proposed interim 2-lane roadway with 2 ft shoulders of an ultimate median arterial divided 6-lane curbed section with a raised median. The proposed ROW minimum width of 136 ft, from the project limits mention above.

Design Criteria
The proposed design criteria for the project will be developed from Williamson County and TxDOT design criteria. It is anticipated that in most cases the most stringent of the design criteria will be used.

1. PROJECT MANAGEMENT

   a. Communication:

      - Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. Monthly Progress Report, Invoices, and Billings (**4** months assumed):

      - Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. Quality Assurance and Quality Control (QA/QC) Plan:

      - Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.
      - For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
      - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. Project Coordination & Administration:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

e. Progress/Coordination Meetings (**2** external meetings assumed):

- Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

f. Project Schedule:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

g. **Deliverables:**

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

2. ROUTE AND DESIGN STUDIES

a. Data Collection:

- Perform record research and obtain existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, floodplain and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting roadways. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area.

- Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features.
- Develop and maintain adjacent property ownership information spreadsheet to be used for disseminating project information including owner's name, tenant name for leased property, mailing address, property address, property id number.
- Review the data collected and organize the information.

b. Stakeholder Coordination (**2** meeting assumed):

- Schedule, coordinate logistics for and prepare agendas, sign in sheets, meeting minutes, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder coordination.
- Coordinate with affected local agencies and County's consultants. Includes preparing/reviewing presentations and other communications materials for elected official briefings.
- Attend meeting with stakeholders (**2** meeting assumed).

c. Design Criteria:

- Analyze and identify project-specific design criteria (typical sections, design speed, functional classification, geometric criteria) in accordance with the latest versions of Williamson County Design Criteria Manual and other associated local and state manuals, as applicable.
- Prepare a Draft and Final Design Summary Form.

d. **Deliverables:**

- Meeting Minutes, Sign-In Sheets, Agendas, Presentations, Maps, and Exhibits for all Stakeholder Coordination Meetings.
- Draft and Final Design Summary Form (pdf and hardcopies)

3. TRAFFIC EVALUATIONS AND PROJECTIONS

a. Data Collection

- None

b. **Deliverables:**

- None

4. SCHEMATIC DEVELOPMENT

- Review and update existing alignment prepared by Williamson County to a Final Schematic (Ultimate) submittal per Williamson County Schematic submittal checklist and selected design criteria.
- Prepare updated cost estimate for the construction quantities covering all items of the proposed work.

- Develop cross sections at 100-foot stations and other locations as necessary for the determination of ROW footprint. These sections will also be used to further refine the design vertical geometry. These sections will be update for use in the PSE task.

b. **Deliverables:**

- Final Schematic (Ultimate) including cost estimate.
- Cross sections.

5. SCHEMATIC DRAINAGE STUDY (**5** total cross drainage structures assumed):

a. Hydrologic Study & Modeling

Detail the criteria, methodologies, results and recommendations of the analysis.

- Collect, prepare and modify existing hydrologic & hydraulic models to reflect the existing & proposed schematic. Compare and document the study results with existing studies or models from the County, FEMA, cities, etc., if available.
- Provide existing and proposed condition drainage area maps for each outfall from the project area and/or each cross-drainage structure location.
- Provide a comparison of existing vs proposed condition runoff patterns at each outfall from the project area.
- Atlas 14 impacts will be reviewed and incorporated.

b. Hydraulic Study & Modeling (**5** total crossing drainage structures assumed):

- Provide hydraulic models and/or calculations for the existing and proposed structures.
- Document existing conditions including size, length, flowline elevations, scour, flooding, erosion, tailwater or other notable conditions. Document source of hydraulic/channel cross sections.
- Prepare preliminary design and layout for the cross-drainage structures and major roadside channels using appropriate software (HEC-RAS, HY-8, SWMM, Bentley or other approved hydraulic modeling software). All bridges and multiple box culverts to be analyzed in HEC-RAS.
- Compare and document the study results with existing studies or models, Identify and document need for stakeholder coordination or permitting.
- Recommend minimum pavement elevations based on design event WSEL for cross drainage flood elevations & document WSEL on schematic profile.

c. Impact and Mitigation Analysis:

- Provide documentation of all adverse impacts resulting from the proposed facility in the proposed condition. Provide a comparison of existing vs proposed condition at each outfall from the project area.

- Provide plans to mitigate adverse impacts to nearby buildings, property access points, and runoff patterns.
- If detention is recommended or required prepare a routing analysis to determine preliminary size and ROW needs for proposed detention ponds.
- Coordinate with County's GEC to determine need for maintenance or landscaping setbacks for ponds. Criteria for this determination shall be based, in part, on drainage information provided by the Engineer and on the preliminary design for the project area.

Deliverables:

- Schematic Preliminary and Final Drainage Reports signed and sealed by a professional engineer in the State of Texas.
- Applicable GIS, Hydrologic Models or CAD files referenced in the drainage study.

6. DELIVERABLES:

   a. Documents:

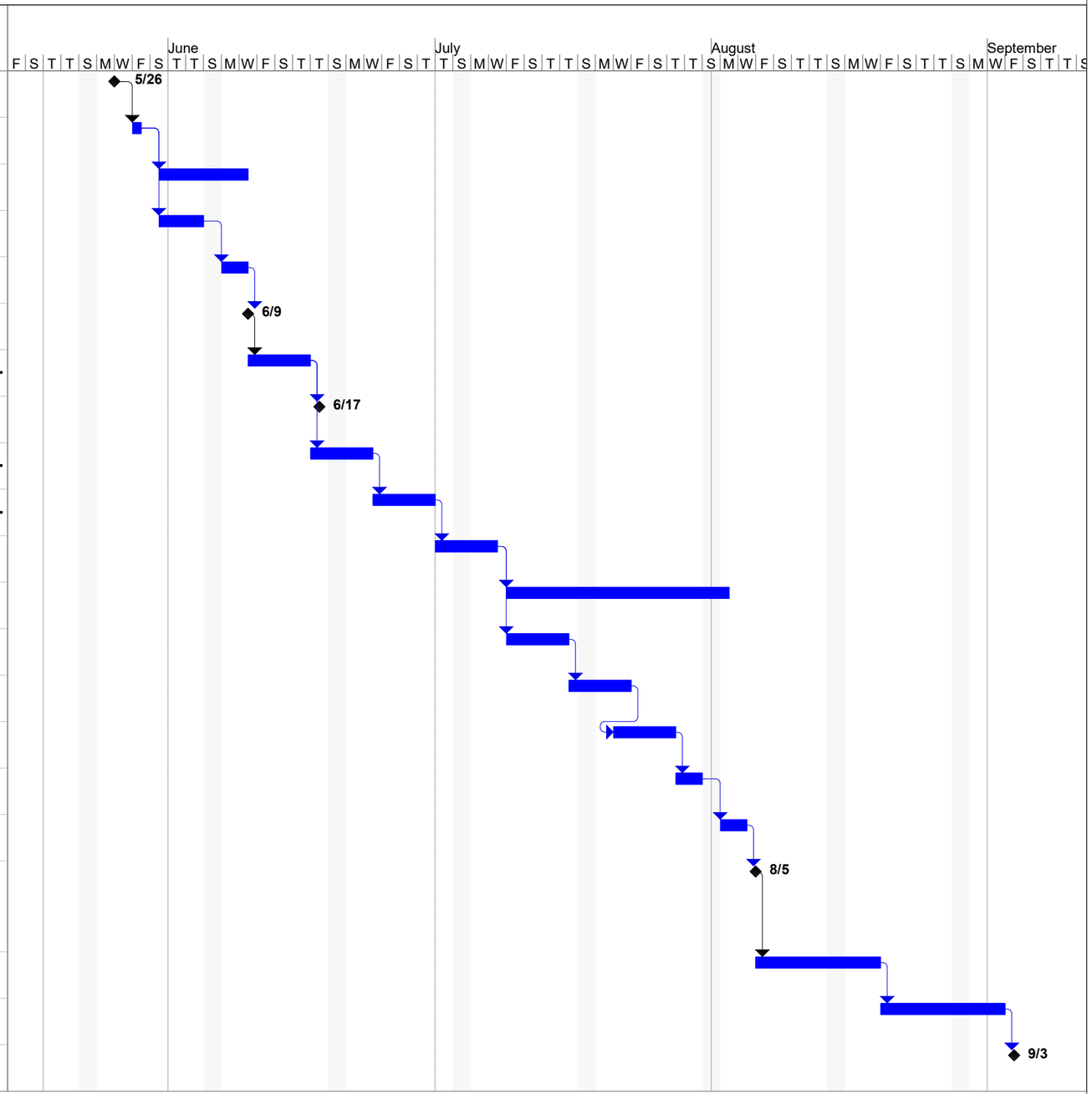
   - All contract documents, including a pdf copy of each deliverable, native electronic files, models and calculations will be uploaded to the County's project management database at each milestone and at the completion of the project. One hard copy of each deliverable will be provided unless additional copies are required per the submittal checklist.

7. EXCLUSIONS:

   a. The following items are not included in this work authorization:

   - PUBLIC INVOLVEMENT
   - SURVEY
   - ROW MAPPING
   - ENVIRONMENTAL STUDIES & DOCUMENTS
   - GEOTECHNICAL SERVICES
   - CONSTRUCTION PHASE SERVICES.
   - UTILITY COORDINATION OR RELOCATION ESTIMATES.

ID	Task Name	Duration	Start	Finish
1	**Notice To Proceed**	0 days	Wed 5/26/21	Wed 5/26/21
2	Kick-Off Meeting	1 day	Fri 5/28/21	Fri 5/28/21
3	**Route and design Studies**	8 days	Mon 5/31/21	Wed 6/9/21
4	Data Collection	5 days	Mon 5/31/21	Fri 6/4/21
5	Develop Design Criteria	3 days	Mon 6/7/21	Wed 6/9/21
6	Submittal of Design Summary Form	0 days	Wed 6/9/21	Wed 6/9/21
7	County review of draft report	5 days	Thu 6/10/21	Wed 6/16/21
8	**Schematic Development**	0 days	Thu 6/17/21	Thu 6/17/21
9	Develop roadway geometrics	5 days	Thu 6/17/21	Wed 6/23/21
10	Develop cross sections	5 days	Thu 6/24/21	Wed 6/30/21
11	Develop schematic layout	5 days	Thu 7/1/21	Wed 7/7/21
12	**Develop Schematic Drainage Study**	17 days	Fri 7/9/21	Mon 8/2/21
13	Hydrologic Study and Modeling	5 days	Fri 7/9/21	Thu 7/15/21
14	Hydraulic Study and Modeling	5 days	Fri 7/16/21	Thu 7/22/21
15	Impact and Mitigation Analysis	5 days	Wed 7/21/21	Tue 7/27/21
16	Develop Schematic Drainage Study	3 days	Wed 7/28/21	Fri 7/30/21
17	QC Review of Schematic Submittals	3 days	Mon 8/2/21	Wed 8/4/21
18	Submittal of Schematic and Schematic Drainage Study	0 days	Thu 8/5/21	Thu 8/5/21
19	County review of Schematic Submittals	10 days	Fri 8/6/21	Thu 8/19/21
20	Address review comments	10 days	Fri 8/20/21	Thu 9/2/21
21	**Submit final deliverables**	0 days	Fri 9/3/21	Fri 9/3/21



Project: CR 201/Williamson County
Date: Tue 5/18/21

Task
Split
Milestone
Summary
Project Summary
External Tasks
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Progress
Deadline

ATTACHMENT "D"

COUNTY ROAD 201 WA#1 Fee Estimate	Principal	Sr. Project Manager	Sr. Project Engineer	Project Engineer II	Graduate Engineer II	Engineering Specialist IV	Sr. Planner	Project Analyst II	Total Labor Hours	Task Cost
	$230.00	$210.00	$195.00	$160.00	$125.00	$160.00	$180.00	$115.00		
1. Project Management										
b. Develop monthly progress reports, Invoices, and billing (4 months assumed)		6							**6**	
c. Develop QA/QC Plan, perform QC review for 2 submittals		2	32						**34**	
d. Project Coordination and Administration	4	24					8	4	**40**	
e. Progress Coordination Meetings (2 assumed)		4					2		**6**	
f. Develop and maintain project schedule for Project Development tasks		3							**3**	
TASK HOURS SUB-TOTALS	4	39	32	0	0	0	10	4	**89**	
TASK TOTALS	$920.00	$8,190.00	$6,240.00	$0.00	$0.00	$0.00	$1,800.00	$460.00		**$17,610.00**
2. Route and Design Studies										
a. Data Collection		4	8	8	20				**40**	
b. Stakeholder Coordination (2 meetings assumed)		4		4			4		**12**	
c. Develop Design Criteria		4	2	8					**14**	
TASK HOURS SUB-TOTALS		12	10	20	20	0	4		**66**	
TASK FEE TOTAL		$2,520.00	$1,950.00	$3,200.00	$2,500.00	$0.00	$720.00			**$10,890.00**
3. Traffic Evaluations and Projections										
a. Data Collection - obtain/analyze traffic counts									**0**	
TASK HOURS SUB-TOTALS		0	0	0	0	0	0		**0**	
TASK FEE TOTAL		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			**$0.00**
4. Schematic Development										
a. Review existing data, develop Ultimate Schematic identifying ROW Requirements		24	12	24	24	24			**108**	
b. Prepare Cost Estimate for Ultimate Schematic		4		4					**8**	
c. Develop Ultimate Schematic Cross Sections (100' spacing)		8		24	24	24			**80**	
TASK HOURS SUB-TOTALS		36	12	52	48	48	0		**196**	
TASK FEE TOTAL		$7,560.00	$2,340.00	$8,320.00	$6,000.00	$7,680.00	$0.00			**$31,900.00**
5. Schematic Drainage Study										
a. Hydrologic Study and Modeling			8	12	40	40			**100**	
b. Hydraulic Study and modeling (5 cross drain structures assumed)			6	16	32	32			**86**	
c. Impact and Mitigation Analysis			8	12	4	8			**32**	
TASK HOURS SUB-TOTALS		0	22	40	76	80	0		**218**	
TASK FEE TOTAL		$0.00	$4,290.00	$6,400.00	$9,500.00	$12,800.00	$0.00			**$32,990.00**
TOTAL WSB LABOR HOURS	4	87	76	112	144	128	14	4	569	
TOTAL WSB LABOR COSTS	$920.00	$18,270.00	$14,820.00	$17,920.00	$18,000.00	$20,480.00	$2,520.00	$460.00		**$93,390.00**

OTHER DIRECT EXPENSES	**QUANTITY**		**UNIT**	**Rate**				**TOTAL**		
WSB Direct Expenses:										
TCEQ EARZ Submittal fee Defer to PS&E WA)	0		LS	5000				$0.00		
								$0.00		
								$0.00		
Mileage	200		miles	$ 0.575				$115.00		
SUBTOTAL DIRECT EXPENSES								**$115.00**		
SUMMARY										
Subtotal Labor			**$93,390.00**							
Subtotal Direct Expenses			**$115.00**							
TOTAL WA#1 FEE			**$93,505.00**							

Commissioners Court - Regular Session **27.**

Meeting Date: 06/08/2021

Final plat for the Eastwood Section III subdivision – Pct 3

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Eastwood Section III subdivision – Precinct 3.

Background

This is the next section of the Eastwood development. It consists of 98 lots and 3,830 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $15,788.41 has been posted with the County to cover the cost of the remaining construction.

Timeline

2020-11-23 – initial submittal of the final plat
2020-12-18 – 1st review complete with comments
2021-01-11 – 2nd submittal of final plat
2021-01-26 – 2nd review complete with comments
2021-05-24 – 3rd submittal of final plat with signatures
2021-05-26 – 3rd review complete with comments clear
2021-05-26 – receipt of financial security for the remaining construction
2021-06-03 – final plat placed on the June 8, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

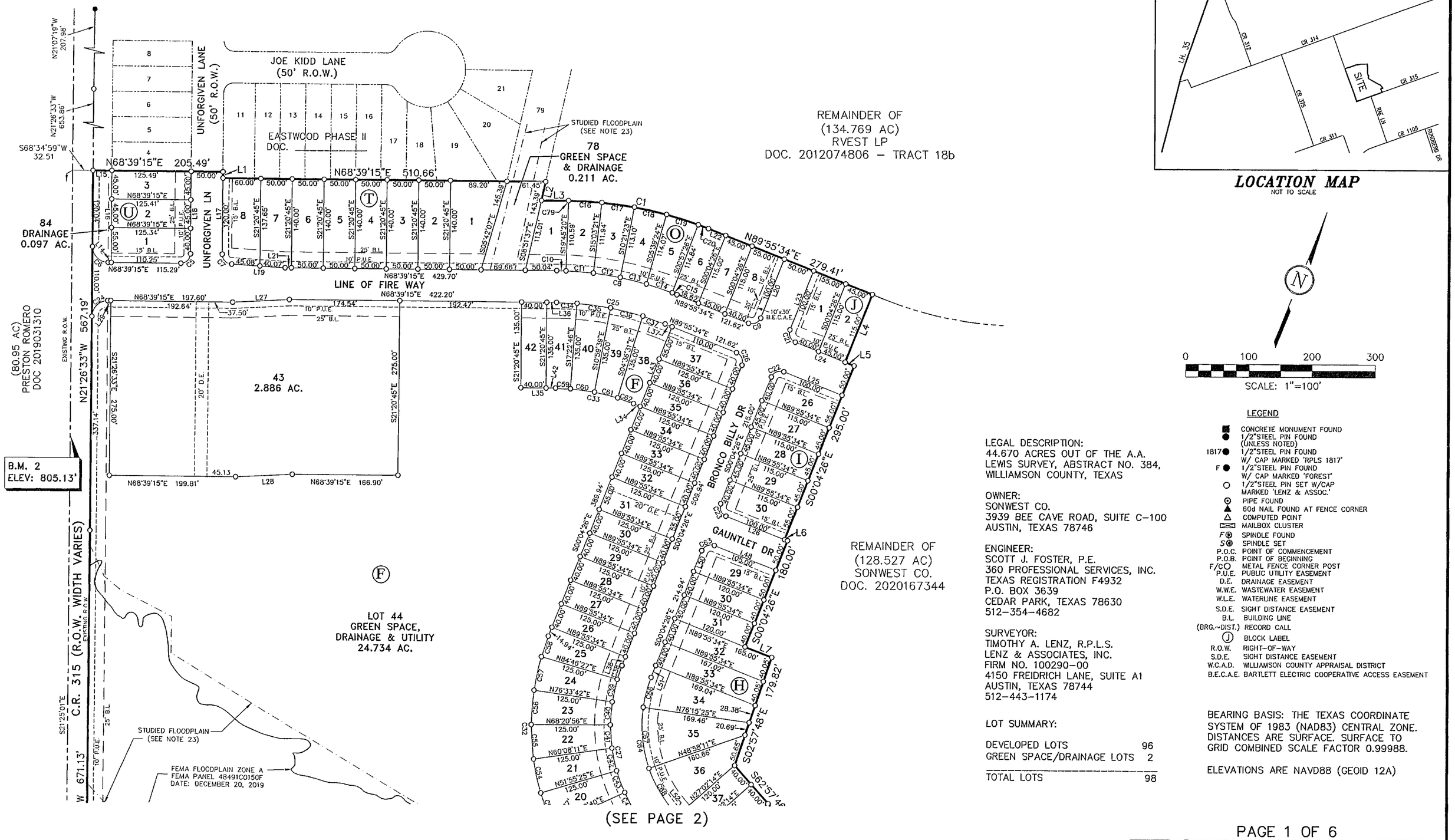
Attachments

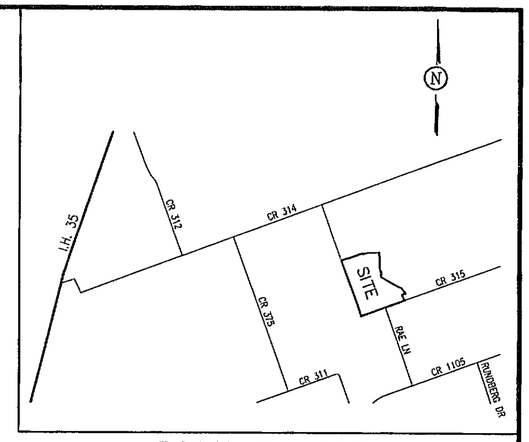
Final Plat - Eastwood Sec III

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 12:01 PM
Form Started By: Adam Boatright		Started On: 06/03/2021 11:54 AM
Final Approval Date: 06/03/2021		

EASTWOOD
SECTION III





LOCATION MAP
NOT TO SCALE

LEGEND

- ■ CONCRETE MONUMENT FOUND
- ● 1/2"STEEL PIN FOUND (UNLESS NOTED)
- 1817● 1/2"STEEL PIN FOUND W/ CAP MARKED 'RPLS 1817'
- F ● 1/2"STEEL PIN FOUND W/ CAP MARKED 'FOREST'
- ○ 1/2"STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
- ⊙ PIPE FOUND
- ▲ 60d NAIL FOUND AT FENCE CORNER
- △ COMPUTED POINT
- MB MAILBOX CLUSTER
- F⊕ SPINDLE FOUND
- S⊕ SPINDLE SET
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- F/CO METAL FENCE CORNER POST
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.W.E. WASTEWATER EASEMENT
- W.L.E. WATERLINE EASEMENT
- S.D.E. SIGHT DISTANCE EASEMENT
- B.L. BUILDING LINE
- (BRG.~DIST.) RECORD CALL
- (J) BLOCK LABEL
- R.O.W. RIGHT-OF-WAY
- S.D.E. SIGHT DISTANCE EASEMENT
- W.C.A.D. WILLIAMSON COUNTY APPRAISAL DISTRICT
- B.E.C.A.E. BARTLETT ELECTRIC COOPERATIVE ACCESS EASEMENT

LEGAL DESCRIPTION:
44.670 ACRES OUT OF THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, WILLIAMSON COUNTY, TEXAS

OWNER:
SONWEST CO.
3939 BEE CAVE ROAD, SUITE C-100
AUSTIN, TEXAS 78746

ENGINEER:
SCOTT J. FOSTER, P.E.
360 PROFESSIONAL SERVICES, INC.
TEXAS REGISTRATION F4932
P.O. BOX 3639
CEDAR PARK, TEXAS 78630
512-354-4682

SURVEYOR:
TIMOTHY A. LENZ, R.P.L.S.
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
512-443-1174

LOT SUMMARY:

DEVELOPED LOTS	96
GREEN SPACE/DRAINAGE LOTS	2
TOTAL LOTS	98

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) CENTRAL ZONE. DISTANCES ARE SURFACE. SURFACE TO GRID COMBINED SCALE FACTOR 0.99988.

ELEVATIONS ARE NAVD88 (GEOID 12A)

SITE BENCHMARK #1 – SQUARE ON EAST END OF HEADWALL
ELEV. 789.85'

SITE BENCHMARK #2 – 60d NAIL EAST SIDE OF UTILITY POLE, WEST SIDE C.R. 315.
ELEV. 805.13

ELEVATIONS (NAVD88, GEOID 12A)

BUILDING SETBACKS:

FRONT STREET	25'
SIDE STREET	15'
REAR	10'
SIDE	5'

SUBMITTAL DATE: NOVEMBER 20, 2020

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

SURVEY #: 2020-0541B F.B.

EASTWOOD
SECTION III

(SEE PAGE 1)

C.R. 315 (R.O.W. WIDTH VARIES)
S21°17'40"E 621.15'
EXISTING R.O.W.
25' B.L.
10' P.U.E.
N21°17'40"W 671.13'
P.O.B.
N85°24'18"W 216.75'
L44 L45 L46 L47 L61
N74°57'26"W 242.42'
N56°50'48"W 321.99'
S67°55'08"W 1268.48'
S68°34'59"W 30.01'
142.20'
142.51'
L13
S68°31'17"W 862.97'
397.00'
32.57'
C.R. 315
S68°31'17"W 612.65'
S.D.E (SEE DETAIL A
110.00'
24.60'
34.25'
N68°31'17"E 565.06'
STEEL F/C

(80.95 AC)
PRESTON ROMERO
DOC 201903310

STUDIED FLOODPLAIN (SEE NOTE 23)

FEMA FLOODPLAIN ZONE A
FEMA PANEL 48491C0150F
DATE: DECEMBER 20, 2019

REMAINDER OF
(128.527 AC)
SONWEST CO.
DOC. 2020167344

BRAZOS RIVER TRANSMISSION ELECTRIC COOPERATIVE EASE.
(BLANKET TYPE – NO WIDTH STATED)
VOL. 350, PG. 310

CENTERLINE 60' ELECTRIC EASE.

60'

B.M. 1
ELEV: 789.85'

SONTERRA M.U.D. UTILITY EASEMENT DOC. ____

20'

C= 44.44'

L10 L11 L12 C4

BRONCO BILLY DR
PINK CADILLAC LN
HARRY CALLAHAN DR

S62°57'46"E 225.00'
S62°57'46"E 260.00'
S62°57'46"E 225.30'
S42°57'32"E 225.93'
S02°57'48"E 179.82'

LOT 44
GREEN SPACE,
DRAINAGE & UTILITY
24.734 AC.

Ⓕ Ⓖ Ⓗ Ⓔ

REMAINDER OF
(128.527 AC)
SONWEST CO.
DOC. 2020167344

C=12.13'
C30
110.00'
24.46'
SIGHT DISTANCE EASEMENT
C.R. 315

DETAIL A

(10.05 AC)
(REMAINDER OF 12.05 AC)
CAREY BEN NEITSCH
DOC. 2004095542

(7.14 AC)
MAURICIO TERAN
MARTINEZ & WIFE
DOC. 2018031347

(6.161 AC)
GUSTAVO CAMARGO AND
GLORIA CAMARGO
DOC. 2014065140

(10.001 AC)
(REMAINDER 11.111 AC)
CONTRACT OF SALE
CHARLES EDWARD MARQUIS
DOC. 2002000703

(1.110 AC)
CHARLES
EDWARD MARQUIS
DOC. 2002075756

(10.99 AC)
LESLIE CRAIG HENDERSON &
ANTONIO MIGLIAVACCA
DOC. 2012052732

STREET DATA

STREET	LENGTH	R.O.W. WIDTH	PVMT. WIDTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
UNFORGIVEN LN	175.0	50'	30' LOG-LOG	25 MPH	PUBLIC	URBAN LOCAL
LINE OF FIRE WAY	235.0	60'	37' LOG-LOG	35 MPH	PUBLIC	URBAN COLLECTOR
LINE OF FIRE WAY	997.4	50'	30' LOG-LOG	25 MPH	PUBLIC	URBAN LOCAL
BRONCO BILLY DR	75.0	50'	37 LOG-LOG	35 MPH	PUBLIC	URBAN COLLECTOR
BRONCO BILLY DR	1912.8	60'	30' LOG-LOG	25 MPH	PUBLIC	URBAN LOCAL
GAUNTLET DR	145.0	50'	30' LOG-LOG	25 MPH	PUBLIC	URBAN LOCAL
PINK CADILLAC LN	145.0	50'	30' LOG-LOG	25 MPH	PUBLIC	URBAN LOCAL
HARRY CALLAHAN DR	145.0	50'	30' LOG-LOG	25 MPH	PUBLIC	URBAN LOCAL
TOTAL	3830.2					

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2020-0541B F.B.

EASTWOOD
SECTION III

MINIMUM F.F.E.	
LOT & BLOCK	MINIMUM F.F.E.
LOT 1, BLOCK F	795.5'
LOT 2, BLOCK F	795.6'
LOT 3, BLOCK F	795.7'
LOT 4, BLOCK F	795.8'
LOT 5, BLOCK F	795.8'
LOT 6, BLOCK F	796.0'
LOT 7, BLOCK F	796.2'
LOT 8, BLOCK F	796.3'
LOT 9, BLOCK F	796.4'
LOT 10, BLOCK F	796.5'
LOT 11, BLOCK F	796.7'
LOT 12, BLOCK F	796.8'
LOT 13, BLOCK F	797.1'
LOT 14, BLOCK F	797.2'
LOT 15, BLOCK F	797.5'
LOT 16, BLOCK F	797.4'
LOT 17, BLOCK F	797.5'
LOT 18, BLOCK F	797.5'
LOT 19, BLOCK F	799.0'
LOT 20, BLOCK F	799.5'
LOT 21, BLOCK F	805.3'
LOT 22, BLOCK F	805.3'
LOT 23, BLOCK F	805.3'
LOT 24, BLOCK F	805.3'
LOT 25, BLOCK F	805.3'
LOT 26, BLOCK F	805.3'
LOT 27, BLOCK F	805.3'
LOT 28, BLOCK F	805.3'
LOT 29, BLOCK F	805.3'
LOT 30, BLOCK F	805.3'
LOT 31, BLOCK F	805.3'
LOT 32, BLOCK F	805.3'
LOT 33, BLOCK F	805.3'
LOT 34, BLOCK F	805.3'
LOT 35, BLOCK F	805.3'
LOT 38, BLOCK F	809.7'
LOT 39, BLOCK F	809.7'
LOT 40, BLOCK F	809.7'
LOT 41, BLOCK F	809.7'
LOT 42, BLOCK F	809.7'
LOT 1, BLOCK O	814.0'
LOT 1, BLOCK T	814.0'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	21°16'18"	610.00'	226.47'	N79°17'24"E	225.17'
C2	3°00'40"	410.00'	21.55'	S31°14'20"E	21.54'
C3	5°33'41"	555.86'	53.95'	S28°39'57"E	53.93'
C4	90°00'00"	25.00'	39.27'	S66°28'43"E	35.36'
C5	90°00'00"	15.00'	23.56'	S23°39'15"W	21.21'
C6	89°54'12"	25.00'	39.23'	N66°23'39"W	35.33'
C7	90°00'00"	15.00'	23.56'	S66°20'45"E	21.21'
C8	21°16'19"	525.00'	194.91'	N79°17'24"E	193.80'
C9	90°00'00"	15.00'	23.56'	N44°55'34"E	21.21'
C10	1°35'26"	525.00'	14.57'	N69°26'57"E	14.57'
C11	4°41'58"	525.00'	43.06'	N72°35'39"E	43.05'
C12	4°41'58"	525.00'	43.06'	N77°17'38"E	43.05'
C13	4°41'58"	525.00'	43.06'	N81°59'36"E	43.05'
C14	4°41'58"	525.00'	43.06'	N86°41'35"E	43.05'
C15	0°53'00"	525.00'	8.09'	N89°29'04"E	8.09'
C16	4°54'13"	610.00'	52.21'	N71°06'35"E	52.19'
C17	4°54'47"	610.00'	52.31'	N76°01'05"E	52.29'
C18	4°55'15"	610.00'	52.39'	N80°56'06"E	52.37'
C19	4°55'38"	610.00'	52.46'	N85°51'32"E	52.44'
C20	1°36'12"	610.00'	17.07'	N89°07'27"E	17.07'
C21	90°00'00"	15.00'	23.56'	S45°04'26"E	21.21'
C22	90°00'00"	15.00'	23.56'	S44°55'34"W	21.21'
C23	90°00'00"	15.00'	23.56'	S45°04'26"E	21.21'
C24	90°05'48"	25.00'	39.31'	N23°36'21"E	35.39'
C25	21°16'19"	475.00'	176.35'	N79°17'24"E	175.34'
C26	90°00'00"	15.00'	23.56'	S45°04'26"E	21.21'
C27	62°53'20"	255.00'	279.89'	S31°31'06"E	266.05'
C28	28°41'22"	360.00'	180.26'	S48°37'05"E	178.38'
C29	13°28'34"	318.12'	74.82'	S26°25'37"E	74.65'
C30	90°00'00"	25.00'	39.27'	S23°31'17"W	35.36'
C31	21°53'52"	235.00'	89.81'	N52°00'51"W	89.27'
C32	45°11'25"	380.00'	299.71'	S22°40'09"E	292.01'
C33	21°16'19"	340.00'	126.23'	N79°17'24"E	125.51'
C34	3°57'59"	475.00'	32.88'	N70°38'14"E	32.88'
C35	6°23'08"	475.00'	52.94'	N75°48'48"E	52.91'
C36	6°23'08"	475.00'	52.94'	N82°11'55"E	52.91'
C37	4°32'05"	475.00'	37.59'	N87°39'31"E	37.58'
C38	5°09'07"	255.00'	22.93'	S02°39'00"E	22.92'
C39	8°12'45"	255.00'	36.55'	S09°19'56"E	36.52'
C40	8°12'45"	255.00'	36.55'	S17°32'41"E	36.52'
C41	8°12'45"	255.00'	36.55'	S25°45'26"E	36.52'
C42	8°12'45"	255.00'	36.55'	S33°58'12"E	36.52'
C43	8°12'45"	255.00'	36.55'	S42°10'57"E	36.52'
C44	8°12'45"	255.00'	36.55'	S50°23'43"E	36.52'
C45	8°12'45"	255.00'	36.55'	S58°36'28"E	36.52'
C46	0°14'56"	255.00'	1.11'	S62°50'19"E	1.11'
C47	3°17'22"	360.00'	20.67'	S61°19'06"E	20.66'
C48	10°07'27"	360.00'	63.61'	S54°36'41"E	63.53'
C49	15°16'34"	360.00'	95.98'	S41°54'41"E	95.70'
C50	8°29'03"	235.00'	34.80'	S45°18'26"E	34.77'
C51	10°07'27"	235.00'	41.52'	S54°36'41"E	41.47'
C52	3°17'22"	235.00'	13.49'	S61°19'06"E	13.49'
C53	7°11'17"	380.00'	47.67'	S41°40'13"E	47.64'
C54	8°12'45"	380.00'	54.47'	S33°58'12"E	54.42'
C55	8°12'45"	380.00'	54.47'	S25°45'26"E	54.42'
C56	8°12'45"	380.00'	54.47'	S17°32'41"E	54.42'
C57	8°12'45"	380.00'	54.47'	S09°19'56"E	54.42'
C58	5°09'07"	380.00'	34.17'	S02°39'00"E	34.16'
C59	3°57'59"	340.00'	23.54'	N70°38'14"E	23.53'
C60	6°23'08"	340.00'	37.89'	N75°48'48"E	37.87'
C61	6°23'08"	340.00'	37.89'	N82°11'55"E	37.87'
C62	4°32'05"	340.00'	26.91'	N87°39'31"E	26.90'
C63	90°00'00"	15.00'	23.56'	N44°55'34"E	21.21'
C64	62°53'20"	205.00'	225.01'	S31°31'06"E	213.89'
C65	90°00'00"	15.00'	23.56'	N72°02'14"E	21.21'
C66	13°40'08"	205.00'	48.91'	S06°54'30"E	48.79'
C67	27°17'14"	205.00'	97.63'	S27°23'12"E	96.71'
C68	21°55'58"	205.00'	78.47'	S51°59'48"E	78.00'
C69	90°00'00"	15.00'	23.56'	S17°57'46"E	21.21'
C70	90°00'00"	15.00'	23.56'	N72°02'14"E	21.21'
C71	90°00'00"	15.00'	23.56'	S17°57'46"E	21.21'
C72	30°13'07"	410.00'	216.24'	S47°51'13"E	213.74'
C73	4°32'51"	410.00'	32.54'	S60°41'21"E	32.53'
C74	5°16'14"	410.00'	37.71'	S55°46'49"E	37.70'
C75	5°16'14"	410.00'	37.71'	S50°30'35"E	37.70'
C76	5°16'14"	410.00'	37.71'	S45°14'21"E	37.70'
C77	5°16'14"	410.00'	37.71'	S39°58'08"E	37.70'
C78	4°35'22"	410.00'	32.84'	S35°02'20"E	32.83'
C79	0°00'13"	610.00'	0.04'	N68°39'22"E	0.04'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S21°20'45"E	10.00'
L2	S08°51'37"E	30.38'
L3	N68°39'15"E	43.21'
L4	S00°04'26"E	115.00'
L5	N89°55'34"E	15.00'
L6	N89°55'34"E	5.00'
L7	N89°55'34"E	45.00'
L8	S27°02'14"W	5.00'
L9	N27°02'14"E	5.00'
L10	S68°06'12"W	130.55'
L11	S24°20'28"E	50.06'
L12	S21°28'43"E	50.00'
L13	N64°14'23"W	17.13'
L14	N68°39'15"E	5.04'
L15	N68°39'15"E	30.00'
L16	S21°26'33"E	145.00'
L17	S21°20'45"E	130.00'
L18	S21°20'45"E	130.00'
L19	N72°01'14"E	85.15'
L20	S00°04'26"E	100.00'
L21	N68°39'15"E	10.00'
L22	N89°55'34"E	29.41'
L23	S00°04'26"E	100.00'
L24	N89°55'34"E	100.00'
L25	N89°55'34"E	100.00'
L26	N89°55'34"E	105.00'
L27	N65°28'27"E	90.14'
L28	N65°28'27"E	90.14'
L29	N68°39'15"E	4.96'
L30	S18°36'59"E	50.06'
L31	S21°28'43"E	50.00'
L32	S48°55'28"E	41.23'
L33	S54°30'15"E	54.29'
L34	N89°55'34"E	11.62'
L35	N68°39'15"E	55.19'
L36	N68°39'15"E	15.19'
L37	N89°55'34"E	11.62'
L38	S00°04'26"E	14.94'
L39	S62°57'46"E	38.88'
L40	S62°57'46"E	30.37'
L41	S62°57'46"E	30.37'
L42	N68°39'15"E	15.19'
L43	S00°04'26"E	135.00'
L44	N66°17'40"W	56.57'
L45	S75°49'50"W	40.31'
L46	S68°42'20"W	40.00'
L47	S82°44'30"W	41.23'
L48	N89°55'34"E	105.00'
L49	N27°02'14"E	105.00'
L50	N00°04'26"W	35.00'
L51	N00°04'26"W	19.94'
L52	S62°57'46"E	8.76'
L53	N27°02'14"E	105.00'
L54	N27°02'14"E	105.00'
L55	S62°57'46"E	35.00'
L56	S62°57'46"E	35.00'
L57	N27°02'14"E	105.00'
L58	S62°57'46"E	80.49'
L59	S62°57'46"E	35.00'
L60	S62°57'46"E	5.49'
L61	N82°24'19"W	156.63'

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2020-0541B F.B.

EASTWOOD
SECTION III

FIELD NOTE DESCRIPTION
44.670 ACRES
A.A. LEWIS SURVEY, A-384
WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 44.670 ACRES OF LAND OUT OF THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 128.527 ACRE TRACT DESCRIBED IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2020167344 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 44.670 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL STEEL PINS SET CITED HEREIN ARE ½ INCH DIAMETER WITH CAP MARKED LENZ & ASSOC. BEARINGS CITED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE.

BEGINNING AT A STEEL PIN SET ON THE EAST LINE OF COUNTY ROAD 315, THE SAME BEING THE WEST LINE OF THE SAID 128.527 ACRE SONWEST CO. TRACT, FROM WHICH A ½ INCH DIAMETER STEEL PIN FOUND AT A SOUTHWEST CORNER OF THE SAID 128.527 ACRE TRACT BEARS S 21°17'40" E, 621.15 FEET;

THENCE, ALONG THE EAST LINE OF COUNTY ROAD 315, THE SAME BEING THE WEST LINE OF THE SAID 128.527 ACRE SONWEST CO. TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) N 21°17'40" W, 671.13 FEET TO A STEEL PIN SET;

2) N 21°26'33" W, 567.19 FEET TO A STEEL PIN SET, FROM WHICH A ½ INCH DIAMETER STEEL PIN FOUND BEARS N 21°26'33" W, 653.86 FEET TO A STEEL PIN SET AND N 21°07'19" W, 207.98 FEET;

THENCE, TRAVERSING THE INTERIOR OF THE SAID 128.527 ACRE SONWEST CO. TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) N 68°39'15" E, 205.49 FEET TO A STEEL PIN SET;

2) S 21°20'45" E, 10.00 FEET TO A STEEL PIN SET;

3) N 68°39'15" E, 510.66 FEET TO A STEEL PIN SET ON AN EAST LINE OF THE SAID 128.527 ACRE SONWEST CO. TRACT, BEING A COMMON LINE WITH A REMAINDER PORTION OF THAT CERTAIN 134.769 ACRE TRACT CALLED TRACT 18B IN A DEED TO RVEST LP RECORDED IN DOCUMENT NUMBER 2012074806 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS,

THENCE, S 08°51'37" E, A DISTANCE OF 30.38 FEET TO A STEEL PIN SET AT AN INTERIOR CORNER OF THE SAID 128.527 ACRE SONWEST CO. TRACT, BEING A COMMON CORNER WITH THE SAID REMAINDER PORTION OF THE 134.769 ACRE RVEST LP TRACT;

THENCE, ALONG A COMMON LINE BETWEEN THE SAID 128.527 ACRE SONWEST CO. TRACT AND THE SAID REMAINDER PORTION OF THE 134.769 ACRE RVEST LP TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) N 68°39'15" E, 43.21 FEET TO A STEEL PIN SET;

2) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 610.00 FEET, A CENTRAL ANGLE OF 21°16'18", AN ARC LENGTH OF 226.47 FEET, AND A CHORD BEARING & DISTANCE OF N 79°17'24" E, 225.17 FEET TO A STEEL PIN SET;

3) N 89°55'34" E, 279.41 FEET TO A STEEL PIN SET;

THENCE, TRAVERSING THE INTERIOR OF THE SAID 128.527 ACRE SONWEST CO. TRACT, THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES:

1) S 00°04'26" E, 115.00 FEET TO A STEEL PIN SET;

2) N 89°55'34" E, 15.00 FEET TO A STEEL PIN SET;

3) S 00°04'26" E, 295.00 FEET TO A STEEL PIN SET;

4) N 89°55'34" E, 5.00 FEET TO A STEEL PIN SET;

5) S 00°04'26" E, 180.00 FEET TO A STEEL PIN SET;

6) N 89°55'34" E, 45.00 FEET TO A STEEL PIN SET;

7) S 02°57'48" E, 179.82 FEET TO A STEEL PIN SET;

8) S 62°57'46" E, 225.00 FEET TO A STEEL PIN SET;

9) S 27°02'14" W, 5.00 FEET TO A STEEL PIN SET;

10) S 62°57'46" E, 260.00 FEET TO A STEEL PIN SET;

11) N 27°02'14" E, 5.00 FEET TO A STEEL PIN SET;

12) S 62°57'46" E, 225.30 FEET TO A STEEL PIN SET;

13) S 42°57'32" E, 225.93 FEET TO A STEEL PIN SET;

14) S 68°06'12" W, 130.55 FEET TO A STEEL PIN SET;

15) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 03°00'40", AN ARC LENGTH OF 21.55 FEET, AND A CHORD BEARING & DISTANCE OF S 31°14'20" E, 21.54 FEET TO A STEEL PIN SET;

16) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 555.86 FEET, A CENTRAL ANGLE OF 05°33'41", AN ARC LENGTH OF 53.95 FEET, AND A CHORD BEARING & DISTANCE OF S 28°39'57" E, 53.93 FEET TO A STEEL PIN SET;

17) S 24°20'28" E, 50.06 FEET TO A STEEL PIN SET;

18) S 21°28'43" E, 50.00 FEET TO A STEEL PIN SET;

19) WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, AND A CHORD BEARING & DISTANCE OF S 66°28'43" E, 35.36 FEET TO A STEEL PIN SET ON THE NORTH LINE OF COUNTY ROAD 315, FROM WHICH A STEEL FENCE CORNER POST FOUND ON THE NORTH LINE OF COUNTY ROAD 315 AT THE SOUTHEAST CORNER OF THE SAID 128.527 ACRE SONWEST CO. TRACT, THE SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT DESCRIBED AS 28.960 ACRES SAVE AND EXCEPT 1.49 ACRES IN A DEED TO ROBERT J. WILSON, TRUSTEE RECORDED IN DOCUMENT NUMBER 2018106623 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS BEARS N 68°31'17" E, 565.06 FEET;

THENCE, S 68°31'17" W, A DISTANCE OF 612.65 FEET ALONG THE NORTH LINE OF COUNTY ROAD 315, THE SAME BEING THE SOUTH LINE OF THE SAID 128.527 ACRE SONWEST CO. TRACT, TO A STEEL PIN SET;

THENCE, TRAVERSING THE INTERIOR OF THE SAID 128.527 ACRE SONWEST CO. TRACT, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1) N 56°50'48" W, 321.99 FEET TO A STEEL PIN SET;

2) N 74°57'26" W, 242.42 FEET TO A STEEL PIN SET;

3) N 82°24'19" W, 156.63 FEET TO A STEEL PIN SET;

4) S 82°44'30" W, 41.23 FEET TO A STEEL PIN SET;

5) S 68°42'20" W, 40.00 FEET TO A STEEL PIN SET;

6) S 75°49'50" W, 40.31 FEET TO A STEEL PIN SET;

7) N 66°17'40" W, 56.57 FEET TO A STEEL PIN SET;

8) N 85°24'18" W, 216.75 FEET TO THE PLACE OF BEGINNING, CONTAINING 44.670 ACRES OF LAND, MORE OR LESS.

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EASTWOOD
SECTION III

NOTES:

1) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

2) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL.

3) A 10' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.

4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.

5) THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

6) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.

7) BUILDING SETBACK LINES SHALL BE IN ACORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.

8) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

9) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

11) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

12) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

13) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.

14) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.

15) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.

16) NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0150F EFFECTIVE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

17) A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

18) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

19) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.

20) ALL SIDEWALKS ARE TO BE MAINTAINED BY THE ADJACENT PROPERTY OWNER.

21) RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.

22) IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

23) THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY 360 PROFESSIONAL SERVICES INC., DATED MARCH 2020.

24) NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.

25) THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

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

27) MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2020-0541B F.B.

EASTWOOD
SECTION III

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT SONWEST CO, ACTING BY AND THROUGH ANDY BILGER, VICE PRESIDENT, SOLE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020167344, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THAT CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE THE PORTION OF THE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "EASTWOOD SECTION III"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 11th DAY OF May, 2021.

Andy Bilger
SONWEST CO
BY: ANDY BILGER
3939 BEE CAVE ROAD, SUITE C-100
AUSTIN, TEXAS 78746

ASHLEY SLOWBE
Notary ID #128860696
My Commission Expires
January 26, 2024

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 11th DAY OF May, 2021 A.D. BY ANDY BILGER ACTING IN THE CAPACITY HEREIN STATED.

Ashley Slowbe
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES January 26th, 2024

SURVEYOR'S CERTIFICATE

I, TIMOTHY A LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

4-27-2021
TIMOTHY A. LENZ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

STATE OF TEXAS
REGISTERED
TIMOTHY A. LENZ
4393
PROFESSIONAL
LAND SURVEYOR

I, SCOTT J. FOSTER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150E DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

5/5/2021
SCOTT J. FOSTER, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER NO. 84652
360 PROFESSIONAL SERVICES
P.O. BOX 3639
CEDAR PARK, TEXAS, 78630
FIRM NO. 4932

STATE OF TEXAS
SCOTT J. FOSTER
84652
LICENSED
PROFESSIONAL ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 11th DAY OF May, 2021, A.D.

Teresa Bak Teresa Baker
WILLIAMSON COUNTY ADDRESS COORDINATOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPOSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

I, BILL GRAVELL Jr., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL Jr. DATE
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__, A.D. AT ____ O'CLOCK ____.M. AND DULY RECORDED THIS THE ____ DAY OF _____, 20__, A.D., AT _____ O'CLOCK __.M., IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER _____.

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

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY _____ DEPUTY

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2020-0541B F.B.

Commissioners Court - Regular Session **29.**

Meeting Date: 06/08/2021

Potts and Reily

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 the engagement of the law firm of Potts & Reilly, L.L.P. to represent Williamson County regarding matters pertaining to redistricting; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Potts & Reilly Engagement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/02/2021 09:26 PM
Form Started By: Hal Hawes		Started On: 06/02/2021 02:49 PM
Final Approval Date: 06/02/2021		

POTTS & REILLY, L.L.P.
ATTORNEYS & COUNSELORS

MAILING ADDRESS:
POST OFFICE BOX 4037
HORSESHOE BAY, TEXAS 78657-4037

WRITER'S PHONE & EMAIL:
512-469-7474, ext. 102Y
512-970-3811 (CELL)
reilly@pottsreilly.com

FRANK M. REILLY
Partner

May 27, 2021

Honorable Bill Gravell, Jr.
County Judge
Williamson County, Texas
710 S. Main Street,
Ste. 101
Georgetown, TX 78626

Re: Proposal for Legal Services Regarding Matters Pertaining to Redistricting

Dear Judge Gravell:

If approved by the Williamson County, Texas Commissioners Court, this letter will serve as the agreement to employ POTTS & REILLY, L.L.P. to represent Williamson County, Texas to provide legal advice for redistricting the county's commissioners court and other precincts, as more specifically described in Exhibit A (the Matter).

Scope of Engagement. As hired counsel, we will represent your interests in regard to the Matter. Although we will endeavor to achieve results in this Matter that are satisfactory to you, it is understood that we make no promises or guarantees to you concerning the outcome and cannot do so.

Cooperation. To enable us to effectively perform the services contemplated, it is essential that you disclose fully and accurately all facts and keep us apprised of all developments relating to the Matter. You have agreed to cooperate fully with us and to make yourself and your representatives available to attend meetings, conferences, hearings and other proceedings.

Fees. Fees for our services for the Matter will not exceed $40,000. Attorneys of the Firm, Frank M. Reilly and Susan E. Potts, and those who are under contract with the Firm, including Donna García Davidson and Eric Opiela, will be computed and billed to you ~~at~~ $400.00 an hour. Work performed by legal assistants or law clerks will be charged at rates ranging from $125.00 to $175.00 an hour.

We will attempt to utilize individuals in the firm to provide you with the most economical service dependent upon the individual and the task involved, as well as his or her level of experience and expertise.

Expenses. In addition to our fees, you will be billed for any expenses incurred on your behalf. Such expenses include, but are not limited to, photocopying, delivery services, postage, filing fees, and travel expenses. Unless special arrangements are otherwise made, fees and expenses of third parties, *e.g.* experts, investigators, and consultants, are your responsibility and will be charged on your monthly statement.

Payment. Statements for services rendered and expenses incurred will be sent monthly and will be due upon receipt. Although we certainly do not anticipate any problems with the payments of our invoices, should balances become past due, we reserve the right to withdraw from any further representation and to pursue our legal remedies.

Conflicts. If a controversy arises between you and any other client of our firm, we, after taking into account the rules of professional ethics applicable to us, may decline to represent either you or such other client or both you and such other client.

Termination or Withdrawal. Our representation may be terminated prior to the conclusion of the Matter by either of us by written notice to the other party. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this agreement letter, including the timely payment of our fees, or fail to cooperate or follow our advice on a material matter, or if any fact or circumstance would, in our view, render our continuing representation unlawful, unethical or ineffective. No such termination or withdrawal, however, will relieve you of the obligation to pay the legal fees owed us for services performed and other charges owing to us to the date of termination or withdrawal.

Communication. We will frequently use a cellular telephone, electronic mail, and facsimile transmissions for internal and external communications. With certain software or equipment, it is possible for third parties to intercept these types of transmissions. Unless you notify me in writing immediately that this is not agreeable, your signature on this engagement letter authorizes me to use these forms of communication as indicated.

Client Documents. We will maintain all documents furnished to us by you in our client files for this Matter. At the conclusion of the Matter (or earlier if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to return to you. We may keep copies thereof to the extent we believe advisable for our records. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

Publications. From time to time, we include a client's name in announcements, firm resumes, legal directories, and newsletters. If you have any objections to our firm using your name in this fashion, please let us know, and we will gladly respect your wishes.

Notice. The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide RLA with information about how to file a complaint. Please call 800-932-1900 toll-free for more information.

Please do not hesitate to contact me if you have any questions. We are pleased to have this opportunity to be of service to the county, and we look forward to working with you. We are honored to have the opportunity to be of assistance.

If the foregoing correctly reflects the terms and conditions of our representation, and is authorized by the commissioners court, please so indicate by executing this letter in the space provided below and returning a copy to me.

Very truly yours,

POTTS & REILLY, L.L.P.

By:_____
Frank M. Reilly, Partner

Understood and Agreed on the _____ day of _____, 2021:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Exhibit A to Agreement Between Potts & Reilly, LLP and Williamson County, Texas

The Matter and scope of services for legal services to be performed are as follows.

1. Monitor, recommend and take reasonable and necessary action to ensure that the 2020 Census count of Williamson County residents is taken into consideration for reapportionment and redistricting;

2. Monitor, recommend and take reasonable and necessary action to ensure that reapportionment and redistricting takes into account the need for compact, contiguous, equally populated districts that protect Williamson County's existing communities of interest, as well as partisan and racial fairness;

3. In furtherance of scope of work in Nos. 1-2 above:
   a. Evaluate and review the reapportionment and redistricting process working in conjunction with other professional and technical staff to advise County Commissioners and recommend appropriate action to be taken by Williamson County to protect its interests.
   b. Consult with County Commissioners regarding the various redistricting plans and maps anticipated to be circulated for consideration and adoption;
   c. Evaluate and review in conjunction with other professionals and technical experts, whether retained by Williamson County or otherwise available, the demographic data and other information used in the reapportionment and redistricting process for use in estimating and projecting the population Williamson County and other Texas counties.
   d. Consider and recommend action to be taken by Williamson County in proposing or objecting to maps circulated for consideration and adoption.

4. Assist Williamson County in the reapportionment and redistricting of geographical districts within the County;

5. In furtherance of scope of work in No. 4 above:
   a. Perform redistricting demographic analyses during the decennial redistricting effort;
   b. Assist Williamson County and its other professional, technical and clerical personnel in the reapportionment and redistricting of geographical districts within the County;
   c. Assist Williamson County in the adoption and enactment of appropriate geographical districts within the County that satisfy the laws and Constitution of the United States and Texas.

6. Advise Williamson County, in coordination with other professional and technical staff, regarding proper responses to inquires from state and federal entities related to decennial redistricting.

7. Advise Williamson County with respect to any pending or threatened litigation related to reapportionment and redistricting.

8. Monitor, recommend and take reasonable and necessary action to ensure that reapportionment and redistricting of judicial districts promote prompt and efficient administration of government and judicial resources for Williamson County and its citizens.

9. Other tasks as assigned.

Commissioners Court - Regular Session **30.**

Meeting Date: 06/08/2021

Amendment to Opioid Response agreement with MOT

Submitted For: Annie Burwell **Submitted By:** Jeanne Williby, Outreach

Department: Outreach

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the contract amendment between University of Texas Health San Antonio and Williamson County related to a change in how the contract will be funded.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/20/2021 10:00 AM
Form Started By: Jeanne Williby		Started On: 05/20/2021 09:50 AM
Final Approval Date: 05/20/2021		

Purchase Services Agreement Amendment

UTHSCSA	AWARDEE
Name: The University of Texas Health Science Center at San Antonio Address: 7703 Floyd Curl Drive, MC 7828 San Antonio TX 78229-3900	Name: Williamson County Address: 3189 SE Inner Loop Georgetown, TX 78626
Study: Texas Targets Opioid Reponses (TTOR)	PSA No. 168951/168682
Effective Date of Amendment: 05/19/2021	Amendment No. 01

Amendment(s) to Original Terms and Conditions

1. Article 4, Consideration and Payment.

Deleted: Payments and any other compensation to be provided for the conduct of the Study shall be as set forth in Attachment B, Payment Schedule, attached hereto and incorporated herein.

Substituted: UTHSCSA shall provide funding to AWARDEE in one lump sum payment. The attached sample invoice in Attachment D should be utilized to request payment.

2. Attachment B, Payment Schedule.

Deleted: In consideration for performance of the work by AWARDEE, UTHSCSA shall pay AWARDEE an amount not to exceed $208,333.00. This amount is payable on based on actual hours that have been performed in accordance with the table below. Invoices should be submitted monthly in Clinical management for Behavioral Health Services

Substituted: A total of $208,333.00 will be paid in one lump sum payment. The allocated provided amount will be to offset operational expenses emanating from the development and operational costs in accordance with the Statement of Work and estimated budget provided in Attachment C.

3. Attachment C, Budget.

Add the following language: Budget provided for estimated purposes only.

4. Attachment D, Sample Invoice.

This attachment is added to the Purchase Services Agreement.

All other terms and conditions remain unchanged.

By an Authorized Official of Prime Awardee	By an Authorized Official of Subrecipient
Digitally signed by Chris G. Green, CPA DN: cn=Chris G. Green, CPA, o=UT Health San Antonio, ou, email=greenc@uthscsa.edu, c=US Date: 2021.05.19 15:27:07 -05'00'	
Name Chris G. Green, CPA Date 05/19/21	Name Bill Gravell Date _____
Title Senior Director, Sponsored Programs	Title County Judge

Attachment D
Sample Invoice

Williamson County
3189 SE Inner Loop
Georgetown, TX 78626

Payor:

UTHSCSA
7703 Floyd Curl Drive
San Antonio, Texas 78229-3900
email: greenc@uthscsa.edu

Voucher No.: 1
Date: 5/19/2021

Re: Agreement 168591/168682

Fixed Price Agreement	$208,333.00
Total Requested Costs:	**$208,333.00 USD**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

_____
Name:
Title:

Commissioners Court - Regular Session **31.**

Meeting Date: 06/08/2021

Tax Collection Agreement

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Parks at Westhaven Public Utility District and the County of Williamson, Texas.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parks PID

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/26/2021 01:27 PM
Form Started By: Judy Kocian		Started On: 05/25/2021 02:13 PM
Final Approval Date: 05/26/2021		

AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND THE CITY OF GEORGETOWN, TEXAS FOR BILLING AND COLLECTION SERVICES RELATED TO THE PARKS AT WESTHAVEN PUBLIC IMPROVEMENT DISTRICT

This agreement (the "Agreement") is between Williamson County, Texas (the "County"), a political subdivision of the State of Texas, and the City of Georgetown, Texas (the "City"), a home-rule municipality located within the territory of the County, for billing and collection services related to the Parks at Westhaven Public Improvement District (the "District") authorized and administered by the City.

RECITALS

A. The City authorized the District, effective on February 3, 2021, by a majority vote of all members of its City Council adopting a resolution (Resolution No. 012621-M) in accordance with the City Council's findings as to the advisability of the planned services and improvements, pursuant to Section 372.010 of the Texas Public Improvement District Act (the "PID Act") (Tex. Local Gov't Code Secs. 372.00 l to 372.026). The City has in the past, and may in the future, over time and from time to time, altered the boundaries of the District, and this Agreement will remain in force until terminated.

B. The City adopted assessment plans apportioning the cost of the planned services and improvements among the parcels of real property in the District and prepared a proposed assessment roll stating the amount of the assessment due from each such parcel (the "Assessments") pursuant to Sec. 372.016 of the PID Act. The City published and mailed the required notices and held a public hearing, heard and passed on all objections to a proposed Assessment, and by ordinance levied the Assessments against such parcels as a special assessment on the property in accordance with Sec. 372.017 of the PID Act, providing in the ordinance that the Assessments may be paid in annual installments.

C. The City and the County find that it is in the mutual interest of the citizens of the City and the County for the City to contract with the County to perform the duties related to the billing and collection of the of the Assessments, as authorized by Sec. 372.0175 of the PID Act and pursuant to the Intergovernmental Cooperation Act (Tex. Gov. Code, Chapter 791).

D. Except as otherwise provided herein, the term "Assessment" as used in this Agreement shall refer to both the full apportioned cost of the planned services and improvements due from each parcel according to the assessment roll and the annual installments due from each parcel, whether fixed or determined annually.

AGREEMENT

Therefore, in consideration of the mutual promises stated herein, the County and the City agree as follows:

1. **Agreement for Billing and Collection of Installments of Assessments.** Beginning on the Effective Date (defined below) and continuing until the Agreement is terminated pursuant to its terms, the City authorizes the County exclusively, acting through the Williamson County Tax Assessor-Collector (the "Tax Assessor-Collector"), to bill and collect the annual installments of the Assessments and to represent the City for all purposes related to the billing and collection of such installments, except as stated below. The County agrees to perform for the City all of the duties of the City related to the billing and collection of the installments provided in the assessment plan and Texas law. The County further agrees to send monthly collection reports to the City, prepare tax certificates, develop and maintain delinquent assessment rolls for the City, and provide copies of all records related to the services that the County provides under this Agreement. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the duties of the County under this Agreement. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

2. **Exclusions.** This Agreement will not include billing or collection of the following:

2.1 Assessments in amounts other than annual installments; and

2.2 Any installments of the Assessments that are for years for which the tax lien on the property has been transferred by the County to a transferee at the request of the owner according to Texas Tax Code Sec. 32.06; and

2.3 Any Assessments on property for which the owner has deferred collection of the property taxes on the property as allowed by Texas Tax Code Sec. 33.06 or 33.065.

The billing and collection of the foregoing excluded Assessments will remain the responsibility of the City.

3. **Term of Agreement.** The term of this Agreement will begin on the latest date accompanying the signature lines of the duly authorized representatives of the parties on this Agreement (the "Effective Date") and will terminate on the date that is one (1) year after the Effective Date (the "Initial Term"), unless renewed and extended as provided below. After the Initial Term, this Agreement will be automatically renewed and extended for an additional one (1) year term unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) calendar days before the end of the Initial Term. If the Agreement is renewed and extended after the Initial Term, thereafter it will be renewed and extended automatically for succeeding one (1) year terms unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) days before the end of then-current term. If a written notice of termination is given, the Agreement will nevertheless remain in effect for the remainder of the term in which the notice is given and will remain in effect thereafter with respect to any Assessment for which a suit to foreclose the assessment lien was been filed prior to such termination, until the suit is dismissed or a sale of the property to carry out the foreclosure has occurred, and the proceeds have been collected.

4. **Assessment Data.** Each year during the term of this Agreement, on or before September 1, the City will provide to the Tax Assessor-Collector the amount of the annual installment due for that year on the Assessment against each tract of real property in the District except tracts that are exempt. The data will be provided to the Tax Assessor- Collector electronically in a format that is compatible with the format of the County's property tax records. The Tax Assessor-Collector will provide no less than ninety (90) days' notice to the City of any required format change in the electronic file. The City will notify the Tax Assessor-Collector of any adjustments of the annual installments and will be responsible for paying any refunds that result from such adjustments. The City will not provide the Tax Assessor-Collector with the total amounts of the Assessments, and the County will not be responsible for the billing or collection of the Assessments other than in annual installments. Determining exemptions, calculating the amounts

of the annual installments, computing the cumulative balances of the Assessments, and any collection of the Assessments other than in annual installments will remain the responsibility of the City. The calculation of annual installments will be based on the ownership defined by the current tax appraisal roll of the Williamson Central Appraisal District ("WCAD") for the year of the installments. If the City fails to provide the Assessments to the Tax Assessor-Collector by September 15 of the Initial Term or any renewed term of this Agreement, the Agreement may be terminated by the County upon written notice to the City according to Section 12 below. The initial delivery of data by the City to the Tax Assessor-Collector will also include a record of all payments made on the Assessments during the preceding five (5) years. The Tax Assessor Collector will make available to the City a continuous on-line disbursement report summarizing the payments collected.

5. **Billing of Assessments**. The Tax Assessor-Collector will bill the annual installments of the Assessments to the property owners by including the amount of the installment as a line item in the consolidated property tax bill mailed by the Tax Assessor-Collector to each owner of real property in the District. The bills will be mailed about October 1 of each year or as soon thereafter as practicable. Each tax bill that includes a line item for an installment of an Assessment will also include a statement in substantially the following language: "Assessments of public improvement districts are not taxes but are collected by the Williamson County Tax Office under an agreement with the municipality."

6. **Collection of Assessments**. The Tax Assessor-Collector will collect the installments of the Assessments and remit the amount collected to the City daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in Section 10 below. The Tax Assessor-Collector and private legal counsel contracted by the County for the collection of delinquent property taxes will also collect any delinquent installments of the Assessments, including filing suits for foreclosure of the lien securing the Assessments provided in Sec. 372.018 of the PID Act. All of the terms of Sec. 372.018 of the PID Act and all of the provisions of the Texas Tax Code with respect to payment, refunds, delinquency, penalties and interest, waiver of penalties and interest, costs and expenses of collection, attorney's fees, personal liability, installment payment of delinquent amounts, suits, lien foreclosure, limitation of

collection, redemption, and other matters related to the collection of property taxes will also apply to the collection of the installments of the Assessments, except that the provisions of Texas Tax Code Sec. 32.06 on property tax loans and the transfer of tax liens, and Texas Tax Code Secs. 33.045, 33.06, and 33.065 on the deferral of collection of property taxes on certain residential homesteads will not apply. Billing and collection of the installments of Assessments on property for which the tax lien has been transferred to a transferee or that is subject to such deferral of collection of taxes will remain the responsibility of the City, as provided in Section 2 above. Any partial collection of delinquent taxes and delinquent installments of Assessments will be divided pro-rata among the entities imposing the taxes and the Assessments without preferring one entity over another. During the term of this Agreement, only the Tax Assessor-Collector will collect the installments of the Assessments. If any payments are received by the City for amounts billed by the Tax Assessor-Collector on the City's behalf, they will be remitted to the Tax Assessor-Collector. The City will notify the Tax Assessor-Collector if any Assessment is prepaid to the City, in full or in part.

7. **Notice to Property Owners.** If the City has not done so before the Effective Date, then after the Effective Date and prior to the mailing by the County of the first bills for annual installments of the Assessments, the City will notify each owner of property in the District, except exempt property, by first class mail that the subsequent installments of the Assessment on the owner's property will be billed by and paid to the Tax Assessor-Collector until the owner is notified that this Agreement is terminated.

8. **Foreclosure Suits.** The City hereby agrees and expressly authorizes the County to contract on the City's behalf with private legal counsel for the collection of the delinquent installments of an Assessment, said private counsel being the same contracted by the County for the collection of delinquent property taxes. The maturity of the subsequent installments will not accelerate following a default in payment. The County and its private legal counsel will control the filing and conduct of foreclosure suits, with advice from the City. Attorney's fees, costs, and expenses of collection that are collected after the filing of a suit for foreclosure will be retained by the County in addition to the billing and collection fees provided in Section 10 below. If a suit is filed for a delinquent installment of an Assessment and delinquent taxes on the property and the suit

results in an order for foreclosure of the assessment lien and the tax lien, the City recognizes that the ad valorem tax lien is superior to the assessment lien, according to Sec. 372.018(b)(2) of the PID Act. Furthermore, the lien runs with the land, and that portion of the assessment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien, according to Section 372.018(d).

9. **No Third-Party Beneficiaries**. Nothing in this Agreement is intended to benefit a third-party beneficiary. The County and the City will act independently in carrying out their respective obligations under this Agreement, and neither the County nor the City assumes any responsibility to a third party in connection with this Agreement.

10. **Billing and Collection Fees**. As fees for the billing and collection services provided under this Agreement, the following provisions apply:

10.1 The City agrees to pay the County an annual fee for each parcel or tract of land in the District that is billed for the installment of an Assessment in an amount to be set annually by the Tax Assessor-Collector. The parcel fee for the billing and collection of the installments shall not exceed the parcel fee set for the year by the tax Assessor-Collector for the billing and collection by the Tax Assessor-Collector of property taxes for the City. The City agrees that the Tax Assessor Collector may deduct the amount of the parcel fee from the amount of the first installments collected prior to the remittance of the collections to the City. The parcel fee will be retained by the Tax Assessor-Collector to defray the costs of billing and collection.

10.2 Should the County subsequently expect to incur any actual additional costs related to discharging its duties under this Agreement such as costs required to modify software or comply with new legal requirements associated with collecting the Assessments, the County shall provide written notice to the City of the proposed additional costs (which notice must include documentation of the proposed actual additional costs). The City shall be allowed ninety (90) days to review the proposed additional actual costs and either agree to pay the County or give notice to terminate this Agreement.

11. **Entire Agreement**. This Agreement sets out the entire agreement between the County and the City with respect to the billing and collection of the Assessments and supersedes all

previous negotiations, representations, and agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the representatives of the County and the City authorized by their respective governing bodies.

12. **Notices.** Any notice that a party is required or permitted to give under this Agreement will be in writing and mailed by first class mail to the address of the other party shown below or to such other address of which the other party may notify the party in writing.

The County: Williamson County Tax Office
Attn: Williamson County Tax Assessor-Collector
904 S. Main Street
Georgetown, Texas 78626

The City: City Manager
City of Georgetown, Texas
808 Martin Luther King, Jr. Street
Georgetown, Texas 78626

With a required copy to:
City Attorney
City of Georgetown, Texas
809 Martin Luther King, Jr. Street
Georgetown, Texas 78626

13. **Limited Liability.** The County will not be liable to the City for any failure to collect the installments of the Assessments. And the Tax Assessor-Collector will not be liable to the City for any failure to collect the installments of the Assessments unless such failure is the result of the Tax Assessor-Collector's failure to perform the duties imposed on him or her by law or this Agreement. The Tax Assessor-Collector will not be liable to the City for any failure to collect the installments if the Tax Assessor-Collector's failure to perform the duties imposed by law or this Agreement was due to circumstances beyond the Tax Assessor-Collector's control. In executing this Agreement, neither the County nor the City intends to waive or will be deemed to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

14. **Applicable Law.** This Agreement will be governed, interpreted, and enforced according

to the laws of the State of Texas. The terms of the Agreement are severable. If any term or provision is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect.

15. **Persons Bound.** This Agreement is binding on the parties and their respective successors and assigns.

16. **Venue.** All obligations under this Agreement are performable in Williamson County, Texas. The venue for any suit over a dispute based on or arising out of this Agreement will be in Williamson County, Texas

17. **Party Representatives.** The County designates the Tax Assessor-Collector to represent the County, and the City designates the City of Georgetown Finance Director to represent the City for all purposes related to this Agreement.

18. **Authorization.** The undersigned representatives of the County and the City warrant that they are duly authorized by the governing bodies of their respective political subdivisions to execute this Agreement on behalf of the parties.

[*The remainder of this page is intentionally left blank.*
Signature pages and acknowledgements follow on separate pages.]

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell
County Judge, Williamson County

Approved:

_____
Larry Gaddes
Tax Assessor-Collector, Williamson County

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20___, by ____ _____, County Judge of the County of Williamson, Texas, on behalf of Williamson County, Texas.

(SEAL)

_____
Notary Public, State of Texas

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder
Mayor
City of Georgetown

Approved:

Leigh Wallace
Leigh Wallace
Finance Director
City of Georgetown

Approved as to form:

Skye Masson
Skye Masson
City Attorney
City of Georgetown

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on May 11, 2021, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home rule city, on behalf of the City of Georgetown, Texas.

(SEAL)

Linda Ruth White
Notary Public, State of Texas

LINDA RUTH WHITE
My Notary ID # 124936123
Expires May 24, 2024

Commissioners Court - Regular Session **32.**

Meeting Date: 06/08/2021

Proposal- Broadband Analysis across Williamson County

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

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to draft a Request for Proposal (RFP) for consulting services for a Countywide Broadband Infrastructure Analysis and Report. RFP shall then be brought to the Court for review, edit and approval.

Background

Williamson County is in a unique position to assist regional stakeholders in applying for American Rescue Plan Act (ARPA) funding for improvements to broadband infrastructures. A comprehensive broadband study would provide the data for both private and public entities to be viewed as high priority in their funding requests to expand broadband access to targeted areas in state and federal grant applications. Estimated cost of consulting services is $250,000. Requested funding source 2020 CARES Act funding.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal
Executive Overview
Appendix A
Appendix B
Appendix C
Appendix D
Appendix E

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/28/2021 10:18 PM
Form Started By: Garry Brown		Started On: 05/28/2021 05:01 PM
Final Approval Date: 05/28/2021		

Proposal for Broadband RFP to Determine Baseline Coverage in Wilco

Introduction

The pandemic certainly has shown a spotlight on the have-nots of broadband access in our county and resulted in businesses, government entities and school districts spending enormous amounts of unplanned funds to provide service to many of their workers and school families.

The abundance of federal and perhaps state funds to support broadband expansion across Texas and the nation begs a plethora of questions of where do we, in Williamson County, need to expand or improve broadband? Who does this expansion, schools?, vendors?, public-private partnerships? What kind of service works where? What will it take to support the new goal of 100mbits download, 10mbits upload minimum speeds? How can the costs be recovered? What about the affordability of monthly subscriptions for this utility's service?

Planning for extending access to broadband across the county requires that we first start with understanding our local broadband technology assets knowing where access to it is today, in what form, and at what cost. Further, we must evaluate how access can be extended to those homes and businesses currently without access but desiring it. Finally, we must organize our skilled citizens to assist in raising the technical skills in those without them to fully embrace the vibrant and necessary technology for their future.

The desire to extend broadband to the under-served and un-served not only promotes healthcare, education and public safety, but extends the potential for economic development beyond the heavily populated southern half of our county.

Understanding Our County

County's demographics

In summary, we expect the 2020 Census numbers to put Williamson County over 600,000 residents with over 50% of the adults with at least some college. Williamson County covers about 1,135 square miles.

Households and businesses currently in the county:

From Williamson Central Appraisal District's January 1, 2021 data:

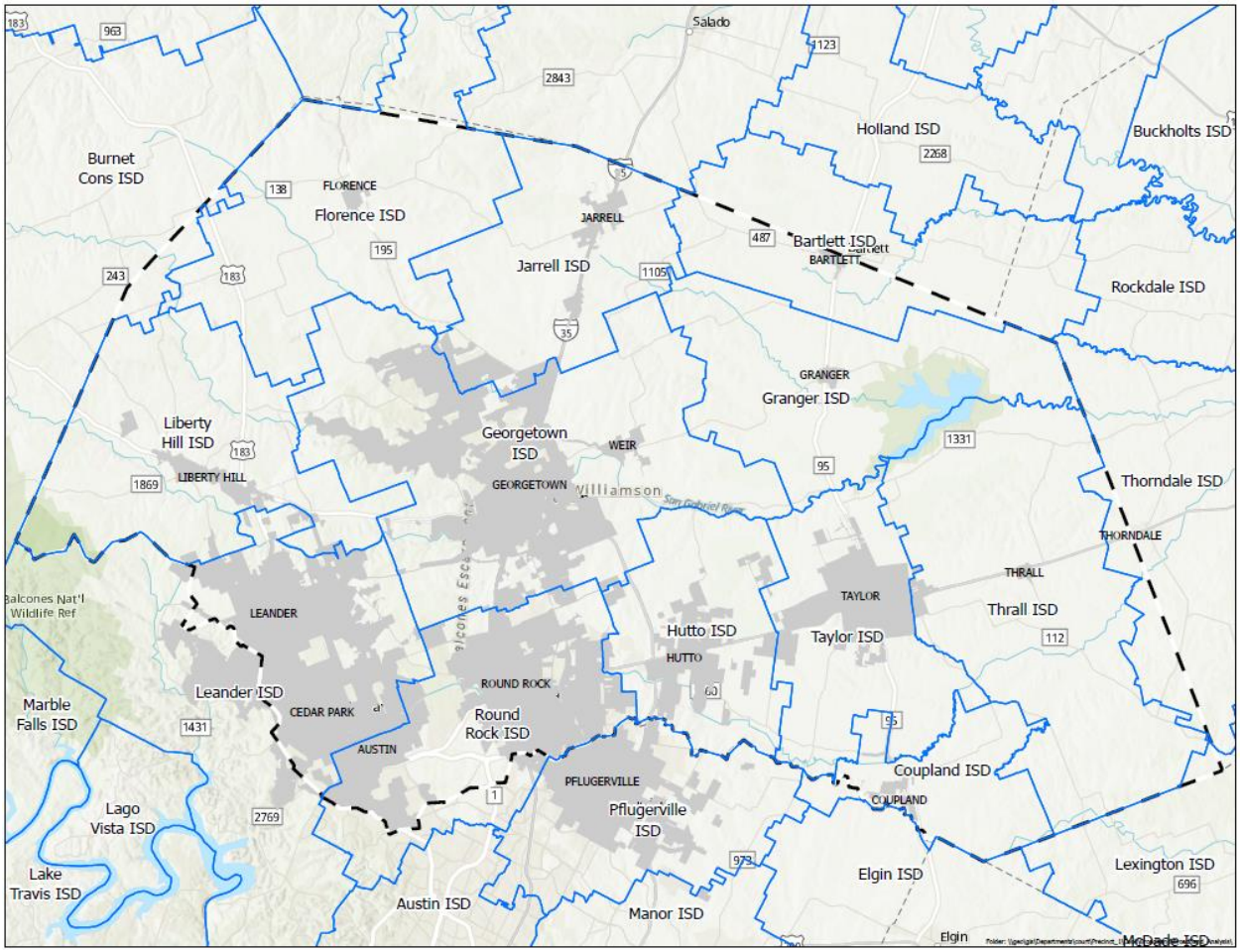
	Structures	Units
Homes	173,607	173,607
Condo	8,527	8,527
Townhomes	609	609
Mobile Homes	5,688	5,688
Multi-family	295	55,040
Duplex	2,011	4,022
Fourplex	224	896
Commercial	7,418	

More data in **Appendix A**

Independent School Districts within the County:

Coupland ISD
Florence ISD
Georgetown ISD
Granger ISD
Hutto ISD
Jarrell ISD
Leander ISD
Liberty Hill ISD
Round Rock ISD
Taylor ISD
Thrall ISD

Bartlett ISD covers a small area of Williamson County and a larger area in Bell County to the north.



More data in **Appendix B**

Internet providers with claims to service somewhere within the County (may not be all):

AT&T
BAR CANS
Cellnet Wireless & Satellite
CenturyLink
Charter/Spectrum (Cable Internet)
Comcast Wireless
En-Touch Systems
Erf Wireless (Fixed Wireless)
Farm-to-Market (Fixed Wireless)
Frontier Communications (DSL)
Grande Communications
Heritage Broadband (Fixed Wireless)
Heritage Broadband (Liberty Hill)
HughesNet (Satellite)
NextLink Internet
Rise Broadband (Fixed Wireless)
SimNet Wireless Rural Internet (Round Rock)
SOS Communications (Fixed Wireless)
Suddenlink
Telco Data
TexasData Wireless Internet (Fixed Wireless)
Verizon & Verizon Business
Viasat (Satellite)
VTX Communications (Fixed Wireless)
Western Broadband (Fixed Wireless)
Xfinity (Comcast)
Zochnet (Fixed Wireless)

More data in **Appendix C**.

Broadband Analysis Sought

While 25/3MB is still considered minimum speed for "broadband", use today is really setting 100/10MB as the new level needed by most. With that in mind, we recognize 25/3 as the only cost-effective solution in some cases. The targeted desired speed in proposed fiber solutions would therefore be 100/10

1) Identify resources of broadband within the county today including FiberLocator graphics and identifying data.
    a. Identify who may have excess capacity and may be willing to lease
2) What residents don't have access to broadband because: a) no connectivity, b) financially can't afford it, or c) lack digital access to available connectivity?
3) What residents are not using broadband technology and applications but could be? Is it failure to adopt or no interest?
4) Obtain sufficient sample points of internet speeds in homes and businesses within census blocks at numerous times per day for a length of times in days to be statistically sound to extrapolate speed(s) across a census block. (dongles on routers with remote monitoring, use of apps such as TestIt from National Association of Counties performed by residents, etc.). Provide survey responses.
5) What broadband assets are identified in the county and what broadband infrastructures are available to residents currently? Especially identify:
    a. Homes and businesses <3MB upstream
    b. Homes and businesses <25 downstream
    c. All areas served by DSL
    d. Areas containing low-income housing
    e. Homes or businesses not connected today but could be within 10 days of an order to a vendor
6) Where are improvements needed to provide countywide coverage for law enforcement, fire, and emergency management (perhaps rural community hotspots)?
7) Propose technology solutions, such as fixed wireless, underground fiber, fiber hung in armored conduit on electric poles, etc., that could be implemented in targeted new service areas.
8) Estimate the rough order of magnitude costs for providing services to identified homes, businesses, and region (equipment, cost of fiber by the foot for the "last mile" to home or office, towers, etc.).
9) Provide regional maps of current communities, homes and businesses needing improved or new support. Provide graphics in format compatible with Esri application and in PDF form.

Goals to be Supported by Broadband Study

Goal 1

Attract broadband investment in all classes of services and infrastructure to expand coverage in the County, with a particular focus on expanding services into un- and under-served areas of the county, through significant analysis of current broadband support, lowering costs, reducing administrative and procedural barriers, and targeted grant incentives, while increasing the awareness of the benefits of such investment in the County to all residents and investors and improving digital equity.

Goal 2

Leverage current investments made by existing public/private entities to provide broadband to help stimulate shared infrastructure investment to benefit towns, utilities, and other public and private users within the County.

Goal 3

Improve broadband and cellular coverage in rural areas of Williamson County for public safety and first responders, as well as improved medical support with telecommunications and increase economic development opportunities.

Goal 4

Attract investment in all classes of broadband service and infrastructure (last-mile, backhaul, towers and other

distribution infrastructure).

Goal 5

Support ubiquitous access to internet and high-speed broadband services for all students to back continuous learning past in-person to beyond the classroom. Able residents in general, to have access to medical support, banking, job applications and the connectivity for life's activities in general no matter where they live. Allow businesses to fully support commerce with on-line presence, access to on-line banking, ordering and other levels of business support requiring broadband access. Finally improve connectivity for first responders across the county.

Goal 6

Through this analysis, lower costs & risks for broadband expansion for vendors, reduce administrative costs and, using federal and state incentive programs to support expansion, reduce costs for end-user monthly subscription fees as the digital divide is just not urban-rural but of income and race.

Deliverables

Reports

- Validate all providers of broadband in the county and type of technology and if wireline connectivity, identify form: copper, coaxial and fiber optics (may vary by region).
- Spot validation of advertised download and upload speeds of existing vendors in the county.
- Recommendation of current federal and state opportunities for the different solutions at the time of analysis such as the Rural Digital Opportunity Fund, RDOF, e-Rate (schools), NTIA sources, etc.
- Summary of homes & businesses, especially student homes within an ISD without broadband, without Internet subscriptions, without computers/tablets. Identify any clusters for each of the deficiencies.

Spreadsheets

- Viable technology solutions for rural, communities and neighborhoods with un- or underserved broadband support. Support with graphics of the areas (below) showing commercial and residential buildings. Provide rough average cost per home or business for each viable technology solution.
- Estimated cost by technical solution to extend broadband to student homes without it by proposed type(s).

Graphics

- All maps should be in Esri .gdb (file geodatabase) or .shp file formats with preference of .gdb.
- Shape files of county by Census block color coded to indicate % homes/buildings with 25/3 broadband support
- Shape files of county by Census block color coded to indicate % homes/buildings with 100/10 broadband support.
- Shape files of county by Census block color coded to indicate a) no connection to broadband, b) no subscription to broadband service.
- Graphical images of rural, communities and neighborhoods with un- or under-served broadband support to support spreadsheet data (above). Include identified homes and commercial businesses.
- Mapping of student homes by ISD without broadband to the home, without Internet subscriptions at the home, without computers/tablets at the home.
- Birds-eye views of un- and under-served areas with homes & businesses denoted and suggested solutions (tie to spreadsheets).

Examples of Deliverables in **Appendix D.**

Technical Documentation and Acronyms defined in **Appendix E.**

Texas Governor Abbott acknowledged on Twitter that "Broadband access is not a luxury; it is an essential tool that must be available for all Texans."

May 21, 2021

Establishing the Foundation for Broadband Expansion Across Williamson County
Executive Overview

Texas is one of six states that does not have a statewide broadband plan. As the pandemic has made clear, broadband is not a luxury but a 21st century necessity. Better internet connections will enhance the delivery of county services and are critical to economic development, telemedicine delivery and public education.

Susan Redford, Executive Director, TAC

When the Covid-19 pandemic hit Williamson County, closure of in-person services in our schools, businesses, libraries, and government entities affected nearly everyone. The schools, businesses and government bodies quickly pivoted to on-line services; however, many of our citizens lacked computers or access to broadband to access such things as education, unemployment applications, banking services and doctors. This wasn't new; the world today requires access to broadband. Many on-line access points will be maintained past the pandemic such as the adoption of telemedicine by nearly all medical offices. Students still need internet access after in-person classes to complete many school projects. Job applications will remain nearly all on-line. Broadband is the newest utility in our world.

Both federal and state governments recognize broadband as necessary infrastructure, the need to expand broadband service, and are supporting growth of it with programs and grants. There are a myriad of funding programs, including the Federal E-Rate program which funds a myriad of infrastructure improvements. The Emergency Broadband Benefit federal program is being rolled out to subsidize low-income families through payments to broadband providers as subsidies for computers, modems/routers, and subscriptions provided to these families. The largest program on the horizon, the American Rescue Plan Act of 2021, brings promise of substantial funding for improvements to broadband infrastructures.

Yes, a chicken in every pot. However to get that chicken, public and private entities and public-private partnerships need to be specific in their grant requests as to how the funds will be used. Without the data, no one has a basis for pursuing these grants. We must document and quantify the existence and need for broadband access through complete and accurate data with comprehensive surveys and creation of detailed and summary reports. Our specificities must be defined and refined through a baseline study across our county of what broadband support and access exists today. A strong study with resultant reports are needed to document inequities in broadband access throughout Williamson County. A comprehensive study would provide the data for both private and public entities to be viewed as high priority in their funding requests to expand broadband access to targeted areas in state and federal grant applications.

The Proposal

Williamson County Commissioners Court

- Approve $250,000 from the unallocated CARES Act funding from 2020, or funds from the American Rescue Plan Act, to provide funding for the study and report(s).
- Use the RFP process and contract with awarded firm to conduct the study resulting in reports and mapping layers of requested information to identify areas needing access to broadband with anticipated costs.
- The Williamson County GIS Department will integrate the GIS data deliverables into the County's Esri geospatial platform.
- Results of study will become public information for all interested parties including cities, schools, and broadband providers and will be available to support their grant applications for expansion of services.

Across the country, many cities, counties and even states have undertaken this investigation and are now primed to be first in line for this available funding. No county in Texas has reported completing this baseline work. Williamson County could be the first.

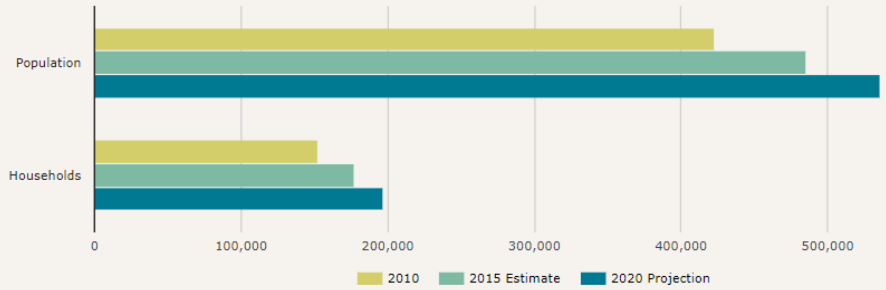
Appendix A

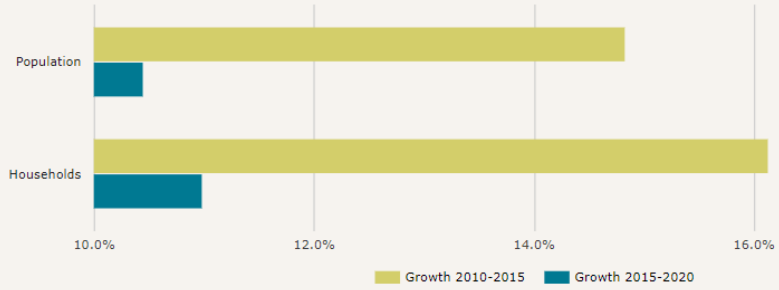
Demographics of Williamson County

DEMOGRAPHICS

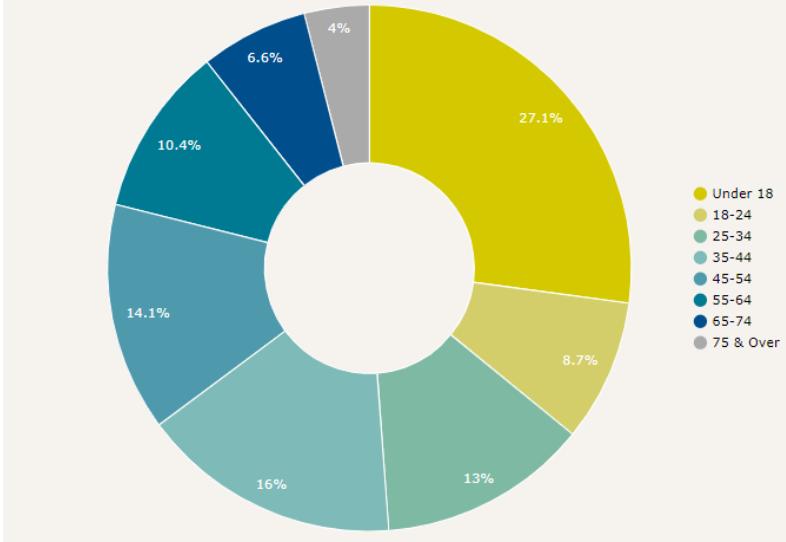
Need proof of Williamson County's growth? Our population, real estate, retail, housing and job growth are unprecedented.

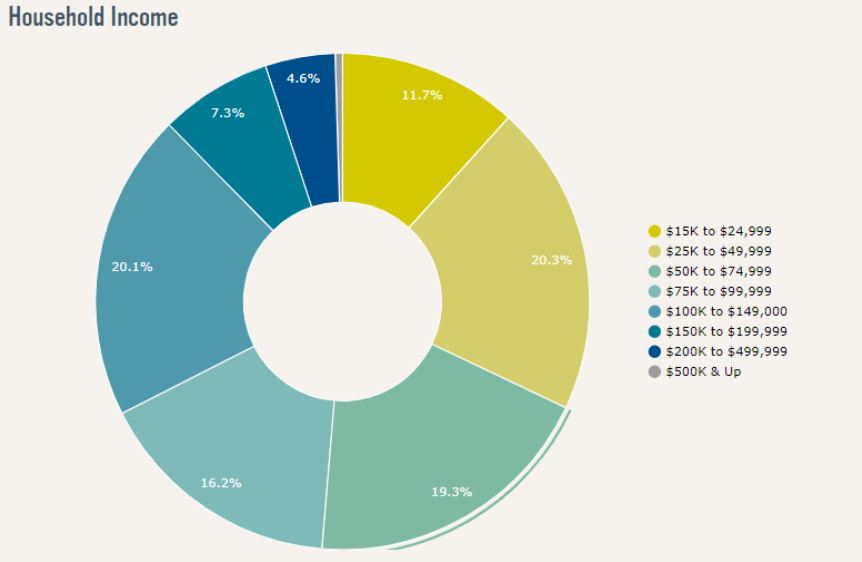
Population Growth

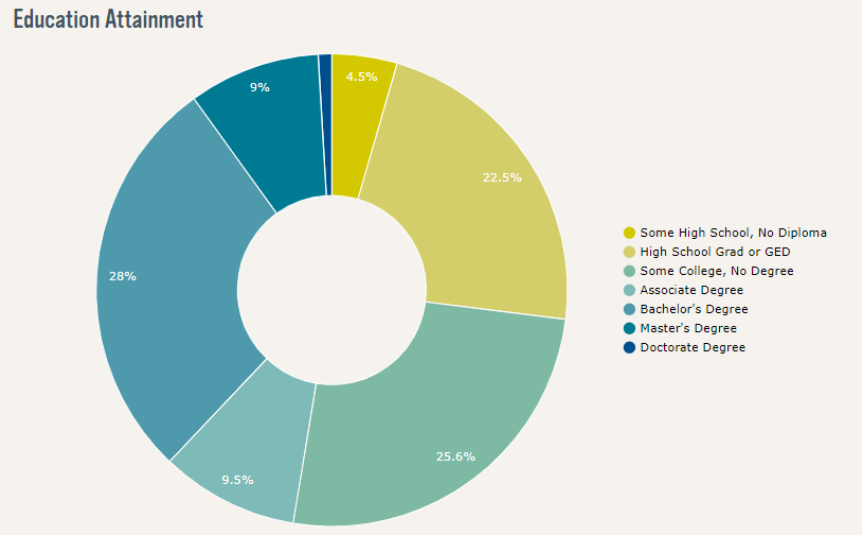




Population by Age







Wilco Housing Info for Broadband Study

GIS mapping of all structures, including approved plats with addresses, is maintained by Wilco's GIS department.

County Low-Income Housing

Georgetown Housing Authority:
100 Section 8 vouchers (80% median income or less)
158 Public Housing
60 Mixed finance/Project based Section 8 (Shady Oaks - https://www.georgetownha.org/shadyoaks.htm)

Taylor and Round Rock (have same executive director):
Taylor 209 Vouchers
Round Rock 94 Vouchers

They also administer 121 port in vouchers in RR from other housing authorities. (see portability explanation below)

Granger has 26 public housing units

You can also find a plethora of info on the census data site. Of course it may not be as up to date as you want, but it's what is used in determining most federal funding.

https://data.census.gov/cedsci/all?q=williamson%20county%20tx

Click on "Tables" tab on the top left

You can filter the tables by "income and poverty" or just browse through the list.

Clarifications

- Section 8 Vouchers are used by individuals in privately owned residences. Meaning, they rent an apartment or house. They are used in various locations to reduce rent burdens.
- Public housing units refers to the units that are actually located and managed by the public housing authorities.
- Mixed finance/Project based Section 8 means the property was built with multiple types of financing (Home Funds and Tax Credits) AND the residents receive Section 8 rental subsidies in some of the units. In this particular case, we are talking about Shady Oaks in the Georgetown Housing Authority,

Note: Portability refers the use of a Housing Choice Voucher to move anywhere in the USA where there is a housing agency operating a Housing Choice Voucher program and an available unit to rent.

Affordable or "Workforce" housing in Wilco

Atlantic Housing:

- Waters at Sunrise, Sunrise Blvd, Round Rock
- Waters at Willow Run, Old Burnet Road, Round Rock

Pedcor Investments:

- Live Oak on Williams Dr, Georgetown – 108 units
- Residences of Stillwater, NE Inner Loop, Georgetown (I believe in construction phase)
- Shadow Ridge on Old Settlers @ AW Grimes Blvd, Round Rock, TX
- Tuckaway Apartment Homes on Bagdad Rd, Cedar Park, TX

Sandalwood Management:

- Townhomes at Double Creek – 2500 Louis Henna Blvd, Round Rock 78665; high-speed internet available

Commissioner Cook has many notices of applications for 4% or 9% Housing Tax Credits for last 3 years – would need to research which got built – do have counts for low-income and mkt-rate units for each at their planning stage. Some of these complexes may have internet to each unit paid for as part of rent.

Appendix B

Williamson County Independent School Information

District	Total Population	Total Households	Number of Schools	Students	School families below poverty	Have Broadband	Do not have Broadband	Households with No Broadband
Bartlett ISD (Wilco/Bell Counties)	3,089	852	1	377	87%	62%	38%	324
Coupland ISD	750	269	1	163	21%	78%	22%	60
Florence ISD	5,056	1,680	3	1,099	14%	79%	21%	356
Georgetown ISD	83,978	30,041	19	12,000	7%	87%	13%	3785
Granger ISD	1,967	733	1	457	15%	63%	37%	273
Hutto ISD	32,470	9,676	11	8,400	7%	91%	9%	861
Jarrell ISD	10,602	4,389	4	2,314	6%	88%	12%	527
Leander ISD	185,348	60,841	43	39,028	4%	94%	6%	3468
Liberty Hill ISD	16,128	4,868	7	4,869	2%	87%	13%	613
Round Rock ISD	276,799	95,918	55	48,421	7%	93%	7%	6427
Taylor ISD	17,981	6,143	6	3,200	12%	75%	25%	1523
Thrall ISD	2,948	915	3	697	7%	81%	19%	177
	637,116	216,325	154	121,025				18,393

Population Data from nces.ed.gov
School/student info from various sources including ISD if available

Superintendents for Wilco ISDs

ISD	Superintendent	Email	Main Phone	Direct Line/Ext
Bartlett ISD	Teddy Clevenger	tclevenger@bartlett.txed.net	254-527-3351	254-527-4247
Coupland ISD	Tammy Brinkman	tbrinkman@couplandisd.org	512-856-2424	
Florence ISD	Paul Michalewicz	pmichalewicz@florenceisd.net	254-793-2850	
Georgetown ISD	Fred Brent	brentf@georgetownisd.org	512-943-1890	Ex 6024
Granger ISD	Jeni Neatherlin	jneatherlin@granger.txed.net	512-859-2613	
Hutto ISD	Dr. Celina Estrada Thomas	celina.estradathomas@huttoisd.net	512-759-3771	
Jarrell ISD	Toni Hicks	toni.hicks@jarrellisd.org	512-746-2124	best to email
Leander ISD	Bruce Gearing	bruce.gearing@leanderisd.org	512-570-0000	512-570-0005
Liberty Hill ISD	Steven Snell Daniel Presley, acting	superintendent@libertyhill.txed.net	512-260-5580	
Round Rock ISD	Dr. Hafedh Azaiez (July)	Superintendent_RRISD@roundrockisd.org	512-464-5022	
Taylor ISD	Devin Padavil	dpadavil@taylorisd.org	512-365-1391	Ex 1021 (Sec Ex 1020)
Thrall ISD	Tommy Hooker	thooker@thrallisd.org (goes to web)	512-898-0062	Ex 108

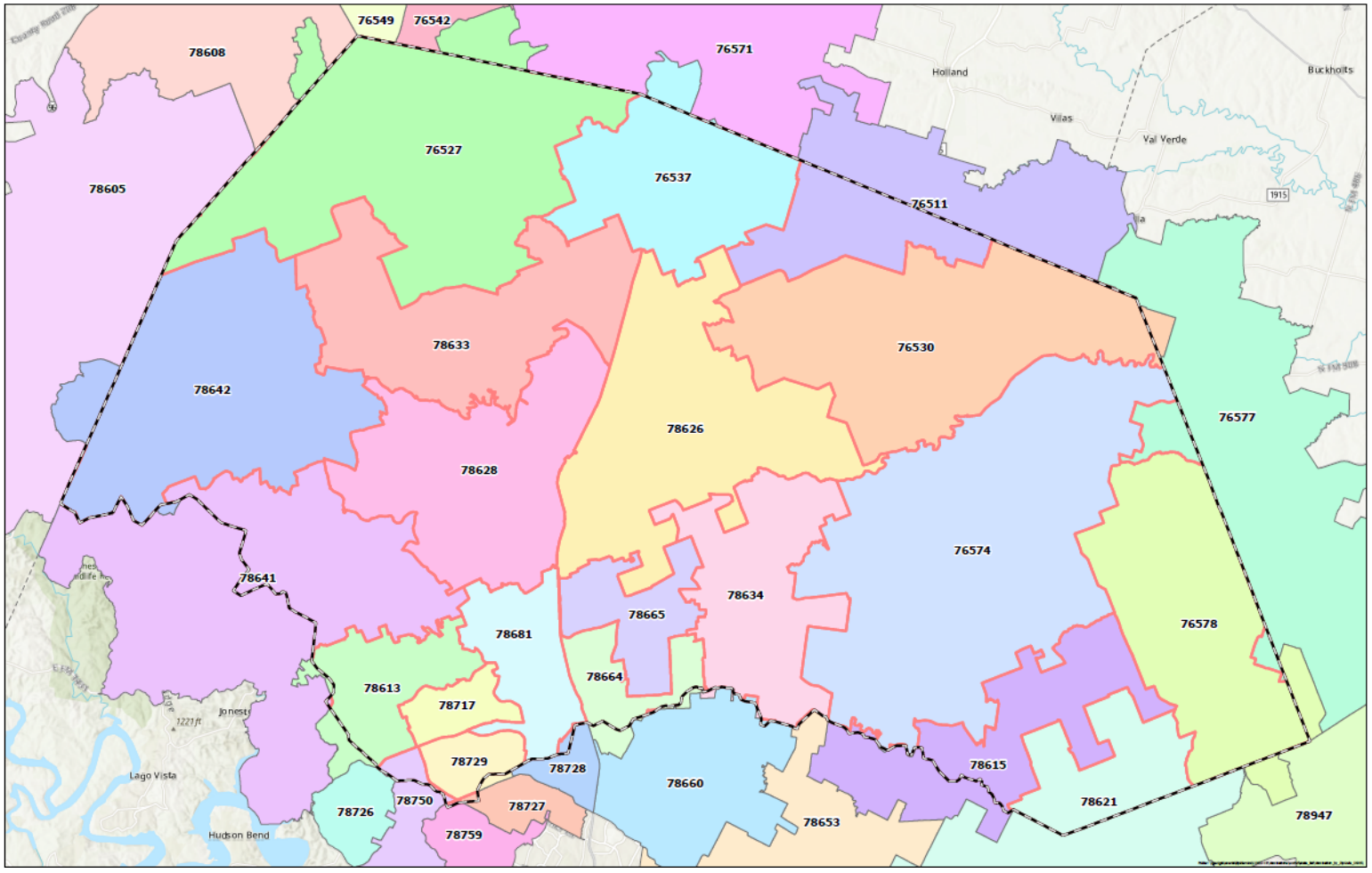
Round Rock ISD, working with a consultant, has mapped locations of those students' homes on the reduced and free lunch programs and any provided with hotspots for the 2020-2021 school years. This data will be provided to the awarded firm to use in the analysis work.

The same analysis work will need to be completed for each ISD.

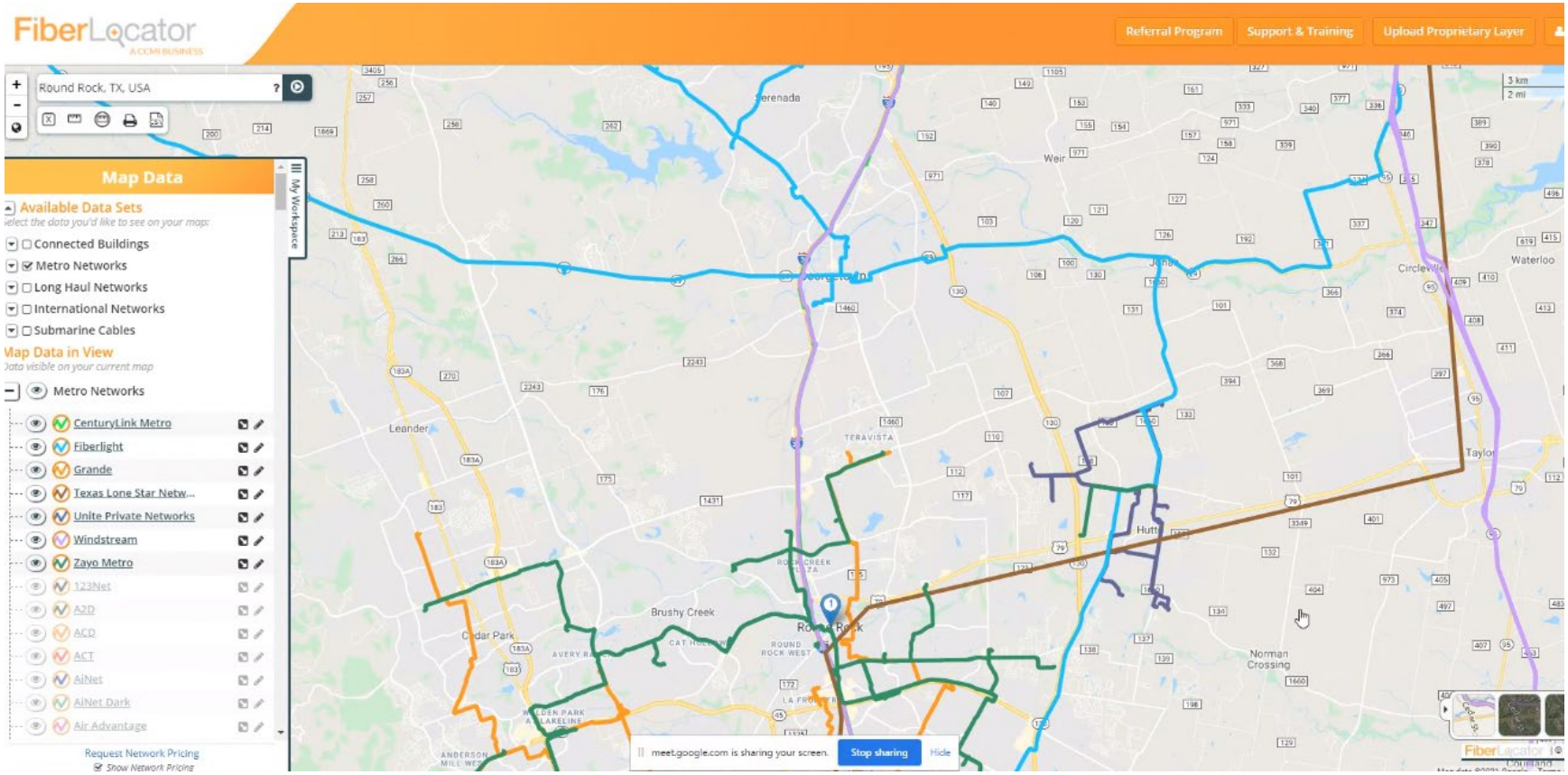
Appendix C

Broadband Provider & Infrastructure Information

Zip Codes in Williamson County



Network Backbones in Southern Half of Williamson County



Broadband Providers by City

The next section lists broadband providers by city with data from **Broadbandnow.com** and pulled on May 13, 2021.

Internet Access in Georgetown, Texas

The average download speed in Georgetown is 154.54 Mbps. This is 16.2% faster than the average in Texas and 39.6% faster than the national average.

- There are 23 internet providers in Georgetown with 16 of those offering residential service
- Georgetown is the 161st most connected city in Texas ahead of Leander, Jarrell, and Florence, but behind Round Rock and Hutto.
- The average internet download speed in Texas is 133.04 mbps.
- There are 545 internet providers in all of Texas.
- In Williamson County, approximately 26,000 people do not have access to 25mbps wired broadband.
- There are 17 companies offering business internet services in Georgetown.
- Almost 92% of consumers in Texas have access to a wired connection with true broadband speeds faster than 25mbps.
- 90.0% of Texans have access to 100mbps or faster broadband.
- Explore internet access for communities within Georgetown: Sun City
- The fastest zip code in Georgetown for April 2021 is 78633. (see all below).

Zip codes in Georgetown include 78626, 78627, 78628, 78633, (78665 covered in Round Rock discussion).

Internet Statistics 2021

13.3% of consumers in Georgetown

9,000 People

Only have access to 1 or fewer wired internet providers available at their address.

This data is calculated from FCC datasets which providers are legally required to supply twice a year. We further validate this data for accuracy.

Summary Of Fastest Internet Providers In Georgetown, Texas			
PROVIDER	**SPEED**	**TYPE**	**TIME TO DOWNLOAD 1 GB**
Suddenlink Communications	1,000 Mbps	Cable	8s
AT&T Fiber	1,000 Mbps	Fiber	8s
XFINITY from Comcast	1,000 Mbps	Cable	8s
Spectrum	1,000 Mbps	Cable	8s
CenturyLink	940 Mbps	Fiber	8s
AT&T Internet	100 Mbps	IPBB	1m 21s
Rise Broadband	100 Mbps	Fixed Wireless	1m 21s
Viasat Internet (formerly Exede)	100 Mbps	Satellite	1m 21s
CenturyLink	60 Mbps	DSL	2m 16s
Nextlink Internet	1,000 Mbps	Fiber	8s
HughesNet	25 Mbps	Satellite	5m 27s
Frontier Communications	115 Mbps	DSL	1m 11s

Summary Of Internet Providers In Georgetown

Provider	Type	Coverage	Speed
RESIDENTIAL SOS Communications	Fixed Wireless	100%	25 Mbps
RESIDENTIAL Frontier Communications	DSL	96.8%+	115 Mbps
RESIDENTIAL Texas Wireless Internet	Fixed Wireless	91.9%+	8 Mbps
RESIDENTIAL Suddenlink Communications	Cable	88.3%+	1,000 Mbps
RESIDENTIAL Rise Broadband	Fixed Wireless	88.1%+	100 Mbps
RESIDENTIAL Western Broadband	Fixed Wireless	26.4%+	15 Mbps
RESIDENTIAL CenturyLink	DSL	13.4%+	60 Mbps
RESIDENTIAL Farm to Market Broadband	Fixed Wireless	7.2%+	3.0 Mbps
RESIDENTIAL Spectrum	Cable	5.1%+	1,000 Mbps
RESIDENTIAL AT&T Internet	IPBB	1.8%+	100 Mbps

RESIDENTIAL CenturyLink	Fiber	2.2%+	940 Mbps
RESIDENTIAL XFINITY from Comcast	Cable	2.2%+	1,000 Mbps
RESIDENTIAL Nextlink Internet	Fiber	1.9%+	1,000 Mbps
RESIDENTIAL AT&T Fiber	Fiber	1.4%+	1,000 Mbps
RESIDENTIAL Viasat Internet (formerly Exede)	Satellite	100%	100 Mbps
RESIDENTIAL HughesNet	Satellite	100%	25 Mbps
BUSINESS Rise Broadband	Fixed Wireless	100%	100 Mbps
BUSINESS CenturyLink Business	DSL	95.2%+	60 Mbps
BUSINESS Frontier Business	DSL	100%	115 Mbps
BUSINESS SOS Communications	Fixed Wireless	100%	50 Mbps
BUSINESS Texas Wireless Internet	Fixed Wireless	100%	10 Mbps
BUSINESS Suddenlink Business	Cable	59.0%+	1,000 Mbps

And more...

Internet Access in Round Rock, Texas

The average download speed in Round Rock is 164.24 Mbps. This is 23.5% faster than the average in Texas and 43.2% faster than the national average.

- There are 24 internet providers in Round Rock with 15 of those offering residential service
- Round Rock is the 68th most connected city in Texas ahead of Hutto, Georgetown, Cedar Park, and Leander, but behind Pflugerville.
- Fiber optic internet is available to 29% of Williamson County residents.
- The average internet download speed in Texas is 133.04 mbps.
- There are 19 companies offering business internet services in Round Rock.
- 90.0% of Texans have access to 100mbps or faster broadband.
- 95% of residents in Williamson County have access to fixed wireless internet service.
- There are 545 internet providers in all of Texas.
- The fastest zip code in Round Rock for April 2021 is 78665. (see all below).

Zip codes in Round Rock include 78681, 78664, 78665

Internet Statistics 2021

0.1% of consumers in Round Rock

100 People

Only have access to 1 or fewer wired internet providers available at their address.

This data is calculated from FCC datasets which providers are legally required to supply twice a year. We further validate this data for accuracy.

Summary Of Fastest Internet Providers In Round Rock, Texas

PROVIDER	SPEED	TYPE	TIME TO DOWNLOAD 1 GB
AT&T Fiber	1,000 Mbps	Fiber	8s
Suddenlink Communications	1,000 Mbps	Cable	8s
Grande Communications	1,000 Mbps	Cable	8s
XFINITY from Comcast	1,000 Mbps	Cable	8s
Spectrum	1,000 Mbps	Cable	8s
AT&T Internet	100 Mbps	IPBB	1m 21s
Viasat Internet (formerly Exede)	100 Mbps	Satellite	1m 21s
Rise Broadband	50 Mbps	Fixed Wireless	2m 43s
HughesNet	25 Mbps	Satellite	5m 27s
Windstream	100 Mbps	DSL	1m 21s
Frontier Communications	115 Mbps	DSL	1m 11s
Grande Communications	6 Mbps	DSL	22m 45s

Summary Of Internet Providers In Round Rock

Provider	Type	Coverage	Speed
RESIDENTIAL AT&T Internet	IPBB	98.5%+	100 Mbps
RESIDENTIAL Spectrum	Cable	100%	1,000 Mbps
RESIDENTIAL SOS Communications	Fixed Wireless	100%	25 Mbps
RESIDENTIAL Texas Wireless Internet	Fixed Wireless	98.3%+	8 Mbps
RESIDENTIAL Rise Broadband	Fixed Wireless	88.1%+	50 Mbps
RESIDENTIAL AT&T Fiber	Fiber	58.0%+	1,000 Mbps
RESIDENTIAL Ranch Wireless	Fixed Wireless	28.5%+	25 Mbps
RESIDENTIAL Grande Communications	Cable	23.4%+	1,000 Mbps
RESIDENTIAL Suddenlink Communications	Cable	6.7%+	1,000 Mbps
RESIDENTIAL Windstream	DSL	5.9%+	100 Mbps

RESIDENTIAL Frontier Communications	DSL	5.0%+	115 Mbps
RESIDENTIAL XFINITY from Comcast	Cable	1.9%+	1,000 Mbps
RESIDENTIAL Grande Communications	DSL	1.2%+	6 Mbps
RESIDENTIAL Viasat Internet (formerly Exede)	Satellite	100%	100 Mbps
RESIDENTIAL HughesNet	Satellite	100%	25 Mbps
BUSINESS Rise Broadband	Fixed Wireless	90.3%+	100 Mbps
BUSINESS Spectrum Business	Cable	100%	940 Mbps
BUSINESS AT&T	Fiber	60.6%+	1,000 Mbps
BUSINESS SOS Communications	Fixed Wireless	100%	50 Mbps
BUSINESS Texas Wireless Internet	Fixed Wireless	100%	10 Mbps
BUSINESS Ranch Wireless	Fixed Wireless	36.5%+	25 Mbps
BUSINESS Spectrum Business	Fiber	30.9%+	940 Mbps

And more...

Internet Access in Cedar Park, Texas

The average download speed in Cedar Park is 196.12 Mbps. This is 47.4% faster than the average in Texas and 52.4% faster than the national average.

- There are 19 internet providers in Cedar Park with 10 of those offering residential service
- Cedar Park is the 221st most connected city in Texas ahead of Leander and Liberty Hill, but behind Pflugerville, Round Rock, and Georgetown.
- Fiber optic internet is available to 29% of Williamson County residents.
- Approximately 100% of Cedar Park residents are serviced by multiple wired providers.
- Approximately 12,000 people in Williamson County don't have access to any wired internet.
- Almost 92% of consumers in Texas have access to a wired connection with true broadband speeds faster than 25mbps.
- 95% of residents in Williamson County have access to fixed wireless internet service.
- There are 545 internet providers in all of Texas.
- The fastest zip code in Cedar Park for April 2021 is 78613. (see all below).

Zip codes in Cedar Park include 78613, 78630, 78726.

Internet Statistics 2021

0.4% of consumers in Cedar Park

200 People

Only have access to 1 or fewer wired internet providers available at their address.

This data is calculated from FCC datasets which providers are legally required to supply twice a year. We further validate this data for accuracy.

Summary Of Fastest Internet Providers In Cedar Park, Texas

PROVIDER	SPEED	TYPE	TIME TO DOWNLOAD 1 GB
AT&T Fiber	1,000 Mbps	Fiber	8s
Grande Communications	1,000 Mbps	Cable	8s
XFINITY from Comcast	1,000 Mbps	Cable	8s
Spectrum	1,000 Mbps	Cable	8s
AT&T Internet	100 Mbps	IPBB	1m 21s
Viasat Internet (formerly Exede)	50 Mbps	Satellite	2m 43s
Rise Broadband	50 Mbps	Fixed Wireless	2m 43s
HughesNet	25 Mbps	Satellite	5m 27s

Summary Of Internet Providers In Cedar Park

Provider	Type	Coverage	Speed
RESIDENTIAL AT&T Internet	IPBB	95.3%+	100 Mbps
RESIDENTIAL Spectrum	Cable	100%	1,000 Mbps
RESIDENTIAL AT&T Fiber	Fiber	24.8%+	1,000 Mbps
RESIDENTIAL Texas Wireless Internet	Fixed Wireless	14.9%+	8 Mbps
RESIDENTIAL Rise Broadband	Fixed Wireless	13.1%+	50 Mbps
RESIDENTIAL SOS Communications	Fixed Wireless	9.8%+	25 Mbps
RESIDENTIAL Grande Communications	Cable	6.9%+	1,000 Mbps
RESIDENTIAL XFINITY from Comcast	Cable	2.4%+	1,000 Mbps
RESIDENTIAL Viasat Internet (formerly Exede)	Satellite	100%	50 Mbps
RESIDENTIAL HughesNet	Satellite	100%	25 Mbps

BUSINESS Spectrum Business	Cable	100%	940 Mbps
BUSINESS AT&T	Fiber	37.9%+	1,000 Mbps
BUSINESS Rise Broadband	Fixed Wireless	24.5%+	100 Mbps
BUSINESS Texas Wireless Internet	Fixed Wireless	30.3%+	10 Mbps
BUSINESS Spectrum Business	Fiber	24.5%+	940 Mbps
BUSINESS SOS Communications	Fixed Wireless	20.3%+	50 Mbps
BUSINESS CenturyLink Business	Copper	14.8%+	45 Mbps
BUSINESS Comcast Business	Cable	4.0%+	987 Mbps
BUSINESS GTT Communications	Copper	4.7%+	1.5 Mbps

Internet Access in Leander, Texas

The average download speed in Leander is 179.51 Mbps. This is 34.9% faster than the average in Texas and 48.0% faster than the national average.

- There are 20 internet providers in Leander with 13 of those offering residential service
- Leander is the 240th most connected city in Texas ahead of Liberty Hill, but behind Pflugerville, Round Rock, Georgetown, and Cedar Park.
- Approximately 98% of Leander residents are serviced by multiple wired providers.
- In Williamson County, approximately 26,000 people do not have access to 25mbps wired broadband.
- There are 545 internet providers in all of Texas.
- 95% of residents in Williamson County have access to fixed wireless internet service.
- Approximately 12,000 people in Williamson County don't have access to any wired internet.
- Texas is the 32nd most connected state in the U.S.
- Explore internet access for communities within Leander: Jonestown, Point Venture, and Volente
- The fastest zip code in Leander for April 2021 is 78645. (see all below).

Internet Statistics 2021

2.4% of consumers in Leander

1,000 People

Only have access to 1 or fewer wired internet providers available at their address.

This data is calculated from FCC datasets which providers are legally required to supply twice a year. We further validate this data for accuracy.

Summary Of Fastest Internet Providers In Leander, Texas

PROVIDER	SPEED	TYPE	TIME TO DOWNLOAD 1 GB
Suddenlink Communications	1,000 Mbps	Cable	8s
AT&T Fiber	1,000 Mbps	Fiber	8s
Grande Communications	1,000 Mbps	Cable	8s
XFINITY from Comcast	1,000 Mbps	Cable	8s
Spectrum	1,000 Mbps	Cable	8s
AT&T Internet	100 Mbps	IPBB	1m 21s
Viasat Internet (formerly Exede)	100 Mbps	Satellite	1m 21s
Rise Broadband	50 Mbps	Fixed Wireless	2m 43s
HughesNet	25 Mbps	Satellite	5m 27s

Summary Of Internet Providers In Leander

Provider	Type	Coverage	Speed
RESIDENTIAL AT&T Internet	IPBB	97.9%+	100 Mbps
RESIDENTIAL Spectrum	Cable	96.3%+	1,000 Mbps
RESIDENTIAL SOS Communications	Fixed Wireless	94.6%+	25 Mbps
RESIDENTIAL Suddenlink Communications	Cable	56.3%+	1,000 Mbps
RESIDENTIAL Texas Wireless Internet	Fixed Wireless	46.6%+	8 Mbps
RESIDENTIAL Hillcountry Networks	Fixed Wireless	41.1%+	3.0 Mbps
RESIDENTIAL Rise Broadband	Fixed Wireless	26.1%+	50 Mbps
RESIDENTIAL AT&T Fiber	Fiber	19.9%+	1,000 Mbps
RESIDENTIAL Western Broadband	Fixed Wireless	11.3%+	15 Mbps
RESIDENTIAL Grande Communications	Cable	5.4%+	1,000 Mbps

RESIDENTIAL XFINITY from Comcast	Cable	1.3%+	1,000 Mbps
RESIDENTIAL Viasat Internet (formerly Exede)	Satellite	100%	100 Mbps
RESIDENTIAL HughesNet	Satellite	100%	25 Mbps
BUSINESS Rise Broadband	Fixed Wireless	69.7%+	100 Mbps
BUSINESS Spectrum Business	Cable	100%	940 Mbps
BUSINESS SOS Communications	Fixed Wireless	100%	50 Mbps
BUSINESS Texas Wireless Internet	Fixed Wireless	94.2%+	10 Mbps
BUSINESS AT&T	Fiber	28.2%+	1,000 Mbps
BUSINESS Suddenlink Business	Cable	20.6%+	1,000 Mbps
BUSINESS Spectrum Business	Fiber	10.8%+	940 Mbps
BUSINESS CenturyLink Business	Fiber	0.2%+	1,000 Mbps
BUSINESS LOGIX Fiber Networks	Fiber	4.1%+	1,000 Mbps

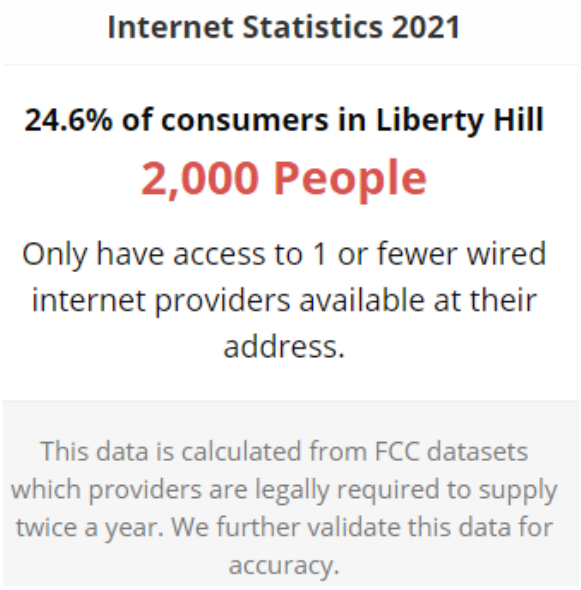
And more...

Internet Access in Liberty Hill, Texas

The average download speed in Liberty Hill is 52.46 Mbps. This is 60.6% slower than the average in Texas and 78.0% slower than the national average.

- There are 19 internet providers in Liberty Hill with 13 of those offering residential service
- Liberty Hill is the 379th most connected city in Texas ahead of Florence and Bertram, but behind Georgetown, Cedar Park, and Leander.
- Fiber optic internet is available to 29% of Williamson County residents.
- The average internet download speed in Texas is 133.04 mbps.
- 90.0% of Texans have access to 100mbps or faster broadband.
- 25% of Liberty Hill residents are still severely limited in wired broadband choices.
- There are 545 internet providers in all of Texas.
- In Williamson County, approximately 26,000 people do not have access to 25mbps wired broadband.
- The fastest zip code in Liberty Hill for April 2021 is 78642. (see all below).

Zip code in Liberty Hill is 78642.



Summary Of Fastest Internet Providers In Liberty Hill, Texas

PROVIDER	SPEED	TYPE	TIME TO DOWNLOAD 1 GB
Suddenlink Communications	1,000 Mbps	Cable	8s
En-Touch Systems	1,000 Mbps	Fiber	8s
Spectrum	1,000 Mbps	Cable	8s
En-Touch Systems	940 Mbps	Cable	8s
CenturyLink	940 Mbps	Fiber	8s
Viasat Internet (formerly Exede)	100 Mbps	Satellite	1m 21s
AT&T Internet	100 Mbps	IPBB	1m 21s
CenturyLink	60 Mbps	DSL	2m 16s
Rise Broadband	50 Mbps	Fixed Wireless	2m 43s
HughesNet	25 Mbps	Satellite	5m 27s

Summary Of Internet Providers In Liberty Hill

Provider	Type	Coverage	Speed
RESIDENTIAL SOS Communications	Fixed Wireless	100%	25 Mbps
RESIDENTIAL Rise Broadband	Fixed Wireless	98.9%+	50 Mbps
RESIDENTIAL Western Broadband	Fixed Wireless	75.5%+	15 Mbps
RESIDENTIAL AT&T Internet	IPBB	72.4%+	100 Mbps
RESIDENTIAL Spectrum	Cable	62.5%+	1,000 Mbps
RESIDENTIAL Heritage Broadband	Fixed Wireless	13.3%+	100 Mbps
RESIDENTIAL CenturyLink	DSL	8.2%+	60 Mbps
RESIDENTIAL En-Touch Systems	Fiber	1.9%+	1,000 Mbps
RESIDENTIAL Suddenlink Communications	Cable	3.2%+	1,000 Mbps
RESIDENTIAL CenturyLink	Fiber	3.0%+	940 Mbps

RESIDENTIAL En-Touch Systems	Cable	1.9%+	940 Mbps
RESIDENTIAL Viasat Internet (formerly Exede)	Satellite	100%	100 Mbps
RESIDENTIAL HughesNet	Satellite	100%	25 Mbps
BUSINESS Rise Broadband	Fixed Wireless	100%	100 Mbps
BUSINESS SOS Communications	Fixed Wireless	100%	50 Mbps
BUSINESS Spectrum Business	Cable	67.7%+	940 Mbps
BUSINESS CenturyLink Business	DSL	14.0%+	60 Mbps
BUSINESS VGI Technology	Fiber	15.7%+	1,000 Mbps
BUSINESS CenturyLink Business	Fiber	3.4%+	940 Mbps
BUSINESS Suddenlink Business	Cable	5.0%+	1,000 Mbps
BUSINESS Spectrum Business	Fiber	2.9%+	940 Mbps
BUSINESS enTouch Business	Fiber	0.7%+	1,000 Mbps

And more...

Internet Access in Florence, Texas

The average download speed in Florence is 10.36 Mbps. This is 92.2% slower than the average in Texas and 801.3% slower than the national average.

- There are 13 internet providers in Florence with 8 of those offering residential service
- Florence is the 643rd most connected city in Texas ahead of Bertram, but behind Georgetown, Liberty Hill, Jarrell, and Harker Heights.
- Texas is the 32nd most connected state in the U.S.
- Approximately 12,000 people in Williamson County don't have access to any wired internet.
- There are 9 companies offering business internet services in Florence.
- Fiber optic internet is available to 29% of Williamson County residents.
- 95% of residents in Williamson County have access to fixed wireless internet service.
- Almost 92% of consumers in Texas have access to a wired connection with true broadband speeds faster than 25mbps.

Zip code in Florence is 76527.

Internet Statistics 2021

96.9% of consumers in Florence

3,000 People

Only have access to 1 or fewer wired internet providers available at their address.

This data is calculated from FCC datasets which providers are legally required to supply twice a year. We further validate this data for accuracy.

Summary Of Internet Providers In Florence

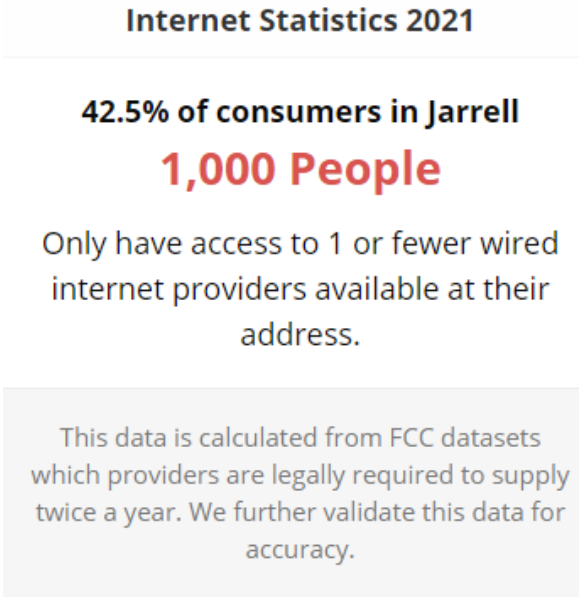
Provider	Type	Coverage	Speed
RESIDENTIAL CenturyLink	DSL	85.6%+	60 Mbps
RESIDENTIAL Western Broadband	Fixed Wireless	74.6%+	15 Mbps
RESIDENTIAL SOS Communications	Fixed Wireless	57.0%+	25 Mbps
RESIDENTIAL Rise Broadband	Fixed Wireless	48.6%+	50 Mbps
RESIDENTIAL Heritage Broadband	Fixed Wireless	27.0%+	100 Mbps
RESIDENTIAL CenturyLink	Fiber	17.0%+	940 Mbps
RESIDENTIAL Viasat Internet (formerly Exede)	Satellite	100%	100 Mbps
RESIDENTIAL HughesNet	Satellite	100%	25 Mbps
BUSINESS CenturyLink Business	DSL	100%	60 Mbps
BUSINESS Rise Broadband	Fixed Wireless	69.6%+	100 Mbps
BUSINESS SOS Communications	Fixed Wireless	100%	50 Mbps
BUSINESS CenturyLink Business	Fiber	23.7%+	940 Mbps
BUSINESS VGI Technology	Fiber	18.2%+	1,000 Mbps
BUSINESS Verizon Business	Copper	12.8%+	1.5 Mbps

Internet Access in Jarrell, Texas

The average download speed in Jarrell is 9.9 Mbps. This is 92.6% slower than the average in Texas and 843.1% slower than the national average.

- There are 14 internet providers in Jarrell with 9 of those offering residential service
- Jarrell is the 429th most connected city in Texas ahead of Florence, Bartlett, and Salado, but behind Georgetown and Granger.
- Fiber optic internet is available to 29% of Williamson County residents.
- Approximately 12,000 people in Williamson County don't have access to any wired internet.
- 95% of residents in Williamson County have access to fixed wireless internet service.
- Almost 92% of consumers in Texas have access to a wired connection with true broadband speeds faster than 25mbps.
- In Williamson County, approximately 26,000 people do not have access to 25mbps wired broadband.
- The average internet download speed in Texas is 133.04 mbps.

Zip codes in Jarrell are 76537 (78633 in Georgetown)



Summary Of Internet Providers In Jarrell

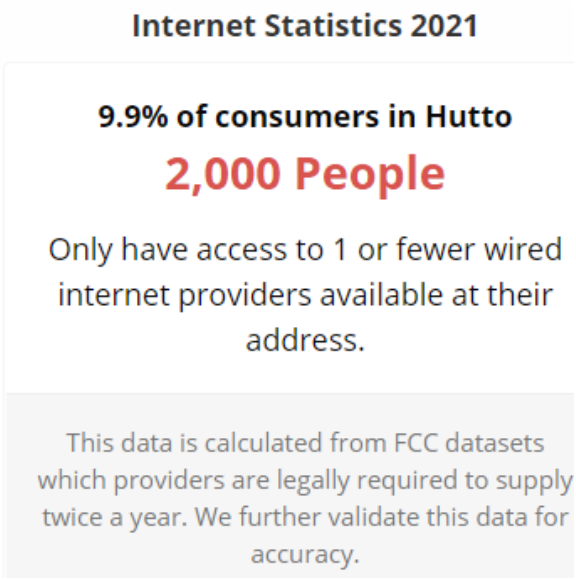
Provider	Type	Coverage	Speed
RESIDENTIAL SOS Communications	Fixed Wireless	100%	25 Mbps
RESIDENTIAL Farm to Market Broadband	Fixed Wireless	96.9%+	3.0 Mbps
RESIDENTIAL Frontier Communications	DSL	69.5%+	115 Mbps
RESIDENTIAL Suddenlink Communications	Cable	68.8%+	1,000 Mbps
RESIDENTIAL Western Broadband	Fixed Wireless	66.5%+	15 Mbps
RESIDENTIAL Rise Broadband	Fixed Wireless	56.8%+	100 Mbps
RESIDENTIAL Heritage Broadband	Fixed Wireless	45.5%+	100 Mbps
RESIDENTIAL Viasat Internet (formerly Exede)	Satellite	100%	100 Mbps
RESIDENTIAL HughesNet	Satellite	100%	25 Mbps
BUSINESS Rise Broadband	Fixed Wireless	100%	100 Mbps
BUSINESS Frontier Business	DSL	100%	115 Mbps
BUSINESS SOS Communications	Fixed Wireless	100%	50 Mbps
BUSINESS Suddenlink Business	Cable	40.0%+	1,000 Mbps

Internet Access in Hutto, Texas

The average download speed in Hutto is 150.31 Mbps. This is 13.0% faster than the average in Texas and 37.9% faster than the national average.

- There are 21 internet providers in Hutto with 18 of those offering residential service
- Hutto is the 110th most connected city in Texas ahead of Georgetown and Granger, but behind Pflugerville, Round Rock, and Taylor.
- Texas is the 32nd most connected state in the U.S.
- Approximately 12,000 people in Williamson County don't have access to any wired internet.
- In Williamson County, approximately 26,000 people do not have access to 25mbps wired broadband.
- 95% of residents in Williamson County have access to fixed wireless internet service.
- 90.0% of Texans have access to 100mbps or faster broadband.
- The average internet download speed in Texas is 133.04 mbps.
- The fastest zip code in Hutto for April 2021 is 78634. (see all below).

Zip Code in Hutto is 78634.



Summary Of Internet Providers In Hutto

Provider	Type	Coverage	Speed
RESIDENTIAL CenturyLink	DSL	86.3%+	60 Mbps
RESIDENTIAL SOS Communications	Fixed Wireless	100%	25 Mbps
RESIDENTIAL Rise Broadband	Fixed Wireless	99.8%+	100 Mbps
RESIDENTIAL Ranch Wireless	Fixed Wireless	85.8%+	25 Mbps
RESIDENTIAL Spectrum	Cable	84.9%+	1,000 Mbps
RESIDENTIAL Texas Wireless Internet	Fixed Wireless	45.7%+	8 Mbps
RESIDENTIAL CenturyLink	Fiber	22.5%+	940 Mbps
RESIDENTIAL VTX Communications	Fixed Wireless	21.5%+	25 Mbps
RESIDENTIAL Suddenlink Communications	Cable	14.2%+	1,000 Mbps
RESIDENTIAL AT&T Internet	IPBB	9.8%+	100 Mbps

RESIDENTIAL Frontier Communications	DSL	5.6%+	115 Mbps
RESIDENTIAL AT&T Fiber	Fiber	4.1%+	1,000 Mbps
RESIDENTIAL Dell Telephone Cooperative	DSL	1.9%+	7 Mbps
RESIDENTIAL Dell Telephone Cooperative	Fiber	1.9%+	100 Mbps
RESIDENTIAL Grande Communications	Cable	1.6%+	940 Mbps
RESIDENTIAL XFINITY from Comcast	Cable	1.1%+	1,000 Mbps
RESIDENTIAL Viasat Internet (formerly Exede)	Satellite	100%	100 Mbps
RESIDENTIAL HughesNet	Satellite	100%	25 Mbps
BUSINESS Rise Broadband	Fixed Wireless	100%	100 Mbps
BUSINESS Ranch Wireless	Fixed Wireless	86.5%+	25 Mbps
BUSINESS CenturyLink Business	DSL	100%	60 Mbps
BUSINESS SOS Communications	Fixed Wireless	100%	50 Mbps

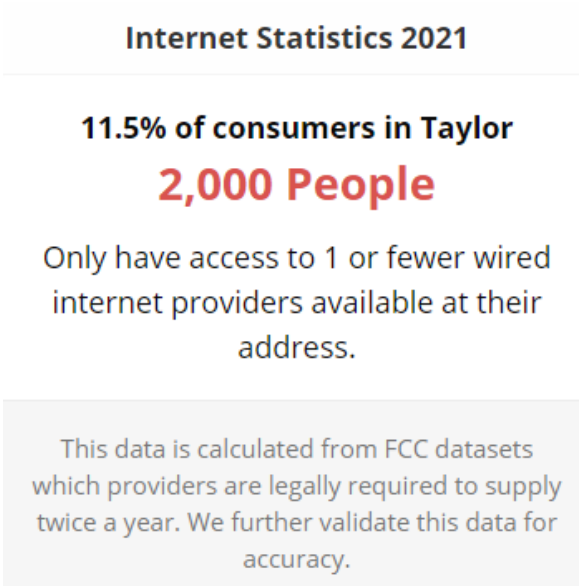
And more...

Internet Access in Taylor, Texas

The average download speed in Taylor is 73.08 Mbps. This is 45.1% slower than the average in Texas and 27.8% slower than the national average.

- There are 20 internet providers in Taylor with 12 of those offering residential service
- Taylor is the 102nd most connected city in Texas ahead of Hutto, Granger, and Bartlett, but behind Thorndale and Thrall.
- 95% of residents in Williamson County have access to fixed wireless internet service.
- Approximately 88% of Taylor residents are serviced by multiple wired providers.
- There are 15 companies offering business internet services in Taylor.
- 12% of Taylor residents are still severely limited in wired broadband choices.
- In Williamson County, approximately 26,000 people do not have access to 25mbps wired broadband.
- 90.0% of Texans have access to 100mbps or faster broadband.
- The fastest zip code in Taylor for April 2021 is 76574. (see all below).

Zip code in Taylor is 76574.



Summary Of Internet Providers In Taylor

Provider	Type	Coverage	Speed
RESIDENTIAL SOS Communications	Fixed Wireless	100%	25 Mbps
RESIDENTIAL Rise Broadband	Fixed Wireless	99.1%+	100 Mbps
RESIDENTIAL ERF Wireless	Fixed Wireless	97.6%+	0.768 Mbps
RESIDENTIAL AT&T Internet	IPBB	88.6%+	100 Mbps
RESIDENTIAL Spectrum	Cable	85.9%+	1,000 Mbps
RESIDENTIAL Ranch Wireless	Fixed Wireless	80.6%+	25 Mbps
RESIDENTIAL VTX Communications	Fixed Wireless	72.7%+	25 Mbps
RESIDENTIAL Western Broadband	Fixed Wireless	9.5%+	15 Mbps
RESIDENTIAL Windstream	DSL	3.3%+	100 Mbps
RESIDENTIAL XFINITY from Comcast	Cable	1.4%+	1,000 Mbps

RESIDENTIAL Viasat Internet (formerly Exede)	Satellite	100%	100 Mbps
RESIDENTIAL HughesNet	Satellite	100%	25 Mbps
BUSINESS Rise Broadband	Fixed Wireless	100%	100 Mbps
BUSINESS Ranch Wireless	Fixed Wireless	100%	25 Mbps
BUSINESS SOS Communications	Fixed Wireless	100%	50 Mbps
BUSINESS ERF Wireless	Fixed Wireless	100%	0.768 Mbps
BUSINESS Spectrum Business	Cable	60.3%+	940 Mbps
BUSINESS Spectrum Business	Fiber	15.1%+	940 Mbps
BUSINESS Comcast Business	Cable	1.0%+	987 Mbps
BUSINESS TPx Communications	Copper	1.7%+	1.5 Mbps
BUSINESS CenturyLink Business	Copper	1.7%+	45 Mbps
BUSINESS GTT Communications	Copper	0.4%+	-- Mbps

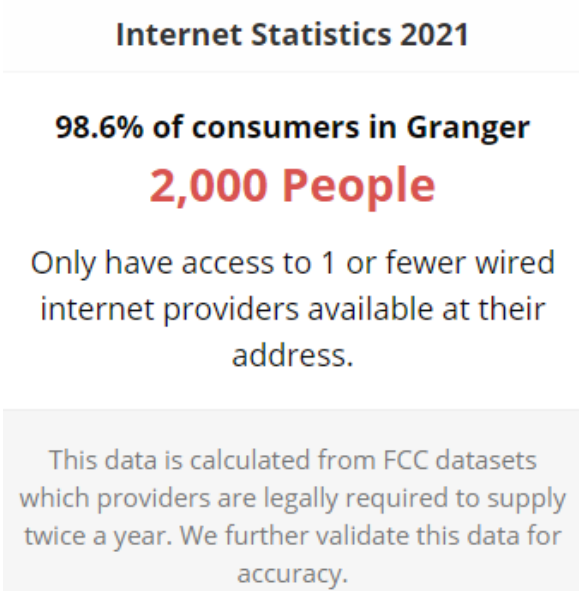
And more...

Internet Access in Granger, Texas

The average download speed in Granger is 15.26 Mbps. This is 88.5% slower than the average in Texas and 511.9% slower than the national average.

- There are 12 internet providers in Granger with 9 of those offering residential service
- Granger is the 204th most connected city in Texas ahead of Jarrell, Holland, and Bartlett, but behind Thrall and Taylor.
- There are 545 internet providers in all of Texas.
- 95% of residents in Williamson County have access to fixed wireless internet service.
- Texas is the 32nd most connected state in the U.S.
- There are 8 companies offering business internet services in Granger.
- The average internet download speed in Texas is 133.04 mbps.
- Fiber optic internet is available to 29% of Williamson County residents.

Zip code in Granger is 76530.



Summary Of Internet Providers In Granger

Provider	Type	Coverage	Speed
RESIDENTIAL Zochnet	Fixed Wireless	75.2%+	50 Mbps
RESIDENTIAL SOS Communications	Fixed Wireless	100%	25 Mbps
RESIDENTIAL Rise Broadband	Fixed Wireless	99.4%+	100 Mbps
RESIDENTIAL Zochnet	Fiber	58.9%+	1,000 Mbps
RESIDENTIAL Western Broadband	Fixed Wireless	50.2%+	15 Mbps
RESIDENTIAL Farm to Market Broadband	Fixed Wireless	24.5%+	3.0 Mbps
RESIDENTIAL Zochnet Cable	Cable	1.5%+	50 Mbps
RESIDENTIAL Viasat Internet (formerly Exede)	Satellite	100%	100 Mbps
RESIDENTIAL HughesNet	Satellite	100%	25 Mbps
BUSINESS Rise Broadband	Fixed Wireless	100%	100 Mbps
BUSINESS SOS Communications	Fixed Wireless	100%	50 Mbps
BUSINESS FiberLight	Fiber	0.9%+	-- Mbps

Internet Access in Austin, Williamson County, Texas

The northwest portion of Austin is in Williamson County.

Zip codes include 78717, 78726, 78727 (small), 78728 (Round Rock),78729, 78750 but some are not exclusive to Williamson County.

Residential Internet Providers in Austin, TX

PROVIDER	STARTING PRICE	SPEED RANGE	TYPE OF INTERNET	COVERAGE AVAILABILITY
AT&T Internet	$35/mo.	100-1000 Mbps	IPBB, Fiber	100% IPBB, 95% Fiber
Spectrum	$49.99/mo.	200-1000 Mbps	Cable	100% Cable
Google Fiber	$70/mo.	1000-2000 Mbps	Fiber	100% Fiber
Grande Communications	$24.99/mo.	50-1000 Mbps	Cable	99% Cable

Fastest Internet Providers in Austin, TX

PROVIDER	MAXIMUM SPEED	PRICE RANGE
Google Fiber	2000 Mbps	$70-100/mo.
AT&T Fiber	1000 Mbps	$35-60/mo.
Grande Communications	1000 Mbps	$24.99-64.99/mo.
En-Touch Systems	1000 Mbps	$35.99-69.99/mo.

The providers above offer the fastest download speeds currently available to Austin residents.

Appendix D

Some Examples of Deliverables

Example from Cuyahoga County Data on Broadband Distribution

	Cuyahoga County, Ohio	
Estimate Total:	532,752	
With an Internet subscription	391,791	
Dial-up alone	1,633	0.3%
Fixed broadband		66.2%
DSL:	67,065	12.6%
Cable modem	214,523	40.3%
Fiber-optic	25,048	4.7%
Satellite Internet service:	8,803	17%
Two or more fixed broadband types or other	37,335	7.0%
No fixed broadband at home		33.8%
Mobile broadband alone or with dial-up	37,384	7.0%
Internet access without a subscription	23,091	4.3%
No Internet access at home	117,870	22.1%

This would be sums across the Williamson county's population

Table 2

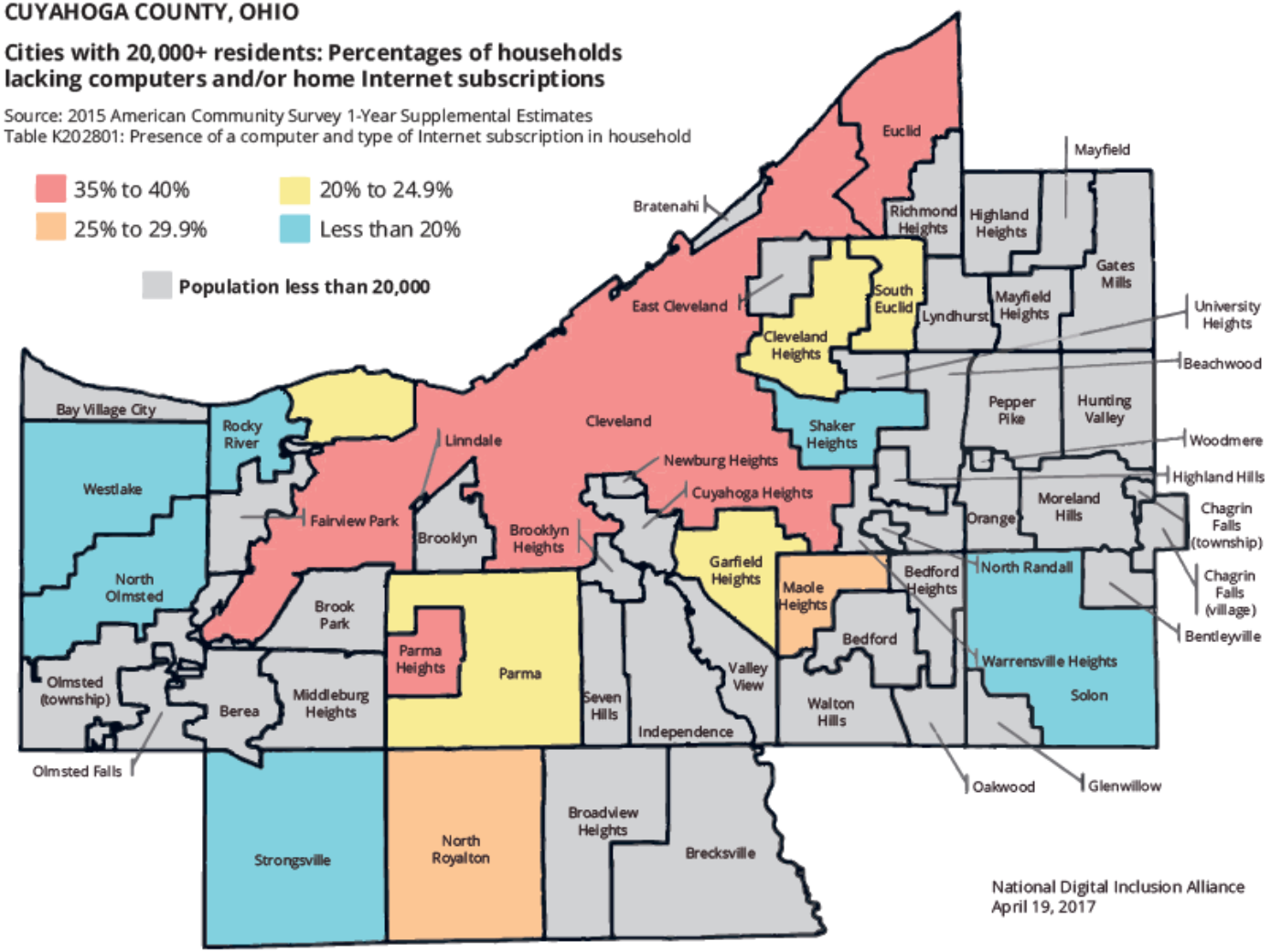
K2801: PRESENCE OF A COMPUTER AND TYPE OF INTERNET SUBSCRIPTION IN HOUSEHOLD (Universe: Households)

NOTE: "Broadband Internet subscription" includes mobile subscriptions; "with computer" includes mobile devices.

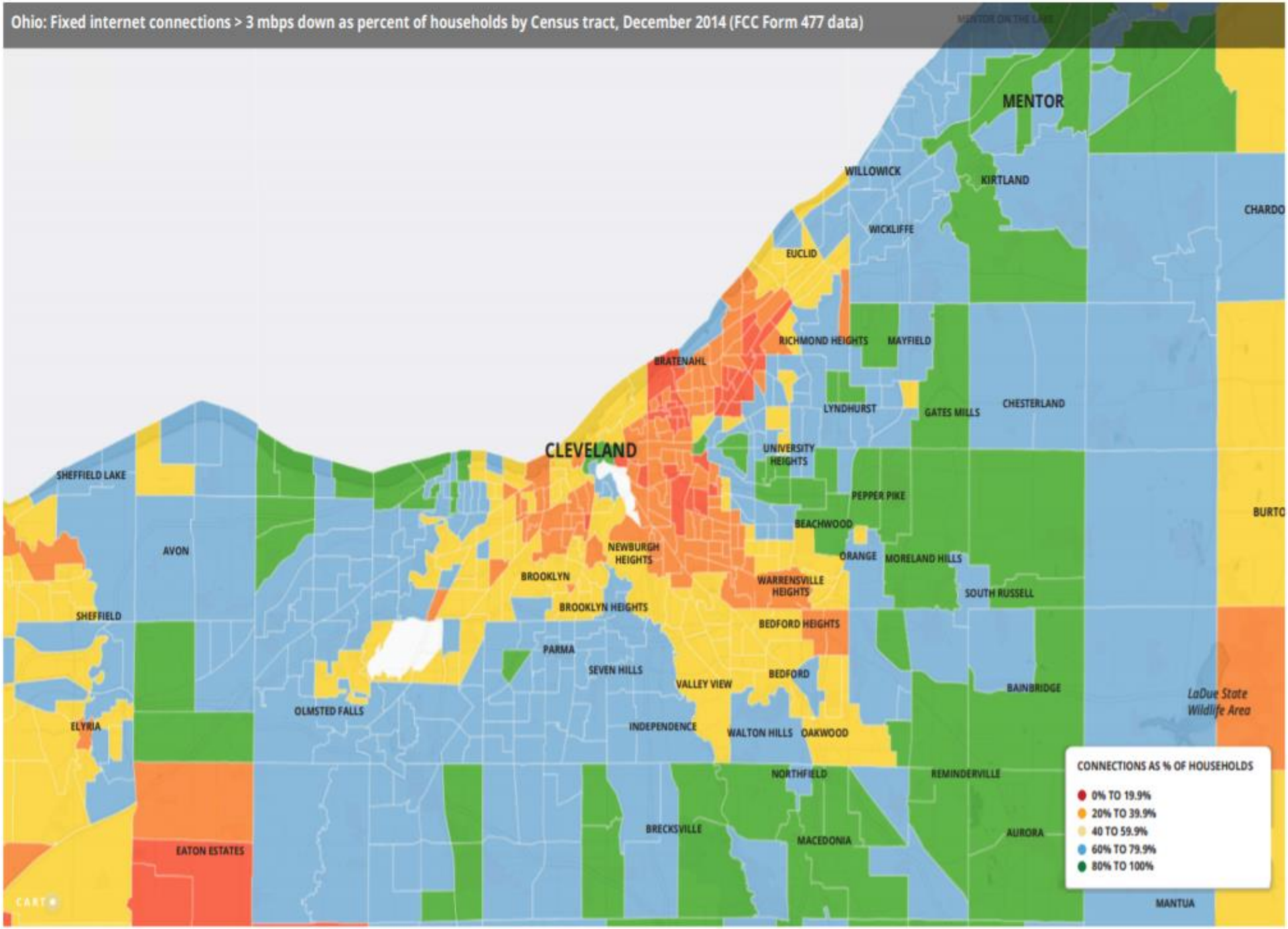
City		Households with computer						Households with computer			
	Households	Total	Dial-up subscription	Broadband Internet subscription	No Internet subscription	No computer	Total	Dial-up subscription	Broadband Internet subscription	No Internet subscription	No computer	**No home broadband Internet (inc. no computer)**
Cleveland city	167,667	128,175	500	103,228	24,447	39,492	76.4%	0.3%	61.6%	14.6%	23.6%	38.4%
Euclid city	22,783	16,927	34	14,730	2,163	5,856	74.3%	0.1%	64.7%	9.5%	25.7%	35.3%
Parma Heights city	8,881	6,875	79	5,702	1,094	2,006	77.4%	0.9%	64.2%	12.3%	22.6%	35.8%
Maple Heights city	9,121	7,694	51	6,543	1,100	1,427	84.4%	0.6%	71.7%	12.1%	15.6%	28.3%
North Royalton city	13,200	11,109	0	9,873	1,236	2,091	84.2%	0.0%	74.8%	9.4%	15.8%	25.2%
Garfield Heights city	11,203	9,058	39	8,428	591	2,145	80.9%	0.3%	75.2%	5.3%	19.1%	24.8%
South Euclid city	8,842	7,241	32	6,889	320	1,601	81.9%	0.4%	77.9%	3.6%	18.1%	22.1%
Parma city	32,577	28,492	138	25,771	2,583	4,085	87.5%	0.4%	79.1%	7.9%	12.5%	20.9%
Lakewood city	24,109	21,054	0	19,200	1,854	3,055	87.3%	0.0%	79.6%	7.7%	12.7%	20.4%
Cleveland Heights city	19,814	17,791	75	15,822	1,894	2,023	89.8%	0.4%	79.9%	9.6%	10.2%	20.1%
North Olmsted city	13,012	11,355	0	10,473	882	1,657	87.3%	0.0%	80.5%	6.8%	12.7%	19.5%
Rocky River city	8,760	7,718	0	7,295	423	1,042	88.1%	0.0%	83.3%	4.8%	11.9%	16.7%
Strongsville city	17,634	15,855	83	14,875	897	1,779	89.9%	0.5%	84.4%	5.1%	10.1%	15.6%
Shaker Heights city	10,710	9,963	0	9,120	843	747	93.0%	0.0%	85.2%	7.9%	7.0%	14.8%
Westlake city	13,418	12,525	0	11,550	975	893	93.3%	0.0%	86.1%	7.3%	6.7%	13.9%
Solon city	8,527	7,788	27	7,420	341	739	91.3%	0.3%	87.0%	4.0%	8.7%	13.0%

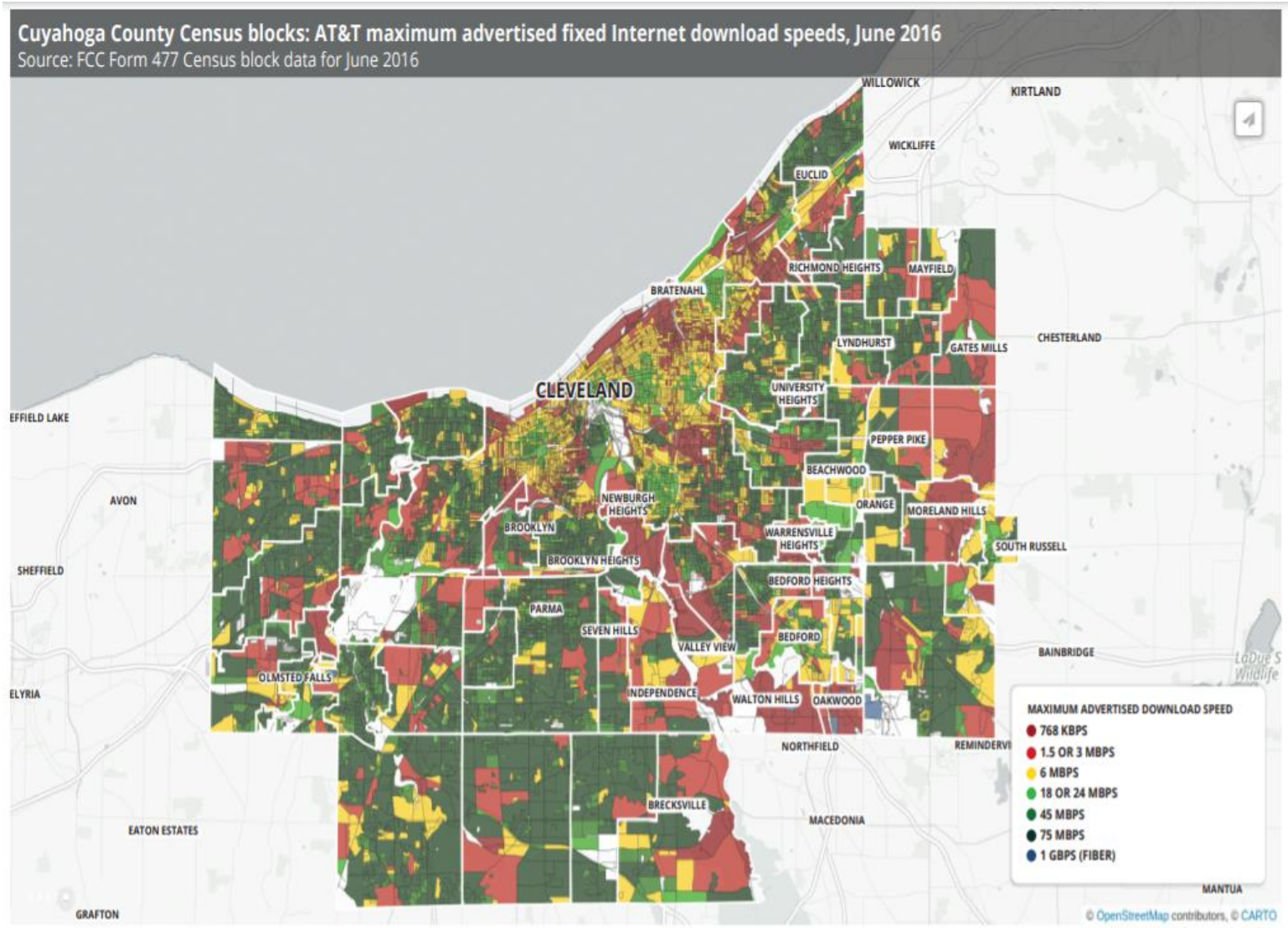
For Williamson County, this would be our major 7 cities, then extra-territorial jurisdictions and rural areas.

Map 1



For Wilco, we'd perhaps start at all 7 cities, then reasonable rural and extra-jurisdictional territories around the cities.

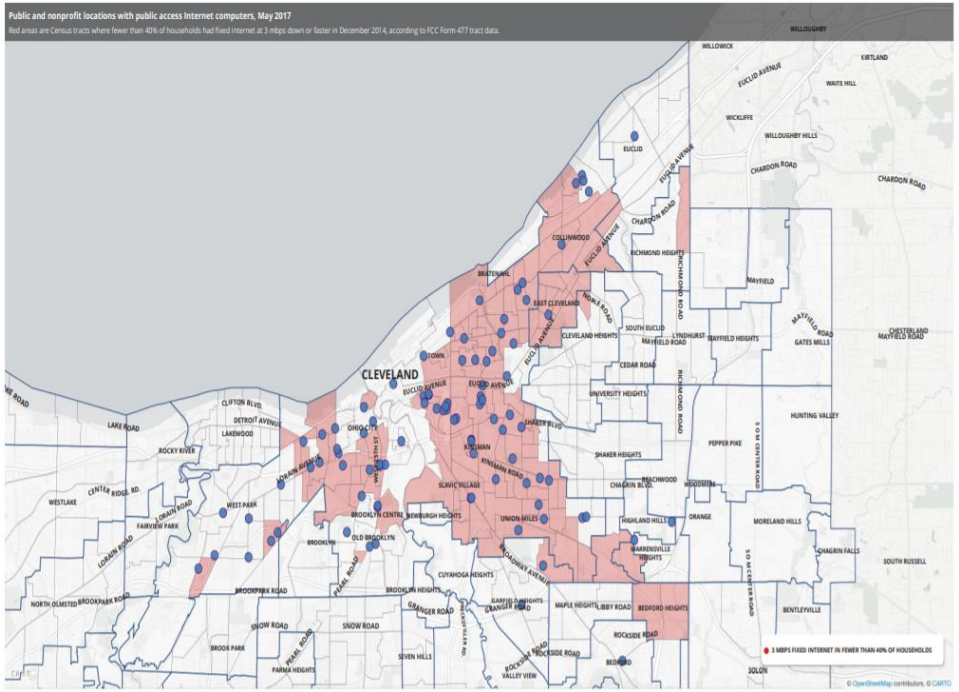

Ohio: Fixed internet connections > 3 mbps down as percent of households by Census tract, December 2014 (FCC Form 477 data)
MENTOR
WILLOWICK
KIRTLAND
CHARDO
WICKLIFFE
EUCLID
RICHMOND HEIGHTS
MAYFIELD
BRATENAHL
LYNDHURST
GATES MILLS
CHESTERLAND
CLEVELAND
UNIVERSITY HEIGHTS
SHEFFIELD LAKE
PEPPER PIKE
BURTO
BEACHWOOD
AVON
NEWBURGH HEIGHTS
ORANGE
MORELAND HILLS
BROOKLYN
WARRENSVILLE HEIGHTS
SOUTH RUSSELL
SHEFFIELD
BROOKLYN HEIGHTS
BEDFORD HEIGHTS
PARMA
SEVEN HILLS
BEDFORD
VALLEY VIEW
BAINBRIDGE
LaDue State Wildlife Area
OLMSTED FALLS
ELYRIA
INDEPENDENCE
WALTON HILLS
OAKWOOD
NORTHFIELD
REMINDERVILLE
BRECKSVILLE
MACEDONIA
AURORA
EATON ESTATES
MANTUA
CONNECTIONS AS % OF HOUSEHOLDS
0% TO 19.9%
20% TO 39.9%
40 TO 59.9%
60% TO 79.9%
80% TO 100%



Map current measured/extrapolated speeds in this way in Williamson County (this is older data)

Would be wonderful to have this data by Vendor

Noting locations of public access points for broadband



Homes missing connectivity

Table 2: *Public and nonprofit locations with public Wi-Fi access*

NAME	LOCATION	AFFILIATION	PUBLIC Wi-Fi INSIDE ONLY	PUBLIC Wi-Fi OUTSIDE
Brooklyn Center Plaza (CYC Center)	3730 Pearl Rd., Cleveland	ASC3		Shopping plaza
Old Brooklyn Connected	Cleveland Ward 13 (220 access points)	City of Cleveland		Neighborhood
Public Square	Public Square, Cleveland	City of Cleveland		Downtown park
Tri-C Metro Campus	2900 Community College Ave., Cleveland	Tri-C		Campus
Addison Branch CPL	6901 Superior Ave., Cleveland	Cleveland Public Library	Library	
Brooklyn Branch CPL	3706 Pearl Rd., Cleveland	Cleveland Public Library	Library	
Carnegie West Branch CPL	1900 Fulton Rd., Cleveland	Cleveland Public Library	Library	
Cleveland City Hall	601 Lakeside Ave., Cleveland	City of Cleveland	Public building	
Collinwood Branch CPL	856 East 152nd St., Cleveland	Cleveland Public Library	Library	
East 131st Street Branch CPL	3830 East 131st St., Cleveland	Cleveland Public Library	Library	
East Cleveland Public Library	14101 Euclid Ave., East Cleveland	East Cleveland Public Library	Library	
Eastman Branch CPL	11602 Lorain Ave., Cleveland	Cleveland Public Library	Library	
Estabrook Recreation Center	4125 Fulton, Cleveland	Cleve Div of Recreation	Rec center	
Euclid Public Library	631 East 222nd St., Euclid	Euclid Public Library	Library	
Fairfax Connection (PNC Bank)	8220 Carnegie Ave., Cleveland	Independent	CTC	
Fleet Branch CPL	7224 Broadway Ave., Cleveland	Cleveland Public Library	Library	
Fulton Branch CPL	3545 Fulton Rd., Cleveland	Cleveland Public Library	Library	
Garden Valley Branch CPL	7201 Kinsman Rd., Cleveland	Cleveland Public Library	Library	
Garfield Heights Branch CCPL	5409 Turney Rd., Garfield Heights	Cuyahoga County Public Library	Library	
Glenville Branch CPL	11900 St. Clair Ave., Cleveland	Cleveland Public Library	Library	
Glenville Recreation Center	680 East 113th, Cleveland	Cleve Div of Recreation	Rec center	
Harvard-Lee Branch CPL	16918 Harvard Ave., Cleveland	Cleveland Public Library	Library	
Hough Branch CPL	1566 Crawford Rd., Cleveland	Cleveland Public Library	Library	
Jefferson Branch CPL	850 Jefferson Ave., Cleveland	Cleveland Public Library	Library	
Langston Hughes Branch CPL	10200 Superior Ave., Cleveland	Cleveland Public Library	Library	
Lorain Branch CPL	8216 Lorain Ave., Cleveland	Cleveland Public Library	Library	
Main Library – Tech Central	325-525 Superior Ave., Cleveland	Cleveland Public Library	Library	
Maple Heights Branch CCPL	5225 Library Lane, Maple Heights	Cuyahoga County Public Library	Library	
Martin L. King, Jr. Branch CPL	1962 Stokes Blvd., Cleveland	Cleveland Public Library	Library	
Memorial-Nottingham Branch CPL	17109 Lake Shore Blvd., Cleveland	Cleveland Public Library	Library	
Mt. Pleasant Branch CPL	14000 Kinsman Rd., Cleveland	Cleveland Public Library	Library	
Ohio Library for the Blind & Physically Disabled	17121 Lake Shore Blvd., Cleveland	Cleveland Public Library	Library	

Appendix E

Acronyms and Terminology

5G Wireless – Fifth Generation - refers to fifth generation of wireless technology.

Bandwidth – The amount of data transmitted in a given amount of time; usually measured in bits per second, kilobits per second, and megabits per second.

Bit – A single unit of data, either a one or a zero. In the world of broadband, bits are used to refer to the amount of transmitted data. A megabit (Mb) is approximately 1,000,000 bits.

Broadband – a descriptive term for evolving digital technologies that provide consumers with integrated access to voice, high-speed data service, streaming services, gaming, and interactive delivery services (e.g. DSL, cable Internet).

CBRS – Citizens Broadband Radio Service

CRRSAA - Coronavirus Response and Relief Supplemental Appropriations Act, 2021

Downstream – Data flowing from the Internet to a computer such as in surfing the net, receiving e-mail, streaming, and downloading a file.

DSL – Digital Subscriber Line – The use of a copper telephone line to deliver "always on" broadband Internet service.

E-rate – A federal program that provides subsidy for voice and data lines to qualified schools, hospitals, Community-Based Organizations (CBOs), and other qualified institutions.

ESEA - Elementary and Secondary Education Act of 1965

ESSA - Every Student Succeeds Act (it amended the ESEA)

ETC - Eligible Telecommunications Carrier

Fixed Wireless Broadband – The operation of wireless devices or systems for broadband use at fixed locations such as homes or offices.

Gbps – Gigabits per second – 1,000,000,000 bits per second or 1,000 Mbps. A measure of speed for data transmission.

HEERF II - Higher Education Emergency Relief Fund II (in CRRSAA)

LEA - local education agency

LTE – Long-term Evolution (associated with 4G technology)

NTIA – National Telecommunications and Information Administration

TIA – National Telecommunications and Information Administration, which is housed within the United States Department of Commerce.

REAP - Rural Education Achievement Program

RHC – Rural Health Care

RLIS - Rural, Low-income School Program

SEA- state education agency

SRSA – Small, Rural School Achievement (program)

Upstream – Data flowing from computer to the Internet (sending e-mail, uploading a file, responding to a query).

USAC - Universal Service Administrative Company

WISP – Wireless Internet Service Providers (fixed wireless)

WISPA – Wireless Internet Service Providers Association

Internet Carrier & Capacity Options

- **DSL:** DSL internet in Austin is the one of the available connection types offering speeds ideal for light internet users and small households.
- **Cable:** Cable is a form of broadband internet that uses coaxial cables to deliver internet access to your home or office.
- **Fiber-Optic:** Fiber-optic cables are made up of bundles of small strands of glass. These strands send and receive data in the form of light. Light can carry a signal extremely quickly and effectively over long distances making fiber internet the fastest internet type available.
- **Satellite:** This type of internet relies on satellites in space to send and receive data. Satellite internet tends to be slower than its counterparts, but it is the only internet type that offers 100 percent availability in Austin.
- **Fixed Wireless:** Similar to satellite, fixed wireless provides internet access through radio waves to a specific location. In Austin, fixed wireless offers similar speeds to satellite internet.

RECOMMENDED SPEEDS	TYPE OF INTERNET ACTIVITIES
25+ Mbps	• Basic web browsing • Stream video on one device • Low lag online gaming • Ideal for 1-2 person household of light internet users
100+ Mbps	• Competitive gaming • Heavy streaming • High-resolution video chat • No lag online gaming • Appropriate for smart homes • Ideal for 4+ household
1000+ Mbps	• Stream 4K video on multiple devices (i.e. Load Netflix show in HD in 5 seconds or download a 30 GB game in less than 5 minutes) • Gigabit performance • Ideal for home offices • Ideal for 4+ household of power internet users

Commissioners Court - Regular Session **33.**

Meeting Date: 06/08/2021

TCG

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 to define the scope of services to be provided by TCG Consulting Services, LLC.

Background

TCG Consulting, LLC provides retirement plan consulting for employees. I have attached their standard scope of services for the Comprehensive Consulting service with a cost of $25,000. If approved, Purchasing will place a contract on the agenda for approval. The services would be paid for out of Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Scope

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/26/2021 01:26 PM

Form Started By: Rebecca Clemons Started On: 05/25/2021 08:36 AM

Final Approval Date: 05/26/2021

Proposed Scope of Services for Williamson County

- **Facilitate Request for Proposal(s)**–TCG Consulting will assist the Committee (Plan Sponsor) in determining if an RFP should be issued, the creation of the RFP, the marketing of the RFP, the evaluation of the RFP, and the implementation of any subsequent plan changes.
- **Investment Policy Statement Creation/Modification with Fiduciary Audit**–TCG Consulting will work with the Committee (Plan Sponsor) to determine the goals of the plan and facilitate a new or modified Investment Policy Statement (IPS). TCG perform an annual review of the IPS to determine if the investments are within policy parameters and in compliance with federal and state regulations.
- **Investment Advisory Committee Meetings**–TCG Consulting will assist in the creation of an Investment Advisory Committee by sharing best practices and providing materials for quarterly investment reviews. These meetings can either be in-person or by conference call at the Plan Sponsor's preference.
- **Negotiation**–TCG Consulting will negotiate on your behalf for recordkeeping fees and other contracts.
- **Fiduciary oversight and protection**–TCG Consulting acts as a fiduciary on all funds it oversees.
- **Reporting and Analysis**–We will provide a quarterly market commentary, a full portfolio analysis of every fund/model in the plan using fi360 software, and a report on plan specific details. The portfolio analysis will give a grade to each fund in the plan and put funds on a Watch list for underperformance. The grade is based off separate criteria and provides a process for removal of underperforming funds.
- **Investment Menu Construction and Investments**–After understanding the needs of the Plan Sponsor, TCG Consulting will advise on investment selections and structure, including the use of risk models, target date funds, stable value funds.
- **Best Practice Review and Report**–We will advise on DOL and IRS guidance, examine minutes, review all contracts, ordinances, audits, and documents, and produce a report on findings.
- **Compliance review with Record Keeper**–We will examine the pricing and deliverables of the Record Keeper with a report on compliance.
- **Provide Committee (Plan Sponsor) Education**–TCG Consulting will discuss new laws and pending legislation and advise on industry trends and provide Fiduciary education.
- **Audit Support**–In the event of a DOL or IRS audit, TCG Consulting will represent the Plan Sponsor at the audit.
- **Presentations**–TCG Consulting will make presentations to any interested parties on behalf of the Plan (e.g., Directors, Board, Counsel, Commissioners, etc.)
- **Participant Education**– TCG Consulting will provide up to 8 service days (64 hours) per year of educational seminars and one-on-one meetings with plan participants. Fiduciary advice will be given to plan participants on a variety of topics including basic financial planning, pension and social security, investment selection, and any relevant plan changes.

VALUE PROPOSITION

- TCG Consulting offers a team-based approach to institutional portfolio management and consulting with a product neutral process and full fiduciary transparency.
- Our investment team employs a rigorous investment solution search, review, and due diligence process that enables us to provide sophisticated investment advice and guidance.
- TCG Consulting provides carefully chosen third party experts, best in class expertise, solutions, and counsel at every level of the group retirement plan process to fulfill fiduciary obligations.
- Five Pillars
    - Plan Design
    - Fiduciary Services
    - Investment Consulting
    - Participant Advice
    - Provider Oversight
- Our experience in the public sector equips TCG with a deep understanding of public funds management. Our investment expertise puts us in the unique position to responsibly advise and manage retirement plan investments, providing our clients with creative solutions to meet their needs.
- Neither TCG nor its affiliates accept any revenue from investments (if any are paid, all such revenue received is used to offset participant fees). This is critical in evaluating any potential provider for your plans. Competitors sometimes quote lower administration and advisory fees but they may accept 12b-1 fees or other compensation from funds that they include in the plan, leading to a plan that is ultimately more expensive to employees.

TCG CAN STAND BEHIND YOU AS A FIDUCIARY

With respect to the participants and beneficiaries in the plan, our fiduciary responsibilities can include

- Acting solely in the interest of the participants and their beneficiaries;
- Acting for the exclusive purpose of providing benefits to workers participating in the plan and their beneficiaries, and defraying reasonable expenses of the plan;
- Carrying out duties with the care, skill, prudence and diligence of a prudent person familiar with the matters;
- Following the plan documents; and
- Diversifying plan investments.

Commissioners Court - Regular Session **34.**

Meeting Date: 06/08/2021

Policy Exception

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a policy exception regarding the Chief Civil Attorney position in the County Attorney's Office.

Background

The County Attorney's office is asking for the Court's approval on a policy exception for the Chief Civil Attorney PCN 0046 that will be vacant effective June 11th. We would ask the court to consider one of the following options for approval.

1. The County Attorney asks for an exception to the policy of Chief Civil Attorney PCN 0046 to hire 15% above the minimum of the pay grade 36 at the current salary of $108,873.96 which is 37% above minimum of Grade 36. Policy allows a hire at 15% above minimum for external hires which would be $90,974.92. There would be no fiscal impact, as the money is already budgeted on the position.

OR

2. The County Attorney's office asks for the court to approve an exception and allow the reclassification of PCN 0046 from Civil Attorney Grade 36 to Chief Civil Attorney Grade 39.

This position currently supervises two other attorneys who are at a grade above this position:

Chief Juvenile Attorney PCN 0044 Grade 38
Chief Family Justice Attorney PCN 0045 Grade 38

There would be no fiscal impact, as this would be a Title/Grade Change only to the position. If the reclassification is allowed 15% above minimum would be at $105,503.56 for this position and the remaining $3,370.40 would be taken from this position at the end of this budget year and put into the general fund.

This position was not anticipated to be vacated prior to the salary study that is scheduled for Spring 2022. The Chief of Civil division has taken on more responsibilities and is comparable to the Chief of Criminal which is graded at a 39. The County Attorney believes that Option 2 would be the better option given that the position should be reclassified during the salary study.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/02/2021 09:25 PM
Form Started By: Stephanie Lloyd		Started On: 06/02/2021 04:29 PM
Final Approval Date: 06/02/2021		

Commissioners Court - Regular Session **35.**

Meeting Date: 06/08/2021

Line Item Transfer from OT to Part-time Salary

Submitted For: Mike Gleason **Submitted By:** Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a policy exception regarding transferring overtime dollars to part-time salaries 20-30 HRS/WK.

Background

The County Sheriff is requesting a policy exception for transfer of dollars from overtime (1110) to part-time salaries (1101). The requested and approved amount for FY21 was 20 hours per week or 1,040 hours per year at a rate of $13.467/hour with the option to give 2% additional as awarded in Commissioner's Court. However, the employee was authorized and has been working 29 hours per week. As a result, additional funding in the amount of $6,970.00 is required for this position to continue to work 29 hours per week.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.001110	Overtime	$6,970.00
To	0100.0560.001101	Part-time Salaries	$6,970.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 09:14 AM
Budget Office	Sarah Crain	06/03/2021 10:20 AM
Form Started By: Peggy Braun		Started On: 06/02/2021 04:31 PM
Final Approval Date: 06/03/2021		

Commissioners Court - Regular Session **36.**

Meeting Date: 06/08/2021

Compensation Study

Submitted For: Mike Gleason **Submitted By:** Tammy Alexander, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on proposed compensation changes for the Williamson County Sheriff's Office Law Enforcement/Corrections Pay Scales due to exigencies and economic demands.

Background

Compensation Study: Law Enforcement/Corrections Pay Scales

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY 19 LE Chart

FY20 C Chart

Manager Portal With SO Proposed Increases

Estimated Personnel Cost

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 11:34 AM

Form Started By: Tammy Alexander Started On: 06/03/2021 10:26 AM

Final Approval Date: 06/03/2021

L STEP CHART - 05/2021 SO REVISIONS
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DEPUTY DEPUTY CONSTABLE	L1-1	L1-2 (Const. min)	L1-3	L1-4	L1-5	L1-6	L1-7	L1-8	L1-9	L1-10	L1-11	L1-12	L1-13	L1-14	L1-15	L1-16	L1-17	L1-18
Annual	$58,693.52	$61,628.20	$64,709.61	$67,297.99	$69,989.91	$72,089.61	$74,252.30	$75,737.34	$77,252.09	$78,797.13	$79,585.10	$80,380.95	$81,184.76	$81,996.61	$82,816.58	$83,644.74	$84,481.19	$85,326.00
Hourly	$28.22	$29.63	$31.11	$32.35	$33.65	$34.66	$35.70	$36.41	$37.14	$37.88	$38.26	$38.64	$39.03	$39.42	$39.82	$40.21	$40.62	$41.02
SERGEANT SERGEANT INVESTIGATOR CONSTABLE SERGEANT	L3-1	L3-2	L3-3	L3-4	L3-5	L3-6	L3-7	L3-8	L3-9	L3-10	L3-11	L3-12	L3-13	L3-14	L3-15	L3-16	L3-17	L3-18
Annual	N/A	$68,368.04	$71,786.44	$74,657.90	$77,644.22	$79,973.54	$82,372.75	$84,020.20	$85,700.61	$87,414.62	$88,288.77	$89,171.65	$90,063.37	$90,964.00	$91,873.64	$92,792.38	$93,720.30	$94,657.51
Hourly	N/A	$32.87	$34.51	$35.89	$37.33	$38.45	$39.60	$40.39	$41.20	$42.03	$42.45	$42.87	$43.30	$43.73	$44.17	$44.61	$45.06	$45.51
LIEUTENANT CONSTABLE LIEUTENANT DEPUTY CHIEF INVESTIGATOR	L4-1	L4-2	L4-3	L4-4	L4-5	L4-6	L4-7	L4-8	L4-9	L4-10	L4-11	L4-12	L4-13	L4-14	L4-15	L4-16	L4-17	L4-18
Annual	N/A	N/A	$75,610.65	$78,635.08	$81,780.48	$84,233.89	$86,760.91	$88,496.13	$90,266.05	$92,071.37	$92,992.09	$93,922.01	$94,861.23	$95,809.84	$96,767.94	$97,735.62	$98,712.97	$99,700.10
Hourly	N/A	N/A	$36.35	$37.81	$39.32	$40.50	$41.71	$42.55	$43.40	$44.27	$44.71	$45.15	$45.61	$46.06	$46.52	$46.99	$47.46	$47.93
COMMANDER CHIEF DEPUTY CONSTABLE	L5-1	L5-2	L5-3 (Const. min)	L5-4	L5-5	L5-6	L5-7	L5-8	L5-9	L5-10	L5-11	L5-12	L5-13	L5-14	L5-15	L5-16	L5-17	L5-18
Annual	N/A	N/A	$88,045.98	$91,567.82	$95,230.53	$98,087.45	$101,030.07	$103,050.67	$105,111.69	$107,213.92	$108,286.06	$109,368.92	$110,462.61	$111,567.24	$112,682.91	$113,809.74	$114,947.83	$116,097.31
Hourly	N/A	N/A	$42.33	$44.02	$45.78	$47.16	$48.57	$49.54	$50.53	$51.55	$52.06	$52.58	$53.11	$53.64	$54.17	$54.72	$55.26	$55.82

**Minor variations may occur due to rounding

C STEP CHART - 05/2021 SO REVISIONS
THIS IS A DRAFT

CORRECTIONS OFFICER	C1-1	C1-2	C1-3	C1-4	C1-5	C1-6	C1-7	C1-8	C1-9	C1-10	C1-11	C1-12
Annual	40,925.53	$42,971.81	$45,120.40	$46,925.21	$48,802.22	$50,266.29	$51,774.28	$52,809.76	$53,865.96	$54,943.28	$55,492.71	$56,047.64
Hourly	$19.68	$20.66	$21.69	$22.56	$23.46	$24.17	$24.89	$25.39	$25.90	$26.42	$26.68	$26.95
COMMISSIONED CORRECTIONS OFFICER	C2-1	C2-2	C2-3	C2-4	C2-5	C2-6	C2-7	C2-8	C2-9	C2-10	C2-11	C2-12
Annual	$50,782.92	$53,322.07	$55,988.17	$58,227.70	$60,556.80	$62,373.51	$64,244.71	$65,529.61	$66,840.20	$68,177.00	$68,858.77	$69,547.36
Hourly	$24.41	$25.64	$26.92	$27.99	$29.11	$29.99	$30.89	$31.50	$32.13	$32.78	$33.11	$33.44
SERGEANT	CA-1	CA-2	CA-3	CA-4	CA-5	CA-6	CA-7	CA-8	CA-9	CA-10	CA-11	CA-12
Annual	N/A	$59,562.00	$62,540.10	$65,041.70	$67,643.37	$69,672.67	$71,762.85	$73,198.11	$74,662.07	$76,155.31	$76,916.87	$77,686.04
Hourly	N/A	$28.64	$30.07	$31.27	$32.52	$33.50	$34.50	$35.19	$35.90	$36.61	$36.98	$37.35
COMMISSIONED SERGEANT	C3-1	C3-2	C3-3	C3-4	C3-5	C3-6	C3-7	C3-8	C3-9	C3-10	C3-11	C3-12
Annual	N/A	$62,894.69	$66,039.42	$68,681.00	$71,428.24	$73,571.09	$75,778.22	$77,293.79	$78,839.66	$80,416.45	$81,220.62	$82,032.83
Hourly	N/A	$30.24	$31.75	$33.02	$34.34	$35.37	$36.43	$37.16	$37.90	$38.66	$39.05	$39.44
CORRECTIONS MEDICAL OFFICER	C4-1	C4-2	C4-3	C4-4	C4-5	C4-6	C4-7	C4-8	C4-9	C4-10	C4-11	C4-12
Annual	$45,661.34	$47,944.41	$50,341.63	$52,355.29	$54,449.50	$56,082.99	$57,765.48	$58,920.79	$60,099.20	$61,301.19	$61,914.20	$62,533.34
Hourly	$21.95	$23.05	$24.20	$25.17	$26.18	$26.96	$27.77	$28.33	$28.89	$29.47	$29.77	$30.06
MEDICAL SERGEANT	CB-1	CB-2	CB-3	CB-4	CB-5	CB-6	CB-7	CB-8	CB-9	CB-10	CB-11	CB-12
Annual	N/A	$66,049.40	$69,351.87	$72,125.94	$75,010.98	$77,261.31	$79,579.15	$81,170.73	$82,794.15	$84,450.03	$85,294.53	$86,147.48
Hourly	N/A	$31.75	$33.34	$34.68	$36.06	$37.14	$38.26	$39.02	$39.80	$40.60	$41.01	$41.42
LIEUTENANT	CC-1	CC-2	CC-3	CC-4	CC-5	CC-6	CC-7	CC-8	CC-9	CC-10	CC-11	CC-12
Annual	N/A	N/A	$69,541.00	$72,322.64	$75,215.55	$77,472.01	$79,796.17	$81,392.10	$83,019.94	$84,680.34	$85,527.14	$86,382.41
Hourly	N/A	N/A	$33.43	$34.77	$36.16	$37.25	$38.36	$39.13	$39.91	$40.71	$41.12	$41.53
COMMISSIONED LIEUTENANT	C5-1	C5-2	C5-3	C5-4	C5-5	C5-6	C5-7	C5-8	C5-9	C5-10	C5-11	C5-12
Annual	N/A	N/A	$72,528.08	$75,429.20	$78,446.37	$80,799.76	$83,223.76	$84,888.23	$86,586.00	$88,317.71	$89,200.89	$90,092.90
Hourly	N/A	N/A	$34.87	$36.26	$37.71	$38.85	$40.01	$40.81	$41.63	$42.46	$42.89	$43.31
MEDICAL LIEUTENANT	C6-1	C6-2	C6-3	C6-4	C6-5	C6-6	C6-7	C6-8	C6-9	C6-10	C6-11	C6-12
Annual	N/A	N/A	N/A	$76,847.59	$79,921.49	$82,319.14	$84,788.71	$86,484.49	$88,214.18	$89,978.46	$90,878.24	$91,787.03
Hourly	N/A	N/A	N/A	$36.95	$38.42	$39.58	$40.76	$41.58	$42.41	$43.26	$43.69	$44.13
COMMANDER	C7-1	C7-2	C7-3	C7-4	C7-5	C7-6	C7-7	C7-8	C7-9	C7-10	C7-11	C7-12
Annual	N/A	N/A	N/A	$85,889.58	$89,325.16	$92,004.92	$94,765.07	$96,660.37	$98,593.57	$100,565.45	$101,571.10	$102,586.81
Hourly	N/A	N/A	N/A	$41.29	$42.94	$44.23	$45.56	$46.47	$47.40	$48.35	$48.83	$49.32

**Minor variations may occur due to rounding

BC	Organization	Position	PCN	Grade
570	Corrections	Corrections Officer.0362.001105.	362	C1.1
570	Corrections	Corrections Officer.0365.001105.	365	C1.1
570	Corrections	Corrections Officer.0369.001105.	369	C1.1
570	Corrections	Corrections Officer.0370.001105.	370	C1.1
570	Corrections	Corrections Officer.0372.001105.	372	C1.1
570	Corrections	Corrections Officer.0373.001105.	373	C1.1
570	Corrections	Corrections Officer.0379.001105.	379	C1.1
570	Corrections	Corrections Officer.0393.001105.	393	C1.1
570	Corrections	Corrections Officer.0410.001105.	410	C1.1
570	Corrections	Corrections Officer.0414.001105.	414	C1.1
570	Corrections	Corrections Officer.0429.001105.	429	C1.1
570	Corrections	Corrections Officer.0437.001105.	437	C1.1
570	Corrections	Corrections Officer.0438.001105.	438	C1.1
570	Corrections	Corrections Officer.0442.001105.	442	C1.1
570	Corrections	Corrections Officer.0456.001105.	456	C1.1
570	Corrections	Corrections Officer.0468.001105.	468	C1.1
570	Corrections	Corrections Officer.0476.001105.	476	C1.1
570	Corrections	Corrections Officer.0487.001105.	487	C1.1
570	Corrections	Corrections Officer.0497.001105.	497	C1.1
570	Corrections	Corrections Officer.0498.001105.	498	C1.1
570	Corrections	Corrections Officer.0500.001105.	500	C1.1
570	Corrections	Corrections Officer.0505.001105.	505	C1.1
570	Corrections	Corrections Officer.0511.001105.	511	C1.1
570	Corrections	Corrections Officer.0517.001105.	517	C1.1
570	Corrections	Corrections Officer.0520.001105.	520	C1.1
570	Corrections	Corrections Officer.0521.001105.	521	C1.1
570	Corrections	Corrections Officer.0522.001105.	522	C1.1
570	Corrections	Corrections Officer.0524.001105.	524	C1.1
570	Corrections	Corrections Officer.0526.001105.	526	C1.1
570	Corrections	Corrections Officer.0528.001105.	528	C1.1
570	Corrections	Corrections Officer.0529.001105.	529	C1.1
570	Corrections	Corrections Officer.0531.001105.	531	C1.1
570	Corrections	Cadet.0536.001105.	536	C1.1
570	Corrections	Cadet.0537.001105.	537	C1.1
570	Corrections	Cadet.0541.001105.	541	C1.1
570	Corrections	Cadet.0545.001105.	545	C1.1
570	Corrections	Cadet.0548.001105.	548	C1.1
570	Corrections	Cadet.0553.001105.	553	C1.1
570	Corrections	Cadet.0554.001105.	554	C1.1
570	Corrections	Cadet.0560.001105.	560	C1.1
570	Corrections	Cadet.0565.001105.	565	C1.1
570	Corrections	Cadet.0566.001105.	566	C1.1
570	Corrections	Corrections Officer.1735.001105.	1735	C1.1
570	Corrections	Corrections Officer.1736.001105.	1736	C1.1

570	Corrections	Corrections Officer.1875.001105.N	1875	C1.1
570	Corrections	Corrections Officer.1937.001105.	1937	C1.1
570	Corrections	Corrections Officer.0446.001105.	446	C1.1
570	Corrections	Corrections Officer.0454.001105.	454	C1.1
570	Corrections	Corrections Officer.0470.001105.	470	C1.1
570	Corrections	Corrections Officer.0513.001105.	513	C1.1
570	Corrections	Corrections Officer.0527.001105.	527	C1.1
570	Corrections	Corrections Officer.0382.001105.	382	C1.10
570	Corrections	Corrections Officer.0401.001105.	401	C1.10
570	Corrections	Corrections Officer.0403.001105.	403	C1.10
570	Corrections	Corrections Officer.0458.001105.	458	C1.10
570	Corrections	Corrections Officer.0359.001105.	359	C1.11
570	Corrections	Corrections Officer.0397.001105.	397	C1.11
570	Corrections	Corrections Officer.0436.001105.	436	C1.11
570	Corrections	Corrections Officer.0479.001105.	479	C1.11
570	Corrections	Corrections Officer.0510.001105.	510	C1.11
570	Corrections	Corrections Officer.0356.001105.	356	C1.12
570	Corrections	Corrections Officer.0363.001105.	363	C1.12
570	Corrections	Corrections Officer.0386.001105.	386	C1.12
570	Corrections	Corrections Officer.0391.001105.	391	C1.12
570	Corrections	Corrections Officer.0419.001105.	419	C1.12
570	Corrections	Corrections Officer.0432.001105.	432	C1.12
570	Corrections	Corrections Officer.0516.001105.	516	C1.12
570	Corrections	Corrections Officer.0518.001105.	518	C1.12
570	Corrections	Corrections Officer.0585.001105.	585	C1.12
570	Corrections	Corrections Officer.0466.001105.	466	C1.13
570	Corrections	Corrections Officer.0478.001105.	478	C1.13
570	Corrections	Corrections Officer.0501.001105.	501	C1.13
570	Corrections	Corrections Officer.0402.001105.	402	C1.14
570	Corrections	Corrections Officer.0447.001105.	447	C1.14
570	Corrections	Corrections Officer.0457.001105.	457	C1.14
570	Corrections	Corrections Officer.0464.001105.	464	C1.14
570	Corrections	Corrections Officer.0475.001105.	475	C1.14
570	Corrections	Corrections Officer.0482.001105.	482	C1.14
570	Corrections	Corrections Officer.0389.001105.	389	C1.15
570	Corrections	Corrections Officer.0423.001105.	423	C1.15
570	Corrections	Corrections Officer.0494.001105.	494	C1.15
570	Corrections	Corrections Officer.0427.001105.	427	C1.16
570	Corrections	Corrections Officer.0503.001105.	503	C1.16
570	Corrections	Corrections Officer.0388.001105.	388	C1.18
570	Corrections	Corrections Officer.0453.001105.	453	C1.18
570	Corrections	Corrections Officer.0471.001105.	471	C1.18
570	Corrections	Corrections Officer.0473.001105.	473	C1.18
570	Corrections	Corrections Officer.0474.001105.	474	C1.18
570	Corrections	Corrections Officer.0477.001105.	477	C1.18
570	Corrections	Corrections Officer.0480.001105.	480	C1.18
570	Corrections	Corrections Officer.0499.001105.	499	C1.18

570	Corrections	Corrections Officer.0504.001105.	504	C1.18
570	Corrections	Corrections Officer.0508.001105.	508	C1.18
570	Corrections	Corrections Officer.0381.001105.	381	C1.2
570	Corrections	Corrections Officer.0392.001105.	392	C1.2
570	Corrections	Corrections Officer.0417.001105.	417	C1.2
570	Corrections	Corrections Officer.0422.001105.	422	C1.2
570	Corrections	Corrections Officer.0433.001105.	433	C1.2
570	Corrections	Corrections Officer.0450.001105.	450	C1.2
570	Corrections	Corrections Officer.0451.001105.	451	C1.2
570	Corrections	Corrections Officer.0462.001105.	462	C1.2
570	Corrections	Corrections Officer.0467.001105.	467	C1.2
570	Corrections	Corrections Officer.0484.001105.	484	C1.2
570	Corrections	Corrections Officer.0495.001105.	495	C1.2
570	Corrections	Corrections Officer.0355.001105.	355	C1.3
570	Corrections	Corrections Officer.0360.001105.	360	C1.3
570	Corrections	Corrections Officer.0371.001105.	371	C1.3
570	Corrections	Corrections Officer.0375.001105.	375	C1.3
570	Corrections	Corrections Officer.0395.001105.	395	C1.3
570	Corrections	Corrections Officer.0407.001105.	407	C1.3
570	Corrections	Corrections Officer.0415.001105.	415	C1.3
570	Corrections	Corrections Officer.0420.001105.	420	C1.3
570	Corrections	Corrections Officer.0424.001105.	424	C1.3
570	Corrections	Corrections Officer.0428.001105.	428	C1.3
570	Corrections	Corrections Officer.0440.001105.	440	C1.3
570	Corrections	Corrections Officer.0443.001105.	443	C1.3
570	Corrections	Corrections Officer.0449.001105.	449	C1.3
570	Corrections	Corrections Officer.0459.001105.	459	C1.3
570	Corrections	Corrections Officer.0461.001105.	461	C1.3
570	Corrections	Corrections Officer.0485.001105.	485	C1.3
570	Corrections	Corrections Officer.0496.001105.	496	C1.3
570	Corrections	Corrections Officer.0534.001105.	534	C1.3
570	Corrections	Corrections Officer.0587.001105.	587	C1.3
570	Corrections	Corrections Officer.1737.001105.	1737	C1.3
570	Corrections	Corrections Officer.1873.001105.N	1873	C1.3
570	Corrections	Corrections Officer.1936.001105.	1936	C1.3
570	Corrections	Corrections Officer.0357.001105.	357	C1.4
570	Corrections	Corrections Officer.0376.001105.	376	C1.4
570	Corrections	Corrections Officer.0385.001105.	385	C1.4
570	Corrections	Corrections Officer.0387.001105.	387	C1.4
570	Corrections	Corrections Officer.0394.001105.	394	C1.4
570	Corrections	Corrections Officer.0404.001105.	404	C1.4
570	Corrections	Corrections Officer.0406.001105.	406	C1.4
570	Corrections	Corrections Officer.0418.001105.	418	C1.4
570	Corrections	Corrections Officer.0441.001105.	441	C1.4
570	Corrections	Corrections Officer.0444.001105.	444	C1.4
570	Corrections	Corrections Officer.0445.001105.	445	C1.4
570	Corrections	Corrections Officer.0465.001105.	465	C1.4

570	Corrections	Corrections Officer.0472.001105.	472	C1.4
570	Corrections	Corrections Officer.0481.001105.	481	C1.4
570	Corrections	Corrections Officer.0486.001105.	486	C1.4
570	Corrections	Corrections Officer.0488.001105.	488	C1.4
570	Corrections	Corrections Officer.0492.001105.	492	C1.4
570	Corrections	Corrections Officer.0509.001105.	509	C1.4
570	Corrections	Corrections Officer.0512.001105.	512	C1.4
570	Corrections	Corrections Officer.0523.001105.	523	C1.4
570	Corrections	Corrections Officer.0530.001105.	530	C1.4
570	Corrections	Corrections Officer.0532.001105.	532	C1.4
570	Corrections	Corrections Officer.1695.001105.	1695	C1.4
570	Corrections	Corrections Officer.1874.001105.N	1874	C1.4
570	Corrections	Corrections Officer.1876.001105.N	1876	C1.4
570	Corrections	Corrections Officer.0358.001105.	358	C1.5
570	Corrections	Corrections Officer.0361.001105.	361	C1.5
570	Corrections	Corrections Officer.0364.001105.	364	C1.5
570	Corrections	Corrections Officer.0368.001105.	368	C1.5
570	Corrections	Corrections Officer.0377.001105.	377	C1.5
570	Corrections	Corrections Officer.0380.001105.	380	C1.5
570	Corrections	Corrections Officer.0384.001105.	384	C1.5
570	Corrections	Corrections Officer.0390.001105.	390	C1.5
570	Corrections	Corrections Officer.0399.001105.	399	C1.5
570	Corrections	Corrections Officer.0400.001105.	400	C1.5
570	Corrections	Corrections Officer.0408.001105.	408	C1.5
570	Corrections	Corrections Officer.0409.001105.	409	C1.5
570	Corrections	Corrections Officer.0412.001105.	412	C1.5
570	Corrections	Corrections Officer.0413.001105.	413	C1.5
570	Corrections	Corrections Officer.0431.001105.	431	C1.5
570	Corrections	Corrections Officer.0439.001105.	439	C1.5
570	Corrections	Corrections Officer.0448.001105.	448	C1.5
570	Corrections	Corrections Officer.0483.001105.	483	C1.5
570	Corrections	Corrections Officer.0489.001105.	489	C1.5
570	Corrections	Corrections Officer.0493.001105.	493	C1.5
570	Corrections	Corrections Officer.0506.001105.	506	C1.5
570	Corrections	Corrections Officer.0507.001105.	507	C1.5
570	Corrections	Corrections Officer.0514.001105.	514	C1.5
570	Corrections	Corrections Officer.0533.001105.	533	C1.5
570	Corrections	Corrections Officer.1738.001105.	1738	C1.5
570	Corrections	Corrections Officer.0367.001105.	367	C1.6
570	Corrections	Corrections Officer.0383.001105.	383	C1.6
570	Corrections	Corrections Officer.0398.001105.	398	C1.6
570	Corrections	Corrections Officer.0405.001105.	405	C1.6
570	Corrections	Corrections Officer.0411.001105.	411	C1.6
570	Corrections	Corrections Officer.0430.001105.	430	C1.6
570	Corrections	Corrections Officer.0435.001105.	435	C1.6
570	Corrections	Corrections Officer.0455.001105.	455	C1.6
570	Corrections	Corrections Officer.0463.001105.	463	C1.6

570	Corrections	Corrections Officer.0490.001105.	490	C1.6
570	Corrections	Corrections Officer.0502.001105.	502	C1.6
570	Corrections	Corrections Officer.0535.001105.	535	C1.6
570	Corrections	Corrections Officer.0425.001105.	425	C1.7
570	Corrections	Corrections Officer.0491.001105.	491	C1.7
570	Corrections	Corrections Officer.0584.001105.	584	C1.7
570	Corrections	Corrections Officer.0366.001105.	366	C1.8
570	Corrections	Corrections Officer.0378.001105.	378	C1.8
570	Corrections	Corrections Officer.0416.001105.	416	C1.8
570	Corrections	Corrections Officer.0452.001105.	452	C1.8
570	Corrections	Corrections Officer.0460.001105.	460	C1.8
570	Corrections	Corrections Officer.0469.001105.	469	C1.8
570	Corrections	Corrections Officer.0525.001105.	525	C1.8
570	Corrections	Corrections Officer.0396.001105.	396	C1.9
570	Corrections	Corrections Officer.0421.001105.	421	C1.9
570	Corrections	Corrections Officer.0515.001105.	515	C1.9
570	Corrections	Commissioned Corr Officer.0538.001105.	538	C2.1
570	Corrections	Commissioned Corr Officer.0549.001105.	549	C2.10
570	Corrections	Commissioned Corr Officer.0546.001105.	546	C2.12
570	Corrections	Commissioned Corr Officer.0558.001105.	558	C2.12
570	Corrections	Commissioned Corr Officer.0539.001105.	539	C2.14
570	Corrections	Commissioned Corr Officer.0552.001105.	552	C2.15
570	Corrections	Commissioned Corr Officer.0540.001105.	540	C2.18
570	Corrections	Commissioned Corr Officer.0544.001105.	544	C2.18
570	Corrections	Commissioned Corr Officer.0555.001105.	555	C2.18
570	Corrections	Commissioned Corr Officer.0556.001105.	556	C2.18
570	Corrections	Commissioned Corr Officer.0562.001105.	562	C2.18
570	Corrections	Commissioned Corr Officer.0564.001105.	564	C2.18
570	Corrections	Commissioned Corr Officer.0550.001105.	550	C2.2
570	Corrections	Commissioned Corr Officer.0342.001105.	342	C2.3
570	Corrections	Commissioned Cor Officer.1872.001105.	1872	C2.3
570	Corrections	Commissioned Corr Officer.0347.001105.	347	C2.4
570	Corrections	Commissioned Corr Officer.0559.001105.	559	C2.4
570	Corrections	Commissioned Cor Officer.1871.001105.	1871	C2.4
570	Corrections	Commissioned Corr Officer.0542.001105.	542	C2.5
570	Corrections	Commissioned Corr Officer.0567.001105.	567	C2.5
570	Corrections	Commissioned Corr Officer.0340.001105.	340	C2.6
570	Corrections	Commissioned Corr Officer.0551.001105.	551	C2.6
570	Corrections	Commissioned Corr Officer.0348.001105.	348	C2.8
570	Corrections	Commissioned Corr Officer.0543.001105.	543	C2.8
570	Corrections	Sergeant CO.0607.001105.	607	C3.11
570	Corrections	Sergeant CO.0612.001105.	612	C3.11
570	Corrections	Sergeant CO.0344.001105.	344	C3.14
570	Corrections	Sergeant CO.0606.001105.	606	C3.14
570	Corrections	Sergeant Bailiff.0618.001105.	618	C3.14
570	Corrections	Sergeant CO.1870.001105.N	1870	C3.14
570	Corrections	Sergeant CO.0605.001105.	605	C3.16

570	Corrections	Sergeant CO.0610.001105.	610	C3.16
570	Corrections	Sergeant CO.0613.001105.	613	C3.16
570	Corrections	Sergeant CO.0614.001105.	614	C3.16
570	Corrections	Sergeant CO.0616.001105.	616	C3.16
570	Corrections	Sergeant CO.0617.001105.	617	C3.16
570	Corrections	Sergeant CO.0619.001105.	619	C3.16
570	Corrections	Sergeant Bailiff.0609.001105.	609	C3.5
570	Corrections	Sergeant CO.0615.001105.	615	C3.5
570	Corrections	Sergeant CO.0620.001105.	620	C3.5
570	Corrections	Sergeant CO.0608.001105.	608	C3.8
570	Corrections	Corrections Medical Officer.0592.001105.	592	C4.1
570	Corrections	Corrections Medical Officer.0598.001105.	598	C4.1
570	Corrections	Corrections Medical Officer.0569.001105.	569	C4.1
570	Corrections	Corrections Medical Officer.1939.001105.	1939	C4.1
570	Corrections	Corrections Medical Officer.0603.001105.	603	C4.12
570	Corrections	Corrections Medical Officer.0599.001105.	599	C4.2
570	Corrections	Corrections Medical Officer.1764.001105.	1764	C4.2
570	Corrections	Corrections Medical Officer.1940.001105.	1940	C4.2
570	Corrections	Corrections Medical Officer.0594.001105.	594	C4.3
570	Corrections	Corrections Medical Officer.0600.001105.	600	C4.3
570	Corrections	Corrections Medical Officer.0602.001105.	602	C4.3
570	Corrections	Corrections Medical Officer.0604.001105.	604	C4.3
570	Corrections	Corrections Medical Officer.0591.001105.	591	C4.4
570	Corrections	Corrections Medical Officer.0596.001105.	596	C4.5
570	Corrections	Corrections Medical Officer.0597.001105.	597	C4.5
570	Corrections	Corrections Medical Officer.0593.001105.	593	C4.6
570	Corrections	Corrections Medical Officer.0595.001105.	595	C4.6
570	Corrections	Corrections Medical Officer.0601.001105.	601	C4.9
570	Corrections	Lieutenant CO.0573.001105.	573	C5.12
570	Corrections	Lieutenant CO.0578.001105.	578	C5.15
570	Corrections	Lieutenant CO.0220.001105.	220	C5.16
570	Corrections	Lieutenant CO.0570.001105.	570	C5.16
570	Corrections	Lieutenant Bailiff.0571.001105.	571	C5.16
570	Corrections	Lieutenant CO.0572.001105.	572	C5.16
570	Corrections	Lieutenant CO.0574.001105.	574	C5.16
570	Corrections	Lieutenant CO.0575.001105.	575	C5.16
570	Corrections	Lieutenant CO.0576.001105.	576	C5.16
570	Corrections	Lieutenant CO.0577.001105.	577	C5.16
570	Corrections	Medical Lieutenant.0579.001105.	579	C6.15
570	Corrections	Commander CO.0352.001105.	352	C7.16
570	Corrections	Commander CO.0353.001105.	353	C7.16
570	Corrections	Commander CO.0354.001105.	354	C7.16
570	Corrections	Bailiff.0351.001105.	351	CA.1
570	Corrections	Bailiff.0563.001105.	563	CA.1
360	Annex Security	Bailiff.0219.001105.	219	CA.10
570	Corrections	Bailiff.1670.001105.	1670	CA.15
360	Annex Security	Bailiff.0218.001105.	218	CA.18

570	Corrections	Bailiff.0341.001105.	341	CA.18
570	Corrections	Bailiff.0343.001105.	343	CA.18
570	Corrections	Bailiff.0547.001105.	547	CA.18
570	Corrections	Bailiff.0346.001105.	346	CA.18
570	Corrections	Bailiff.0349.001105.	349	CA.18
570	Corrections	Bailiff.0339.001105.	339	CA.3
570	Corrections	Bailiff.0350.001105.	350	CA.3
570	Corrections	Bailiff.0561.001105.	561	CA.3
570	Corrections	Bailiff.0345.001105.	345	CA.4
570	Corrections	Bailiff.0568.001105.	568	CA.5
570	Corrections	Bailiff.0557.001105.	557	CA.7
570	Corrections	Medical Sergeant.0580.001105.	580	CB.16
570	Corrections	Medical Sergeant.0582.001105.	582	CB.5
570	Corrections	Medical Sergeant.0581.001105.	581	CB.9
551	Constables 1	Deputy Constable.0269.001105.	269	L1.12
551	Constables 1	Deputy Constable.0271.001105.	271	L1.5
551	Constables 1	Deputy Constable.1813.001105.	1813	L1.6
551	Constables 1	Deputy Constable.0268.001105.	268	L1.8
551	Constables 1	Deputy Constable.0270.001105.	270	L1.8
551	Constables 1	Constable Sergeant.0267.001105.Y	267	L3.8
551	Constables 1	Sergeant Writ Specialist.0272.001105.Y	272	L3.8
551	Constables 1	Constable Lieutenant.0265.001105.Y	265	L4.7
551	Constables 1	Chief Deputy Constable.0264.001105.Y	264	L5.15
552	Constables 2	Deputy Constable.0285.001105.	285	L1.1
552	Constables 2	Deputy Constable.0284.001105.	284	L1.11
552	Constables 2	Deputy Constable.0281.001105.	281	L1.2
552	Constables 2	Deputy Constable.0283.001105.	283	L1.2
552	Constables 2	Deputy Constable.1932.001105.	1932	L1.3
552	Constables 2	Deputy Constable.0280.001105.	280	L1.7
552	Constables 2	Constable Sergeant.0278.001105.Y	278	L3.13
552	Constables 2	Constable Sergeant.0282.001105.Y	282	L3.13
552	Constables 2	Constable Lieutenant.0279.001105.Y	279	L4.17
552	Constables 2	Chief Deputy Constable.0276.001105.Y	276	L5.12
553	Constables 3	Deputy Constable.0294.001105.	294	L1.12
553	Constables 3	Deputy Constable.0295.001105.	295	L1.13
553	Constables 3	Deputy Constable.0296.001105.	296	L1.4
553	Constables 3	Deputy Constable.0299.001105.	299	L1.4
553	Constables 3	Deputy Constable.0297.001105.	297	L1.7
553	Constables 3	Deputy Constable.0298.001105.	298	L1.8
553	Constables 3	Deputy Constable.0293.001105.	293	L1.9
553	Constables 3	Sergeant Writ Specialist.1814.001105.Y	1814	L3.10

553	Constables 3	Constable Sergeant.0291.001105.Y	291	L3.12
553	Constables 3	Constable Sergeant.0292.001105.Y	292	L3.16
553	Constables 3	Chief Deputy Constable.0289.001105.Y	289	L5.12
554	Constables 4	Deputy Constable.0307.001105.	307	L1.13
554	Constables 4	Deputy Constable.0308.001105.	308	L1.14
554	Constables 4	Deputy Constable.0310.001105.	310	L1.18
554	Constables 4	Deputy Constable.0309.001105.	309	L1.6
554	Constables 4	Deputy Constable.0311.001105.	311	L1.9
554	Constables 4	Sergeant Writ Specialist.1730.001105.Y	1730	L3.15
554	Constables 4	Constable Sergeant.0306.001105.Y	306	L3.9
554	Constables 4	Constable Lieutenant.0304.001105.Y	304	L4.15
554	Constables 4	Chief Deputy Constable.0303.001105.Y	303	L5.16
576	Juvenile Services	Ct Peace Ofcr.1260.001105.	1260	L1.18
475	County Attorney	CA Sgt Investigator.0051.001105.	51	L3.10
475	County Attorney	CA Sgt Investigator.0052.001105.	52	L3.14
475	County Attorney	CA Sgt Investigator.0048.001105.	48	L3.2
475	County Attorney	CA Sgt Investigator.1801.001105.	1801	L3.7
475	County Attorney	CA Dep Chief Investigator.0049.001105.	49	L4.13
440	District Attorney	DA Sgt Investigator.0056.001105.	56	L3.10
440	District Attorney	DA Sgt Investigator.1714.001105.	1714	L3.10
440	District Attorney	DA Sgt Investigator.0058.001105.	58	L3.11
440	District Attorney	DA Sgt Investigator.0057.001105.	57	L3.18
440	District Attorney	DA Sgt Investigator.1906.001105.	1906	L3.4
440	District Attorney	DA Dep Chief Investigator.0059.001105.Y	59	L4.18
560	Sheriff's Office	Deputy Sheriff.1277.001105.	1277	L1.1
560	Sheriff's Office	Deputy Sheriff.1866.001105.	1866	L1.1
560	Sheriff's Office	Deputy Sheriff.1266.001105.	1266	L1.1
560	Sheriff's Office	Deputy Sheriff.1350.001105.	1350	L1.1
560	Sheriff's Office	Deputy Sheriff.1289.001105.	1289	L1.10
560	Sheriff's Office	Deputy Sheriff.1305.001105.	1305	L1.10
560	Sheriff's Office	Deputy Sheriff.1322.001105.	1322	L1.10
560	Sheriff's Office	Deputy Sheriff.1263.001105.	1263	L1.11
560	Sheriff's Office	Deputy Sheriff.1300.001105.	1300	L1.11
560	Sheriff's Office	Deputy Sheriff.1303.001105.	1303	L1.11
560	Sheriff's Office	Deputy Sheriff.1306.001105.	1306	L1.11
560	Sheriff's Office	Deputy Sheriff.1314.001105.	1314	L1.11
560	Sheriff's Office	Deputy Sheriff.1331.001105.	1331	L1.11
560	Sheriff's Office	Deputy Sheriff.1338.001105.	1338	L1.11

560	Sheriff's Office	Deputy Sheriff.1343.001105.	1343	L1.11
560	Sheriff's Office	Deputy Sheriff.1256.001105.	1256	L1.12
560	Sheriff's Office	Deputy Sheriff.1344.001105.	1344	L1.12
560	Sheriff's Office	Deputy Sheriff.1278.001105.	1278	L1.13
560	Sheriff's Office	Deputy Sheriff.1288.001105.	1288	L1.13
560	Sheriff's Office	Deputy Sheriff.1323.001105.	1323	L1.14
560	Sheriff's Office	Deputy Sheriff.1299.001105.	1299	L1.15
560	Sheriff's Office	Deputy Sheriff.1328.001105.	1328	L1.16
560	Sheriff's Office	Deputy Sheriff.1257.001105.	1257	L1.18
560	Sheriff's Office	Deputy Sheriff.1261.001105.	1261	L1.18
560	Sheriff's Office	Deputy Sheriff.1296.001105.	1296	L1.18
560	Sheriff's Office	Deputy Sheriff.1311.001105.	1311	L1.18
560	Sheriff's Office	Deputy Sheriff.1313.001105.	1313	L1.18
560	Sheriff's Office	Deputy Sheriff.1327.001105.	1327	L1.18
560	Sheriff's Office	Deputy Sheriff.1333.001105.	1333	L1.18
560	Sheriff's Office	Deputy Sheriff.1763.001105.	1763	L1.18
560	Sheriff's Office	Deputy Sheriff.1862.001105.	1862	L1.18
560	Sheriff's Office	Deputy Sheriff.1254.001105.	1254	L1.2
560	Sheriff's Office	Deputy Sheriff.1292.001105.	1292	L1.2
560	Sheriff's Office	Deputy Sheriff.1295.001105.	1295	L1.2
560	Sheriff's Office	Deputy Sheriff.1321.001105.	1321	L1.2
560	Sheriff's Office	Deputy Sheriff.1061.001105.	1061	L1.3
560	Sheriff's Office	Deputy Sheriff.1273.001105.	1273	L1.3
560	Sheriff's Office	Deputy Sheriff.1276.001105.	1276	L1.3
560	Sheriff's Office	Deputy Sheriff.1280.001105.	1280	L1.3
560	Sheriff's Office	Deputy Sheriff.1308.001105.	1308	L1.3
560	Sheriff's Office	Deputy Sheriff.1326.001105.	1326	L1.3
560	Sheriff's Office	Deputy Sheriff.1332.001105.	1332	L1.3
560	Sheriff's Office	Deputy Sheriff.1337.001105.	1337	L1.3
560	Sheriff's Office	Deputy Sheriff.1339.001105.	1339	L1.3
560	Sheriff's Office	Deputy Sheriff.1865.001105.	1865	L1.3
560	Sheriff's Office	Deputy Sheriff.1250.001105.	1250	L1.4
560	Sheriff's Office	Deputy Sheriff.1252.001105.	1252	L1.4
560	Sheriff's Office	Deputy Sheriff.1264.001105.	1264	L1.4
560	Sheriff's Office	Deputy Sheriff.1268.001105.	1268	L1.4
560	Sheriff's Office	Deputy Sheriff.1269.001105.	1269	L1.4
560	Sheriff's Office	Deputy Sheriff.1275.001105.	1275	L1.4
560	Sheriff's Office	Deputy Sheriff.1284.001105.	1284	L1.4
560	Sheriff's Office	Deputy Sheriff.1291.001105.	1291	L1.4
560	Sheriff's Office	Deputy Sheriff.1293.001105.	1293	L1.4
560	Sheriff's Office	Deputy Sheriff.1298.001105.	1298	L1.4
560	Sheriff's Office	Deputy Sheriff.1312.001105.	1312	L1.4
560	Sheriff's Office	Deputy Sheriff.1317.001105.	1317	L1.4
560	Sheriff's Office	Deputy Sheriff.1342.001105.	1342	L1.4
560	Sheriff's Office	Deputy Sheriff.1680.001105.	1680	L1.4
560	Sheriff's Office	Deputy Sheriff.1869.001105.	1869	L1.4
560	Sheriff's Office	Deputy Sheriff.1282.001105.	1282	L1.5

560	Sheriff's Office	Deputy Sheriff.1283.001105.	1283	L1.5
560	Sheriff's Office	Deputy Sheriff.1318.001105.	1318	L1.5
560	Sheriff's Office	Deputy Sheriff.1319.001105.	1319	L1.5
560	Sheriff's Office	Deputy Sheriff.1334.001105.	1334	L1.5
560	Sheriff's Office	Deputy Sheriff.1340.001105.	1340	L1.5
560	Sheriff's Office	Deputy Sheriff.1341.001105.	1341	L1.5
560	Sheriff's Office	Deputy Sheriff.1863.001105.	1863	L1.5
560	Sheriff's Office	Deputy Sheriff.1864.001105.	1864	L1.5
560	Sheriff's Office	Deputy Sheriff.1868.001105.	1868	L1.5
560	Sheriff's Office	Deputy Sheriff.1271.001105.	1271	L1.6
560	Sheriff's Office	Deputy Sheriff.1272.001105.	1272	L1.6
560	Sheriff's Office	Deputy Sheriff.1281.001105.	1281	L1.6
560	Sheriff's Office	Deputy Sheriff.1297.001105.	1297	L1.6
560	Sheriff's Office	Deputy Sheriff.1301.001105.	1301	L1.6
560	Sheriff's Office	Deputy Sheriff.1304.001105.	1304	L1.6
560	Sheriff's Office	Deputy Sheriff.1316.001105.	1316	L1.6
560	Sheriff's Office	Deputy Sheriff.1336.001105.	1336	L1.6
560	Sheriff's Office	Deputy Sheriff.1348.001105.	1348	L1.6
560	Sheriff's Office	Deputy Sheriff.1734.001105.	1734	L1.6
560	Sheriff's Office	Deputy Sheriff.1315.001105.	1315	L1.6
560	Sheriff's Office	Deputy Sheriff.1267.001105.	1267	L1.7
560	Sheriff's Office	Deputy Sheriff.1270.001105.	1270	L1.7
560	Sheriff's Office	Deputy Sheriff.1274.001105.	1274	L1.7
560	Sheriff's Office	Deputy Sheriff.1286.001105.	1286	L1.7
560	Sheriff's Office	Deputy Sheriff.1309.001105.	1309	L1.7
560	Sheriff's Office	Deputy Sheriff.1324.001105.	1324	L1.7
560	Sheriff's Office	Deputy Sheriff.1329.001105.	1329	L1.7
560	Sheriff's Office	Deputy Sheriff.0097.001105.	97	L1.8
560	Sheriff's Office	Deputy Sheriff.1253.001105.	1253	L1.8
560	Sheriff's Office	Deputy Sheriff.0611.001105.	611	L1.9
560	Sheriff's Office	Deputy Sheriff.1255.001105.	1255	L1.9
560	Sheriff's Office	Deputy Sheriff.1287.001105.	1287	L1.9
560	Sheriff's Office	Deputy Sheriff.1290.001105.	1290	L1.9
560	Sheriff's Office	Deputy Sheriff.1310.001105.	1310	L1.9
560	Sheriff's Office	Deputy Sheriff.1320.001105.	1320	L1.9
560	Sheriff's Office	Deputy Sheriff.1335.001105.	1335	L1.9
560	Sheriff's Office	Deputy Sheriff.1867.001105.	1867	L1.9
560	Sheriff's Office	Detective.1354.001105.	1354	L2.10
560	Sheriff's Office	Detective.1366.001105.	1366	L2.12
560	Sheriff's Office	Detective.1732.001105.	1732	L2.12
560	Sheriff's Office	Detective.1330.001105.	1330	L2.13
560	Sheriff's Office	Detective.1353.001105.	1353	L2.13
560	Sheriff's Office	Detective.1363.001105.	1363	L2.13
560	Sheriff's Office	Detective.1370.001105.	1370	L2.14
560	Sheriff's Office	Detective.1934.001105.	1934	L2.14
560	Sheriff's Office	Detective.0085.001105.	85	L2.15
560	Sheriff's Office	Detective.1358.001105.	1358	L2.15

560	Sheriff's Office	Detective.1369.001105.	1369	L2.15
560	Sheriff's Office	Detective.1361.001105.	1361	L2.16
560	Sheriff's Office	Detective.1355.001105.	1355	L2.18
560	Sheriff's Office	Detective.1357.001105.	1357	L2.18
560	Sheriff's Office	Detective.1365.001105.	1365	L2.18
560	Sheriff's Office	Detective.1367.001105.	1367	L2.18
560	Sheriff's Office	Detective.1368.001105.	1368	L2.18
560	Sheriff's Office	Detective.1359.001105.	1359	L2.2
560	Sheriff's Office	Detective.1364.001105.	1364	L2.2
560	Sheriff's Office	Detective.1374.001105.	1374	L2.4
560	Sheriff's Office	Detective.1265.001105.	1265	L2.6
560	Sheriff's Office	Detective.1360.001105.	1360	L2.6
560	Sheriff's Office	Detective.1371.001105.	1371	L2.6
560	Sheriff's Office	Detective.1356.001105.	1356	L2.7
560	Sheriff's Office	Detective.1733.001105.	1733	L2.7
560	Sheriff's Office	Detective.1816.001105.	1816	L2.7
560	Sheriff's Office	Detective.1933.001105.	1933	L2.7
560	Sheriff's Office	Detective.1362.001105.	1362	L2.8
560	Sheriff's Office	Detective.1815.001105.	1815	L2.8
560	Sheriff's Office	Detective.1372.001105.	1372	L2.9
560	Sheriff's Office	Detective.1375.001105.	1375	L2.9
560	Sheriff's Office	Detective.1678.001105.	1678	L2.9
560	Sheriff's Office	Sergeant SO.1259.001105.	1259	L3.10
560	Sheriff's Office	Sergeant SO.1294.001105.	1294	L3.10
560	Sheriff's Office	Sergeant SO.1401.001105.	1401	L3.10
560	Sheriff's Office	Sergeant SO.1405.001105.	1405	L3.10
560	Sheriff's Office	Sergeant SO.1409.001105.	1409	L3.10
560	Sheriff's Office	Sergeant SO.1404.001105.	1404	L3.12
560	Sheriff's Office	Sergeant SO.1414.001105.	1414	L3.12
560	Sheriff's Office	Sergeant SO.1636.001105.	1636	L3.12
560	Sheriff's Office	Sergeant SO.1399.001105.	1399	L3.13
560	Sheriff's Office	Sergeant SO.1407.001105.	1407	L3.14
560	Sheriff's Office	Sergeant SO.1406.001105.	1406	L3.15
560	Sheriff's Office	Sergeant SO.1416.001105.	1416	L3.17
560	Sheriff's Office	Sergeant SO.1279.001105.	1279	L3.18
560	Sheriff's Office	Sergeant SO.1352.001105.	1352	L3.18
560	Sheriff's Office	Sergeant SO.1408.001105.	1408	L3.18
560	Sheriff's Office	Sergeant SO.1410.001105.	1410	L3.18
560	Sheriff's Office	Sergeant SO.1411.001105.	1411	L3.18
560	Sheriff's Office	Sergeant SO.1412.001105.	1412	L3.18
560	Sheriff's Office	Sergeant SO.1413.001105.	1413	L3.18
560	Sheriff's Office	Sergeant SO.1415.001105.	1415	L3.18
560	Sheriff's Office	Sergeant SO.1684.001105.	1684	L3.18
560	Sheriff's Office	Sergeant SO.1402.001105.	1402	L3.2
560	Sheriff's Office	Sergeant SO.1285.001105.Y	1285	L3.5
560	Sheriff's Office	Sergeant SO.1325.001105.	1325	L3.7
560	Sheriff's Office	Sergeant SO.1373.001105.	1373	L3.9

560	Sheriff's Office	Lieutenant SO.1386.001105.	1386	L4.12
560	Sheriff's Office	Lieutenant SO.1400.001105.	1400	L4.12
560	Sheriff's Office	Lieutenant SO.1258.001105.	1258	L4.13
560	Sheriff's Office	Lieutenant SO.1381.001105.	1381	L4.13
560	Sheriff's Office	Lieutenant SO.1383.001105.	1383	L4.14
560	Sheriff's Office	Lieutenant SO.1380.001105.	1380	L4.17
560	Sheriff's Office	Lieutenant SO.1379.001105.	1379	L4.18
560	Sheriff's Office	Lieutenant SO.1382.001105.	1382	L4.18
560	Sheriff's Office	Lieutenant SO.1384.001105.	1384	L4.18
560	Sheriff's Office	Lieutenant SO.1385.001105.	1385	L4.18
560	Sheriff's Office	Lieutenant SO.1635.001105.	1635	L4.18
560	Sheriff's Office	Lieutenant SO.1251.001105.	1251	L4.7
560	Sheriff's Office	Commander SO.1243.001105.	1243	L5.18
560	Sheriff's Office	Commander SO.1244.001105.	1244	L5.18
560	Sheriff's Office	Commander SO.1245.001105.	1245	L5.18

Salary	Budget	Current Grade Salary	Proposed Salary	Increase from salary
$0.00	$38,282.86	$34,767.80	$40,925.53	$6,157.73
$0.00	$42,787.91	$34,767.80	$40,925.53	$6,157.73
$0.00	$42,787.91	$34,767.80	$40,925.53	$6,157.73
$0.00	$38,282.86	$34,767.80	$40,925.53	$6,157.73
$0.00	$38,282.86	$34,767.80	$40,925.53	$6,157.73
$0.00	$37,440.46	$34,767.80	$40,925.53	$6,157.73
$0.00	$38,282.86	$34,767.80	$40,925.53	$6,157.73
$0.00	$38,282.86	$34,767.80	$40,925.53	$6,157.73
$0.00	$37,440.46	$34,767.80	$40,925.53	$6,157.73
$0.00	$52,274.62	$34,767.80	$40,925.53	$6,157.73
$0.00	$52,274.62	$34,767.80	$40,925.53	$6,157.73
$0.00	$40,925.54	$34,767.80	$40,925.53	$6,157.73
$0.00	$41,846.36	$34,767.80	$40,925.53	$6,157.73
$0.00	$39,144.23	$34,767.80	$40,925.53	$6,157.73
$0.00	$39,144.23	$34,767.80	$40,925.53	$6,157.73
$0.00	$52,274.62	$34,767.80	$40,925.53	$6,157.73
$0.00	$38,282.86	$34,767.80	$40,925.53	$6,157.73
$0.00	$52,274.62	$34,767.80	$40,925.53	$6,157.73
$0.00	$47,823.09	$34,767.80	$40,925.53	$6,157.73
$0.00	$39,144.23	$34,767.80	$40,925.53	$6,157.73
$0.00	$46,770.76	$34,767.80	$40,925.53	$6,157.73
$0.00	$52,274.62	$34,767.80	$40,925.53	$6,157.73
$0.00	$37,440.46	$34,767.80	$40,925.53	$6,157.73
$0.00	$38,282.86	$34,767.80	$40,925.53	$6,157.73
$0.00	$40,024.96	$34,767.80	$40,925.53	$6,157.73
$0.00	$41,846.36	$34,767.80	$40,925.53	$6,157.73
$0.00	$42,787.91	$34,767.80	$40,925.53	$6,157.73
$0.00	$38,282.86	$34,767.80	$40,925.53	$6,157.73
$0.00	$38,282.86	$34,767.80	$40,925.53	$6,157.73
$0.00	$42,787.91	$34,767.80	$40,925.53	$6,157.73
$0.00	$37,440.46	$34,767.80	$40,925.53	$6,157.73
$0.00	$37,440.46	$34,767.80	$40,925.53	$6,157.73
$0.00	$40,925.54	$34,767.80	$40,925.53	$6,157.73
$0.00	$41,846.36	$34,767.80	$40,925.53	$6,157.73
$0.00	$39,144.23	$34,767.80	$40,925.53	$6,157.73
$0.00	$40,024.96	$34,767.80	$40,925.53	$6,157.73
$0.00	$37,440.46	$34,767.80	$40,925.53	$6,157.73
$0.00	$37,440.46	$34,767.80	$40,925.53	$6,157.73
$0.00	$37,440.46	$34,767.80	$40,925.53	$6,157.73
$0.00	$37,440.46	$34,767.80	$40,925.53	$6,157.73
$0.00	$38,282.86	$34,767.80	$40,925.53	$6,157.73
$0.00	$37,440.46	$34,767.80	$40,925.53	$6,157.73
$0.00	$39,144.23	$34,767.80	$40,925.53	$6,157.73
$0.00	$39,144.23	$34,767.80	$40,925.53	$6,157.73

$0.00	$38,282.86	$34,767.80	$40,925.53	$6,157.73
$0.00	$37,440.46	$34,767.80	$40,925.53	$6,157.73
$34,767.80	$37,440.46	$34,767.80	$40,925.53	$6,157.73
$34,767.80	$37,440.46	$34,767.80	$40,925.53	$6,157.73
$34,767.80	$49,999.33	$34,767.80	$40,925.53	$6,157.73
$34,767.80	$37,440.46	$34,767.80	$40,925.53	$6,157.73
$34,767.80	$39,144.23	$34,767.80	$40,925.53	$6,157.73
$43,750.63	$43,750.64	$43,750.63	$54,943.28	$11,192.65
$43,750.63	$43,750.54	$43,750.63	$54,943.28	$11,192.65
$43,750.63	$43,750.64	$43,750.63	$54,943.28	$11,192.65
$43,750.63	$43,750.64	$43,750.63	$54,943.28	$11,192.65
$44,735.02	$44,735.02	$44,735.02	$55,492.71	$10,757.69
$44,735.02	$44,735.02	$44,735.02	$55,492.71	$10,757.69
$44,735.02	$44,735.02	$44,735.02	$55,492.71	$10,757.69
$44,735.02	$44,735.02	$44,735.02	$55,492.71	$10,757.69
$44,735.02	$44,735.02	$44,735.02	$55,492.71	$10,757.69
$45,741.56	$45,741.55	$45,741.56	$56,047.64	$10,306.08
$45,741.56	$45,741.55	$45,741.56	$56,047.64	$10,306.08
$45,741.56	$45,741.55	$45,741.56	$56,047.64	$10,306.08
$45,741.56	$45,741.55	$45,741.56	$56,047.64	$10,306.08
$45,741.56	$45,741.55	$45,741.56	$56,047.64	$10,306.08
$45,741.56	$45,741.55	$45,741.56	$56,047.64	$10,306.08
$45,741.56	$45,741.55	$45,741.56	$56,047.64	$10,306.08
$45,741.56	$45,741.55	$45,741.56	$56,047.64	$10,306.08
$45,741.56	$45,741.55	$45,741.56	$56,047.64	$10,306.08
$46,770.75	$46,770.76	$46,770.75	$56,608.11	$9,837.36
$46,770.75	$46,770.76	$46,770.75	$56,608.11	$9,837.36
$46,770.75	$46,770.76	$46,770.75	$56,608.11	$9,837.36
$47,823.09	$47,823.09	$47,823.09	$57,174.19	$9,351.10
$47,823.09	$47,823.09	$47,823.09	$57,174.19	$9,351.10
$47,823.09	$47,823.09	$47,823.09	$57,174.19	$9,351.10
$47,823.09	$47,823.09	$47,823.09	$57,174.19	$9,351.10
$47,823.09	$47,823.09	$47,823.09	$57,174.19	$9,351.10
$47,823.09	$47,823.09	$47,823.09	$57,174.19	$9,351.10
$48,899.11	$48,899.12	$48,899.11	$57,745.94	$8,846.83
$48,899.11	$48,899.12	$48,899.11	$57,745.94	$8,846.83
$48,899.11	$48,899.12	$48,899.11	$57,745.94	$8,846.83
$49,999.34	$49,999.33	$49,999.34	$58,323.40	$8,324.06
$49,999.34	$49,999.33	$49,999.34	$58,323.40	$8,324.06
$52,274.62	$52,274.62	$52,274.62	$59,495.70	$7,221.08
$52,274.62	$52,274.62	$52,274.62	$59,495.70	$7,221.08
$52,274.62	$52,274.62	$52,274.62	$59,495.70	$7,221.08
$52,274.62	$52,274.62	$52,274.62	$59,495.70	$7,221.08
$52,274.62	$52,274.62	$52,274.62	$59,495.70	$7,221.08
$52,274.62	$52,274.62	$52,274.62	$59,495.70	$7,221.08
$52,274.62	$52,274.62	$52,274.62	$59,495.70	$7,221.08
$52,274.62	$52,274.62	$52,274.62	$59,495.70	$7,221.08

$52,274.62	$52,274.62	$52,274.62	$59,495.70	$7,221.08
$52,274.62	$52,274.62	$52,274.62	$59,495.70	$7,221.08
$36,616.58	$37,440.46	$36,616.58	$42,971.81	$6,355.23
$36,616.58	$45,741.55	$36,616.58	$42,971.81	$6,355.23
$36,616.58	$36,626.82	$36,616.58	$42,971.81	$6,355.23
$36,616.58	$37,440.46	$36,616.58	$42,971.81	$6,355.23
$36,616.58	$38,282.86	$36,616.58	$42,971.81	$6,355.23
$36,616.58	$38,282.86	$36,616.58	$42,971.81	$6,355.23
$36,616.58	$37,440.46	$36,616.58	$42,971.81	$6,355.23
$36,616.58	$40,024.96	$36,616.58	$42,971.81	$6,355.23
$36,616.58	$37,440.46	$36,616.58	$42,971.81	$6,355.23
$36,616.58	$45,741.55	$36,616.58	$42,971.81	$6,355.23
$36,616.58	$39,144.23	$36,616.58	$42,971.81	$6,355.23
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$39,144.23	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$38,282.86	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$37,440.45	$37,440.46	$37,440.45	$45,120.40	$7,679.95
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$44,735.02	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$39,144.23	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34

$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$39,144.23	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$38,282.87	$38,282.86	$38,282.87	$46,925.21	$8,642.34
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$39,144.23	$39,144.23	$39,144.23	$48,802.22	$9,657.99
$40,024.97	$40,024.96	$40,024.97	$50,266.29	$10,241.32
$40,024.97	$40,024.96	$40,024.97	$50,266.29	$10,241.32
$40,024.97	$40,024.96	$40,024.97	$50,266.29	$10,241.32
$40,024.97	$40,024.96	$40,024.97	$50,266.29	$10,241.32
$40,024.97	$40,024.96	$40,024.97	$50,266.29	$10,241.32
$40,024.97	$40,024.96	$40,024.97	$50,266.29	$10,241.32
$40,024.97	$40,024.96	$40,024.97	$50,266.29	$10,241.32
$40,024.97	$40,024.96	$40,024.97	$50,266.29	$10,241.32

$40,024.97	$40,024.96	$40,024.97	$50,266.29	$10,241.32
$40,024.97	$40,024.96	$40,024.97	$50,266.29	$10,241.32
$40,024.97	$40,024.96	$40,024.97	$50,266.29	$10,241.32
$40,925.53	$40,925.54	$40,925.53	$51,774.28	$10,848.75
$40,925.53	$40,925.54	$40,925.53	$51,774.28	$10,848.75
$40,925.53	$40,925.54	$40,925.53	$51,774.28	$10,848.75
$41,846.36	$41,846.36	$41,846.36	$52,809.76	$10,963.40
$41,846.36	$41,846.36	$41,846.36	$52,809.76	$10,963.40
$41,846.36	$34,932.26	$41,846.36	$52,809.76	$10,963.40
$41,846.36	$41,846.36	$41,846.36	$52,809.76	$10,963.40
$41,846.36	$41,846.36	$41,846.36	$52,809.76	$10,963.40
$41,846.36	$41,846.36	$41,846.36	$52,809.76	$10,963.40
$41,846.36	$41,846.36	$41,846.36	$52,809.76	$10,963.40
$42,787.90	$42,787.91	$42,787.90	$53,865.96	$11,078.06
$42,787.90	$42,787.91	$42,787.90	$53,865.96	$11,078.06
$42,787.90	$42,787.91	$42,787.90	$53,865.96	$11,078.06
$0.00	$55,509.98	$43,686.81	$50,782.92	$7,096.11
$54,288.47	$54,288.48	$54,288.47	$68,177.00	$13,888.53
$56,758.94	$56,758.94	$56,758.94	$69,547.36	$12,788.42
$56,758.94	$56,758.94	$56,758.94	$69,547.36	$12,788.42
$59,341.83	$59,341.84	$59,341.83	$70,945.26	$11,603.43
$60,677.02	$60,677.03	$60,677.02	$71,654.72	$10,977.70
$64,865.56	$64,865.57	$64,865.56	$73,825.93	$8,960.37
$64,865.56	$64,865.57	$64,865.56	$73,825.93	$8,960.37
$64,865.56	$64,865.57	$64,865.56	$73,825.93	$8,960.37
$64,865.56	$64,865.57	$64,865.56	$73,825.93	$8,960.37
$64,865.56	$64,865.57	$64,865.56	$73,825.93	$8,960.37
$64,865.56	$64,865.57	$64,865.56	$73,825.93	$8,960.37
$45,436.10	$64,865.57	$45,436.10	$53,322.07	$7,885.97
$46,458.41	$55,509.98	$46,458.41	$55,988.17	$9,529.76
$46,458.41	$48,572.56	$46,458.41	$55,988.17	$9,529.76
$47,503.73	$47,503.73	$47,503.73	$58,227.70	$10,723.97
$47,503.73	$47,503.73	$47,503.73	$58,227.70	$10,723.97
$47,503.73	$47,503.73	$47,503.73	$58,227.70	$10,723.97
$48,572.56	$48,572.56	$48,572.56	$60,556.80	$11,984.24
$48,572.56	$48,572.56	$48,572.56	$60,556.80	$11,984.24
$49,665.45	$59,341.84	$49,665.45	$62,373.51	$12,708.06
$49,665.45	$49,665.45	$49,665.45	$62,373.51	$12,708.06
$51,925.54	$64,865.57	$51,925.54	$65,529.61	$13,604.07
$51,925.54	$51,925.54	$51,925.54	$65,529.61	$13,604.07
$66,744.22	$75,699.27	$66,744.22	$81,220.62	$14,476.40
$66,744.22	$66,744.23	$66,744.22	$81,220.62	$14,476.40
$72,051.63	$72,051.64	$72,051.63	$83,681.69	$11,630.06
$72,051.63	$72,051.64	$72,051.63	$83,681.69	$11,630.06
$72,051.63	$75,699.27	$72,051.63	$83,681.69	$11,630.06
$72,051.63	$72,051.64	$72,051.63	$83,681.69	$11,630.06
$75,699.27	$75,699.27	$75,699.27	$85,363.69	$9,664.42

$75,699.27	$75,699.27	$75,699.27	$85,363.69	$9,664.42
$75,699.27	$75,699.27	$75,699.27	$85,363.69	$9,664.42
$75,699.27	$75,699.27	$75,699.27	$85,363.69	$9,664.42
$75,699.27	$75,699.27	$75,699.27	$85,363.69	$9,664.42
$75,699.27	$75,699.27	$75,699.27	$85,363.69	$9,664.42
$75,699.27	$75,699.27	$75,699.27	$85,363.69	$9,664.42
$59,267.11	$66,744.23	$59,267.11	$71,428.24	$12,161.13
$59,267.11	$65,435.49	$59,267.11	$71,428.24	$12,161.13
$59,267.11	$70,294.14	$59,267.11	$71,428.24	$12,161.13
$62,894.69	$62,894.69	$62,894.69	$77,293.79	$14,399.10
$0.00	$53,357.18	$39,954.77	$45,661.34	$5,706.57
$0.00	$44,656.50	$39,954.77	$45,661.34	$5,706.57
$39,954.77	$42,712.84	$39,954.77	$45,661.34	$5,706.57
$39,954.77	$41,772.97	$39,954.77	$45,661.34	$5,706.57
$51,034.82	$51,034.82	$51,034.82	$62,533.34	$11,498.52
$40,853.79	$42,712.84	$40,853.79	$47,944.41	$7,090.62
$40,853.79	$43,673.93	$40,853.79	$47,944.41	$7,090.62
$40,853.79	$40,853.80	$40,853.79	$47,944.41	$7,090.62
$41,772.98	$41,772.97	$41,772.98	$50,341.63	$8,568.65
$41,772.98	$41,772.97	$41,772.98	$50,341.63	$8,568.65
$41,772.98	$41,772.97	$41,772.98	$50,341.63	$8,568.65
$41,772.98	$41,772.97	$41,772.98	$50,341.63	$8,568.65
$42,712.85	$42,712.84	$42,712.85	$52,355.29	$9,642.44
$43,673.93	$43,673.93	$43,673.93	$54,449.50	$10,775.57
$43,673.93	$43,673.93	$43,673.93	$54,449.50	$10,775.57
$44,656.50	$44,656.50	$44,656.50	$56,082.99	$11,426.49
$44,656.50	$44,656.50	$44,656.50	$56,082.99	$11,426.49
$47,739.18	$47,739.18	$47,739.18	$60,099.20	$12,360.02
$78,028.60	$78,028.57	$78,028.60	$90,092.90	$12,064.30
$82,804.54	$84,460.65	$82,804.54	$92,822.81	$10,018.27
$84,460.74	$84,460.65	$84,460.74	$93,751.03	$9,290.29
$84,460.74	$84,460.65	$84,460.74	$93,751.03	$9,290.29
$84,460.74	$84,460.65	$84,460.74	$93,751.03	$9,290.29
$84,460.74	$84,460.65	$84,460.74	$93,751.03	$9,290.29
$84,460.74	$84,460.65	$84,460.74	$93,751.03	$9,290.29
$84,460.74	$84,460.65	$84,460.74	$93,751.03	$9,290.29
$84,460.74	$84,460.65	$84,460.74	$93,751.03	$9,290.29
$84,460.74	$84,460.65	$84,460.74	$93,751.03	$9,290.29
$87,008.74	$87,008.69	$87,008.74	$94,568.27	$7,559.53
$98,977.84	$98,977.80	$98,977.84	$106,752.25	$7,774.41
$98,977.84	$98,977.80	$98,977.84	$106,752.25	$7,774.41
$98,977.84	$98,977.80	$98,977.84	$106,752.25	$7,774.41
$0.00	$52,638.16	$47,676.00	$50,782.92	$3,106.92
$0.00	$49,602.11	$47,676.00	$50,782.92	$3,106.92
$56,977.23	$56,977.23	$56,977.23	$68,177.00	$11,199.77
$62,907.47	$62,907.47	$62,907.47	$71,654.72	$8,747.25
$66,757.91	$66,757.91	$66,757.91	$73,825.93	$7,068.02

$66,757.91	$66,757.91	$66,757.91	$73,825.93	$7,068.02
$66,757.91	$66,757.91	$66,757.91	$73,825.93	$7,068.02
$66,757.91	$66,757.91	$66,757.91	$73,825.93	$7,068.02
$66,757.91	$66,757.91	$66,757.91	$73,825.93	$7,068.01
$66,757.91	$66,757.91	$66,757.91	$73,825.93	$7,068.01
$49,602.11	$49,602.11	$49,602.11	$55,988.17	$6,386.06
$49,602.11	$49,602.11	$49,602.11	$55,988.17	$6,386.06
$49,602.11	$49,602.11	$49,602.11	$55,988.17	$6,386.06
$50,594.15	$50,594.15	$50,594.15	$58,227.70	$7,633.54
$51,606.04	$51,606.04	$51,606.04	$60,556.80	$8,950.77
$53,690.92	$53,690.92	$53,690.92	$64,244.71	$10,553.79
$77,387.48	$77,387.48	$77,387.48	$89,645.41	$12,257.93
$62,239.84	$62,239.84	$62,239.84	$75,010.98	$12,771.14
$67,370.38	$67,370.39	$67,370.38	$82,794.15	$15,423.77
				$2,559,675.64
$66,297.44	$66,297.36	$66,297.44	$80,380.95	$14,083.51
$57,715.91	$57,715.74	$57,715.91	$69,989.91	$12,274.00
$58,870.23	$58,870.16	$58,870.23	$72,089.61	$13,219.38
$61,248.59	$61,248.47	$61,248.59	$75,737.34	$14,488.75
$61,248.59	$61,248.47	$61,248.59	$75,737.34	$14,488.75
$70,116.90	$70,116.76	$70,116.90	$84,020.20	$13,903.30
$70,116.90	$70,116.76	$70,116.90	$84,020.20	$13,903.30
$75,364.12	$79,976.89	$75,364.12	$86,760.91	$11,396.79
$103,017.98	$103,017.95	$103,017.98	$112,682.91	$9,664.93
				$117,422.72
$0.00	$62,473.42	$53,320.58	$58,693.52	$5,372.94
$64,997.49	$64,997.34	$64,997.49	$79,585.10	$14,587.61
$54,387.00	$60,047.64	$54,387.00	$61,628.20	$7,241.20
$54,387.00	$62,473.42	$54,387.00	$61,628.20	$7,241.20
$55,474.74	$56,584.13	$55,474.74	$64,709.61	$9,234.87
$60,047.64	$61,248.47	$60,047.64	$74,252.30	$14,204.66
$77,414.71	$77,414.54	$77,414.71	$90,063.37	$12,648.66
$77,414.71	$77,414.54	$77,414.71	$90,063.37	$12,648.66
$91,868.66	$91,868.46	$91,868.66	$98,712.97	$6,844.31
$97,076.20	$97,076.16	$97,076.20	$109,368.92	$12,292.72
				$102,316.82
$66,297.44	$66,297.36	$66,297.44	$80,380.95	$14,083.51
$67,623.39	$67,623.36	$67,623.39	$81,184.76	$13,561.37
$56,584.23	$60,047.64	$56,584.23	$67,297.99	$10,713.76
$56,584.23	$61,248.47	$56,584.23	$67,297.99	$10,713.76
$60,047.64	$60,047.64	$60,047.64	$74,252.30	$14,204.66
$61,248.59	$62,473.42	$61,248.59	$75,737.34	$14,488.75
$62,473.56	$62,473.42	$62,473.56	$77,252.09	$14,778.53
$72,949.62	$72,949.64	$72,949.62	$87,414.62	$14,465.00

$75,896.78	$82,152.87	$75,896.78	$89,171.65	$13,274.87
$82,153.11	$82,152.87	$82,153.11	$92,792.38	$10,639.27
$97,076.20	$97,076.16	$97,076.20	$109,368.92	$12,292.72
				$143,216.20
$67,623.39	$67,623.36	$67,623.39	$81,184.76	$13,561.37
$68,975.86	$68,975.88	$68,975.86	$81,996.61	$13,020.75
$74,661.69	$74,661.50	$74,661.69	$85,326.00	$10,664.31
$58,870.23	$58,870.16	$58,870.23	$72,089.61	$13,219.38
$62,473.56	$62,473.42	$62,473.56	$77,252.09	$14,778.53
$80,542.27	$80,542.03	$80,542.27	$91,873.64	$11,331.37
$71,519.23	$71,519.14	$71,519.23	$85,700.61	$14,181.38
$88,301.20	$88,300.99	$88,301.20	$96,767.94	$8,466.74
$105,078.48	$105,078.54	$105,078.48	$113,809.74	$8,731.26
				$107,955.08
$74,661.69	$74,661.50	$74,661.69	$85,326.00	$10,664.31
$72,949.62	$72,949.64	$72,949.62	$87,414.62	$14,465.00
$78,963.02	$78,962.77	$78,963.02	$90,964.00	$12,000.99
$0.00	$71,519.14	$62,261.80	$68,368.04	$6,106.24
$68,742.05	$68,741.96	$68,742.05	$82,372.75	$13,630.70
$84,872.37	$84,872.22	$84,872.37	$94,861.23	$9,988.85
				$56,191.78
$72,949.62	$72,949.64	$72,949.62	$87,414.62	$14,465.00
$72,949.62	$72,949.64	$72,949.62	$87,414.62	$14,465.00
$74,408.61	$74,408.48	$74,408.61	$88,288.77	$13,880.16
$85,472.11	$85,472.11	$85,472.11	$94,657.51	$9,185.40
$64,777.17	$64,776.96	$64,777.17	$74,657.90	$9,880.73
$93,705.96	$93,705.77	$93,705.96	$99,700.10	$5,994.15
				$67,870.44
$0.00	$60,047.64	$53,320.58	$58,693.52	$5,372.94
$0.00	$61,248.47	$53,320.58	$58,693.52	$5,372.94
$53,320.58	$55,840.85	$53,320.58	$58,693.52	$5,372.94
$53,320.58	$54,386.95	$53,320.58	$58,693.52	$5,372.94
$63,723.03	$63,723.05	$63,723.03	$78,797.13	$15,074.10
$63,723.03	$63,723.05	$63,723.03	$78,797.13	$15,074.10
$63,723.03	$63,723.05	$63,723.03	$78,797.13	$15,074.10
$64,997.49	$64,997.34	$64,997.49	$79,585.10	$14,587.61
$64,997.49	$64,997.34	$64,997.49	$79,585.10	$14,587.61
$64,997.49	$64,997.49	$64,997.49	$79,585.10	$14,587.61
$64,997.49	$64,997.34	$64,997.49	$79,585.10	$14,587.61
$64,997.49	$64,997.34	$64,997.49	$79,585.10	$14,587.61
$64,997.49	$64,997.34	$64,997.49	$79,585.10	$14,587.61
$64,997.49	$64,997.34	$64,997.49	$79,585.10	$14,587.61

$64,997.49	$64,997.34	$64,997.49	$79,585.10	$14,587.61
$66,297.44	$66,297.36	$66,297.44	$80,380.95	$14,083.51
$66,297.44	$66,297.36	$66,297.44	$80,380.95	$14,083.51
$67,623.39	$67,623.39	$67,623.39	$81,184.76	$13,561.37
$67,623.39	$67,623.36	$67,623.39	$81,184.76	$13,561.37
$68,975.86	$68,975.87	$68,975.86	$81,996.61	$13,020.75
$70,355.38	$70,355.38	$70,355.38	$82,816.58	$12,461.20
$71,762.49	$71,762.33	$71,762.49	$83,644.74	$11,882.25
$74,661.69	$67,623.35	$74,661.69	$85,326.00	$10,664.31
$74,661.69	$74,661.49	$74,661.69	$85,326.00	$10,664.31
$74,661.69	$74,661.50	$74,661.69	$85,326.00	$10,664.31
$74,661.69	$74,661.50	$74,661.69	$85,326.00	$10,664.31
$74,661.69	$74,661.50	$74,661.69	$85,326.00	$10,664.31
$74,661.69	$74,661.50	$74,661.69	$85,326.00	$10,664.31
$74,661.69	$74,661.69	$74,661.69	$85,326.00	$10,664.31
$74,661.69	$74,661.50	$74,661.69	$85,326.00	$10,664.31
$74,661.69	$74,661.69	$74,661.69	$85,326.00	$10,664.31
$54,387.00	$54,421.99	$54,387.00	$61,628.20	$7,241.20
$54,387.00	$54,386.95	$54,387.00	$61,628.20	$7,241.20
$54,387.00	$54,386.95	$54,387.00	$61,628.20	$7,241.20
$54,387.00	$55,474.54	$54,387.00	$61,628.20	$7,241.20
$55,474.74	$57,715.74	$55,474.74	$64,709.61	$9,234.87
$55,474.74	$55,474.54	$55,474.74	$64,709.61	$9,234.87
$55,474.74	$55,474.74	$55,474.74	$64,709.61	$9,234.87
$55,474.74	$55,474.54	$55,474.74	$64,709.61	$9,234.87
$55,474.74	$55,474.54	$55,474.74	$64,709.61	$9,234.87
$55,474.74	$55,474.54	$55,474.74	$64,709.61	$9,234.87
$55,474.74	$56,584.13	$55,474.74	$64,709.61	$9,234.87
$55,474.74	$55,474.54	$55,474.74	$64,709.61	$9,234.87
$55,474.74	$55,474.54	$55,474.74	$64,709.61	$9,234.87
$55,474.74	$55,474.54	$55,474.74	$64,709.61	$9,234.87
$56,584.23	$56,584.13	$56,584.23	$67,297.99	$10,713.76
$56,584.23	$57,788.05	$56,584.23	$67,297.99	$10,713.76
$56,584.23	$57,715.74	$56,584.23	$67,297.99	$10,713.76
$56,584.23	$56,584.13	$56,584.23	$67,297.99	$10,713.76
$56,584.23	$57,715.74	$56,584.23	$67,297.99	$10,713.76
$56,584.23	$56,584.13	$56,584.23	$67,297.99	$10,713.76
$56,584.23	$56,584.13	$56,584.23	$67,297.99	$10,713.76
$56,584.23	$58,870.16	$56,584.23	$67,297.99	$10,713.76
$56,584.23	$57,715.74	$56,584.23	$67,297.99	$10,713.76
$56,584.23	$56,584.13	$56,584.23	$67,297.99	$10,713.76
$56,584.23	$56,584.13	$56,584.23	$67,297.99	$10,713.76
$56,584.23	$58,870.16	$56,584.23	$67,297.99	$10,713.76
$56,584.23	$57,726.83	$56,584.23	$67,297.99	$10,713.76
$56,584.23	$56,858.02	$56,584.23	$67,297.99	$10,713.76
$56,584.23	$56,584.13	$56,584.23	$67,297.99	$10,713.76
$57,715.91	$61,248.47	$57,715.91	$69,989.91	$12,274.00

$57,715.91	$61,248.47	$57,715.91	$69,989.91	$12,274.00
$57,715.91	$60,047.64	$57,715.91	$69,989.91	$12,274.00
$57,715.91	$57,715.74	$57,715.91	$69,989.91	$12,274.00
$57,715.91	$57,715.74	$57,715.91	$69,989.91	$12,274.00
$57,715.91	$57,715.74	$57,715.91	$69,989.91	$12,274.00
$57,715.91	$57,715.74	$57,715.91	$69,989.91	$12,274.00
$57,715.91	$57,715.74	$57,715.91	$69,989.91	$12,274.00
$57,715.91	$57,715.74	$57,715.91	$69,989.91	$12,274.00
$57,715.91	$57,715.91	$57,715.91	$69,989.91	$12,274.00
$58,870.23	$60,047.64	$58,870.23	$72,089.61	$13,219.38
$58,870.23	$58,870.16	$58,870.23	$72,089.61	$13,219.38
$58,870.23	$58,870.16	$58,870.23	$72,089.61	$13,219.38
$58,870.23	$58,870.16	$58,870.23	$72,089.61	$13,219.38
$58,870.23	$58,870.16	$58,870.23	$72,089.61	$13,219.38
$58,870.23	$58,870.16	$58,870.23	$72,089.61	$13,219.38
$58,870.23	$58,870.16	$58,870.23	$72,089.61	$13,219.38
$58,870.23	$58,870.16	$58,870.23	$72,089.61	$13,219.38
$58,870.23	$58,870.16	$58,870.23	$72,089.61	$13,219.38
$58,870.23	$58,870.16	$58,870.23	$72,089.61	$13,219.38
$58,870.24	$60,047.64	$58,870.24	$72,089.61	$13,219.37
$60,047.64	$60,047.64	$60,047.64	$74,252.30	$14,204.66
$60,047.64	$60,047.64	$60,047.64	$74,252.30	$14,204.66
$60,047.64	$60,047.64	$60,047.64	$74,252.30	$14,204.66
$60,047.64	$60,047.64	$60,047.64	$74,252.30	$14,204.66
$60,047.64	$60,047.64	$60,047.64	$74,252.30	$14,204.66
$60,047.64	$60,047.64	$60,047.64	$74,252.30	$14,204.66
$60,047.64	$60,047.64	$60,047.64	$74,252.30	$14,204.66
$61,248.59	$61,248.47	$61,248.59	$75,737.34	$14,488.75
$61,248.59	$61,248.47	$61,248.59	$75,737.34	$14,488.75
$62,473.56	$62,473.42	$62,473.56	$77,252.09	$14,778.53
$62,473.56	$62,473.42	$62,473.56	$77,252.09	$14,778.53
$62,473.56	$62,473.42	$62,473.56	$77,252.09	$14,778.53
$62,473.56	$62,473.42	$62,473.56	$77,252.09	$14,778.53
$62,473.56	$62,473.42	$62,473.56	$77,252.09	$14,778.53
$62,473.56	$62,473.42	$62,473.56	$77,252.09	$14,778.53
$62,473.56	$62,473.42	$62,473.56	$77,252.09	$14,778.53
$62,473.56	$62,473.42	$62,473.56	$77,252.09	$14,778.53
$67,547.03	$67,546.98	$67,547.03	$78,797.13	$11,250.10
$70,275.93	$70,275.88	$70,275.93	$80,380.95	$10,105.02
$70,275.93	$70,275.88	$70,275.93	$80,380.95	$10,105.02
$71,681.44	$71,681.44	$71,681.44	$81,184.76	$9,503.32
$71,681.44	$71,681.44	$71,681.44	$81,184.76	$9,503.32
$71,681.44	$71,681.44	$71,681.44	$81,184.76	$9,503.32
$73,115.07	$73,114.84	$73,115.07	$81,996.61	$8,881.54
$73,115.07	$79,142.04	$73,115.07	$81,996.61	$8,881.54
$74,577.38	$74,577.38	$74,577.38	$82,816.58	$8,239.20
$74,577.38	$74,577.15	$74,577.38	$82,816.58	$8,239.20

$74,577.38	$74,577.15	$74,577.38	$82,816.58	$8,239.20
$76,068.92	$76,068.91	$76,068.92	$83,644.74	$7,575.82
$79,142.11	$79,142.04	$79,142.11	$85,326.00	$6,183.89
$79,142.11	$79,142.04	$79,142.11	$85,326.00	$6,183.89
$79,142.11	$79,142.04	$79,142.11	$85,326.00	$6,183.89
$79,142.11	$79,142.04	$79,142.11	$85,326.00	$6,183.89
$79,142.11	$79,142.04	$79,142.11	$85,326.00	$6,183.89
$0.00	$79,142.04	$57,650.77	$61,628.20	$3,977.43
$0.00	$77,590.09	$57,650.77	$61,628.20	$3,977.43
$59,979.83	$59,979.75	$59,979.83	$67,297.99	$7,318.16
$62,403.01	$62,402.89	$62,403.01	$72,089.61	$9,686.59
$62,403.01	$62,402.89	$62,403.01	$72,089.61	$9,686.59
$62,403.01	$62,402.89	$62,403.01	$72,089.61	$9,686.59
$63,651.07	$63,650.91	$63,651.07	$74,252.30	$10,601.23
$63,651.07	$64,923.88	$63,651.07	$74,252.30	$10,601.23
$63,651.07	$65,575.04	$63,651.07	$74,252.30	$10,601.23
$63,651.07	$63,650.91	$63,651.07	$74,252.30	$10,601.23
$64,924.09	$64,923.87	$64,924.09	$75,737.34	$10,813.25
$64,924.09	$64,923.87	$64,924.09	$75,737.34	$10,813.25
$66,222.57	$66,222.56	$66,222.57	$77,252.09	$11,029.51
$66,222.57	$66,222.56	$66,222.57	$77,252.09	$11,029.51
$66,222.57	$66,222.56	$66,222.57	$77,252.09	$11,029.51
$72,949.62	$72,949.62	$72,949.62	$87,414.62	$14,465.00
$72,949.62	$72,949.64	$72,949.62	$87,414.62	$14,465.00
$72,949.62	$72,949.62	$72,949.62	$87,414.62	$14,465.00
$72,949.62	$72,949.64	$72,949.62	$87,414.62	$14,465.00
$72,949.62	$72,949.64	$72,949.62	$87,414.62	$14,465.00
$75,896.78	$75,896.79	$75,896.78	$89,171.65	$13,274.87
$75,896.78	$75,896.79	$75,896.78	$89,171.65	$13,274.87
$75,896.78	$75,896.79	$75,896.78	$89,171.65	$13,274.87
$77,414.71	$77,414.54	$77,414.71	$90,063.37	$12,648.66
$78,963.02	$78,962.77	$78,963.02	$90,964.00	$12,000.99
$80,542.27	$80,542.03	$80,542.27	$91,873.64	$11,331.37
$83,796.18	$83,796.04	$83,796.18	$93,720.30	$9,924.12
$85,472.11	$85,472.11	$85,472.11	$94,657.51	$9,185.40
$85,472.11	$85,472.11	$85,472.11	$94,657.51	$9,185.40
$85,472.11	$85,472.11	$85,472.11	$94,657.51	$9,185.40
$85,472.11	$85,472.11	$85,472.11	$94,657.51	$9,185.40
$85,472.11	$85,472.11	$85,472.11	$94,657.51	$9,185.40
$85,472.11	$85,472.11	$85,472.11	$94,657.51	$9,185.40
$85,472.11	$85,472.10	$85,472.11	$94,657.51	$9,185.40
$85,472.11	$85,472.10	$85,472.11	$94,657.51	$9,185.40
$85,472.11	$85,472.11	$85,472.11	$94,657.51	$9,185.40
$0.00	$63,575.77	$62,261.80	$68,368.04	$6,106.24
$66,072.72	$71,519.14	$66,072.72	$77,644.22	$11,571.50
$68,742.05	$70,116.76	$68,742.05	$82,372.75	$13,630.70
$71,519.23	$72,949.62	$71,519.23	$85,700.61	$14,181.38

$83,208.32	$83,208.09	$83,208.32	$93,922.01	$10,713.69
$83,208.32	$84,872.22	$83,208.32	$93,922.01	$10,713.69
$84,872.32	$84,872.22	$84,872.32	$94,861.23	$9,988.91
$84,872.32	$84,872.00	$84,872.32	$94,861.23	$9,988.91
$86,569.86	$86,569.77	$86,569.86	$95,809.84	$9,239.98
$91,868.66	$91,868.46	$91,868.66	$98,712.97	$6,844.31
$93,706.08	$93,705.77	$93,706.08	$99,700.10	$5,994.02
$93,706.08	$93,705.77	$93,706.08	$99,700.10	$5,994.02
$93,706.08	$93,705.77	$93,706.08	$99,700.10	$5,994.02
$93,706.08	$93,705.77	$93,706.08	$99,700.10	$5,994.02
$93,706.08	$93,705.77	$93,706.08	$99,700.10	$5,994.02
$75,364.12	$76,871.40	$75,364.12	$86,760.91	$11,396.79
$109,323.76	$109,323.67	$109,323.76	$116,097.31	$6,773.55
$109,323.76	$109,323.68	$109,323.76	$116,097.31	$6,773.55
$109,323.76	$109,323.67	$109,323.76	$116,097.31	$6,773.55
				$1,856,648.10

Increase from budget
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$15,423.76	Increase from budget plus fringe (16% retirement, 7.65%FICA)
$2,196,278.92	$2,715,698.8851
$14,083.59	
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$14,488.87	
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$14,464.98	

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$127,608.14	$157,787.4656
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$1,792,640.94

$2,216,600.5187

$5,623,167.6931 total increase with fringe

Education Pay

Position	Amount Per Pay Period/Month	Total Annual Cost Per Person	Number of Positions	Total Cost Per Year, Per Position	Dpt	Total Annual Cost Per Department	Total Annual Cost
Associates Degree LE $90 per month	$90.00	$1,080.00	50	$54,000.00	560	$132,120.00	$226,080.00
Bachelors Degree LE $170 per month	$170.00	$2,040.00	27	$55,080.00			
Masters Degree LE $240 per month	$240.00	$2,880.00	8	$23,040.00			
Associates Degree Corr $90 per month	$90.00	$1,080.00	25	$27,000.00	570	$93,960.00	
Bachelors Degree Corr $170 per month	$170.00	$2,040.00	30	$61,200.00			
Masters Degree Corr $240 per month	$240.00	$2,880.00	2	$5,760.00			

Figured with estimated total of 75 Assoc, 40 Bach, and 10 Mast. 2/3 in LE, 1/3 in Corr

Certification Pay

Position	Amount Per Pay Period/Month	Total Annual Cost Per Person	Number of Positions	Total Cost Per Year, Per Position	Dpt	Total Annual Cost Per Department	Total Annual Cost
Intermediate LE $50 per month	$50.00	$600.00	25	$15,000.00	560	$198,480.00	$579,000.00
Advanced LE $90 per month	$90.00	$1,080.00	50	$54,000.00			
Masters LE $130 per month	$130.00	$1,560.00	83	$129,480.00			
Intermediate Corr $50 per month	$50.00	$600.00	35	$21,000.00	570	$380,520.00	
Advanced LE Corr $90 per month	$90.00	$1,080.00	25	$27,000.00			
Masters LE Corr $130 per month	$130.00	$1,560.00	42	$65,520.00			
Medical Sgt's $500 per month	$500.00	$6,000.00	4	$24,000.00			
Medical Sgt's with Paramedic Certification $1,500 per month	$1,500.00	$18,000.00	4	$72,000.00			
Basic EMT $500 per month	$500.00	$6,000.00	3	$18,000.00			
Advanced EMT $750 per month	$750.00	$9,000.00	13	$117,000.00			
Paramedic $1,000 per month	$1,000.00	$12,000.00	3	$36,000.00			

Figured with estimated total of 75 advanced and 125 masters. 2/3 in LE, 1/3 in Corr

Specialty Pay							
Position	Amount Per Pay Period/Month	Total Annual Cost Per Person	Number of Positions	Total Cost Per Year, Per Position	Dpt	Total Annual Cost Per Department	Total Annual Cost
FTO LE $150 per month	$150.00	$1,800.00	19	$34,200.00	560	$312,000.00	$697,500.00
CIT $250 Per month	$250.00	$3,000.00	10	$30,000.00			
Detective $350 per month	$350.00	$4,200.00	33	$138,600.00			
On Call Pay LE* $100 per week	$100.00	NA	21	$109,200.00			
Hiring Bonus Corrections	$2,500.00	NA	48	$120,000.00	570	$385,500.00	
Retention Pay**	$500.00	NA	48	$24,000.00			
Hazard Pay***	$500.00	NA	301	$150,500.00			
FTO Corr $150 per month	$150.00	$1,800.00	17	$30,600.00			
Detective $350 per month	$350.00	$4,200.00	2	$8,400.00			
On Call Pay Corr**** $100 per week	$100.00	NA	10	$52,000.00			

*On Call was figured by the number of positions on call each week, with a total of 20. Includes 11 SWAT, 2 CNT, 1 ACO, 1 Livestock, 1 VA, 1 Crime Scene, 2 CID Det, and 1 CID Sgt.

**One time payment for new hires still employed after 6 months

***One time payment for current employees

****On Call was figured by the number of positions on call each week, with a total of 4.

Bilingual Pay

Position	Amount Per Pay Period/Month	Total Annual Cost Per Person	Number of Positions	Total Cost Per Year, Per Position	Dpt	Total Cost Per Department	Total Annual Cost
Basic, LE $23.08 per pay period	$23.08	$600.08	30	$18,002.40	560	$36,004.80	$72,009.60
Advanced, LE $34.62 per pay period	$34.62	$900.12	20	$18,002.40			
Basic, Corr $23.08 per pay period	$23.08	$600.08	30	$18,002.40	570	$36,004.80	
Advanced, Corr $34.62 per pay period	$34.62	$900.12	20	$18,002.40			

Clothing Allowance

Position	Total Annual Cost Per Person	Number of Positions	Dpt	Total Annual Cost Per Department	Total Annual Cost
Detective Clothing Allowance $300 Annually	$300.00	40	560	$12,000.00	$12,000.00

*Clothing allowance figured for CID (2 LT, 5 SGT, and 30 Detectives) and 3 for IA.

Shift Differential

Position	Amount Per Pay Period	Total Annual Cost Per Person	Number of Positions	Dpt	Total Annual Cost Per Department	Total Annual Cost
Shift Differential, LE $1 per hour	$80.00	$2,080.00	48	560	$99,840.00	$160,160.00
Shift Differential, Corr $1 per hour	$80.00	$2,080.00	29	570	$60,320.00	

Total by Bureau

Bureau	Type of Pay	Annual Total	Total by Bureau	Grand Total
560	Education	$132,120.00	$790,444.80	**$1,746,749.60**
	Certification Pay	$198,480.00		
	Specialty Pay	$312,000.00		
	Bilingual	$36,004.80		
	Clothing Allowance	$12,000.00		
	Shift Differential	$99,840.00		
570	Education	$93,960.00	$956,304.80	
	Certification Pay	$380,520.00		
	Specialty Pay	$385,500.00		
	Bilingual	$36,004.80		
	Shift Differential	$60,320.00		

Comparison to Area Agencies

Applicants in Last Process

Cedar Park PD	144
Georgetown PD	100
Leander PD	20
Liberty Hill ISD	20
Round Rock ISD	160
Round Rock PD	750

Travis County Medical Staff

Position	Annual Salary Range
Physician II	$153,412.48 - $199,436.22
Physician I	$143,376.06 - $186,389.01
Physician Assistant Nurse Practitioner	$77,956.53 - $101,343.63
Registered Nurse II	$59,466.58 - $77,306.53
Registered Nurse I	$55,578.85 - $69,473.66
Licensed Vocational Nurse	$39,615.06 - $49,518.98

Bell County does not employ medical staff, they contract through Wellpath.

Commissioners Court - Regular Session **37.**

Meeting Date: 06/08/2021

Electronic Docket and Information Display System Upgrades for Courts

Submitted For: Joy Simonton **Submitted By:** Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the quotation between InFax, Inc. and Williamson County for an upgrade and refresh of the Infax Electronic Docket Display System for the Williamson County Courts in the not-to-exceed-amount of $64,100.00 (less if no travel expenses as shown on quote) and exempting this service from the competitive bidding requirements per Texas Local Government Code (262.024(a)(7)(D) (captive replacement parts or components for equipment) and authorizing execution of the documents.

Background

In 2015 Williamson County issued a solicitation for an Electronic Docket Display System (RFP #15RFP108). InFax was awarded the contract. Since that time, the paid maintenance annually was approximately $9,000 a year. The system upgrade is needed to stay current and compliant. Department contact is Richard Semple.This upgrade will be funded from:
01.0100.0503.003010 - $35,973.00;
01.0100.0503.005740 - $10,250.00;
01.0100.0503.004100 - $17,877.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

InFax Captive Parts Letter

addendum quote reimbursement policy

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/03/2021 09:31 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 10:15 AM
Form Started By: Brenda Fuller		Started On: 06/02/2021 10:23 AM
Final Approval Date: 06/03/2021		

WILLIAMSON COUNTY
1848

June 1, 2021

Joy Simonton
Purchasing Agent
Williamson County

Dear Joy:

In 2015 Williamson County went to bid for an Electronic Docket Display System (RFP #15RFP108). InFax was awarded the bid. Since that time, we have paid maintenance annually at around $9,000 a year.

The system needs to be upgraded to stay current and compliant, and we are working with the vendor to upgrade the system at a total upgrade price is $64,100.00. We are requesting to exempt the purchase of the upgrade under Texas Local Government Code (262.024(a)(7)(D) (captive replacement parts or components for equipment).

This upgrade will be funded from:
503 3010 - $35,973.00
503 5740 - $10,250.00
503 4100 - $17,877.00

Sincerely,

Richard Semple, CGCIO, MPA, CISM
Chief Information Officer
Williamson County

THE STATE OF TEXAS WILLIAMSON COUNTY
512.943.1489 Fax 512.943.3737
rsemple@wilco.org www.wilco.org
301 SE Inner Loop, Suite 105
Georgetown, Texas 78626

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
SERVICES CONTRACT
(Electronic Docket and Information
Display System Upgrades for Courts)
(Infax, Inc.)

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 **Infax, Inc.** (hereinafter "Infax, Inc."). Customer agrees to engage Infax, Inc. 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. Infax, Inc. Quote # [redacted] Williamson County Courts;
B. Williamson County Vendor Reimbursement Policy; 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: Infax, Inc. agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Good Faith: Infax, Inc. agrees to act in good faith in the performance of the contract relevant to this addendum.

VI.

Payment: Infax, Inc. will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Infax, Inc. shall be capped and not-to-exceed **$64,100.00 (less if no travel expenses as shown on quote)** 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: Infax, Inc. 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 Infax, Inc. which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Infax, Inc. agrees that Customer shall have access during normal working hours to all necessary Infax, Inc. 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 Infax, Inc. reasonable advance notice of intended audits. In no circumstances will Infax, Inc. be required to create or maintain documents not kept in the ordinary course of Infax, Inc.' business operations, nor will Infax, Inc. 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:	INFAX, INC.:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2021	Date:June 2, 2021

Infax

PRICE QUOTATION

May 14, 2021

[redacted]
Justice Technology Manager
Williamson County Courts
405 Martin Luther King St
Georgetown, TX 78626

RE: Refresh/Upgrade of your existing Infax Digital Docket and Signage Solution.

[redacted]

Dear Ms. Lincoln,

Infax, Inc. is pleased to offer this price quotation for an upgrade and refresh of your Infax Electronic Docket Display System for the Williamson County Courts. We appreciate your interest in the Infax Judicial Suite Solution and look forward to working with you on this project.

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

Sincerely,

Jana Lattimore
National Director of Sales and Business Development, Judicial
jlattimore@infax.com
Direct:678.533.4035
5900 Windward Parkway Suite 525
Alpharetta, Georgia 30005

[redacted]

[redacted] 4-Williamson County Courts

Electronic Docket and Information Display System Scope of Work

Infax, Inc. will provide the following equipment and services for this project:

- Provide, configure, and install the latest UPGRADE to the Infax Judicial DocketCall, Engage, SmartScreen, and CourtBoard modules to customer provided virtual or physical SQL express server.
- Provide, deliver **(23)** Infax Proprietary Digital Display controllers i3 Windows 10 for displays to replace existing Windows 7 Controllers. (Transfer all existing licenses, Kiosk do not require DDC)
- Provide and deliver **(11)** LG 32" Commercial Displays with new brackets where required.
- Provide and deliver **(12)** LG 43" Commercial Displays with new Brackets where required.
- Provide, deliver, and configure **(1)** Olea Milan Kiosk 32" in **Landscape or Portrait** orientation

  Hardware Specifications:
  - Dell OptiPlex 3080SFF, i3 CPU, 8GB RAM, 500GB HDD, Win 10 Pro 64
    3202L 32" IR Touch LCD, 1080P, Clear, 10 touches
    With Honeywell 3330G 2D imager (Barcode Scanner)
- Provide and deliver **(21)** 3ft. HDMI cables.
- Provide and deliver **(21)** 3ft. Patch cables.
- Provide standard ground freight and insurance for product delivery to **(1)** project site.
- Provide software configuration services for system implementation, page creation and digital display controller configuration and kiosk. (Standard configuration)
- Provide all Infax labor for remote installation supervision.
- Provide project management services.

Total Investment Price:	**$60,226.00**
With optional Onsite Installation including travel (1) trip/2 days	**$64,100.00**

- Infax provided hardware will be covered under the manufacturer's 3-year warranty.
- Onsite Installation services are available and can be quoted upon request.
- Existing active Infax Premium support agreement provides software system support.
- This quote is for budget purposes only and final quote will be provided based on final scope of work.
- Tax exemption applied. Please provide current tax-exempt certificate.

[redacted] Williamson County Courts

	QTY	DESCRIPTION	LINE TOTAL
INFAX SOFTWARE	1	Latest version of the Infax Professional Judicial Suite Software (DocketCall and Engage, CourtBoard and SmartScreen Modules) with site license for (1) location. Reusing all existing site and controller licenses.	$0.00 Benefit of Premium Support
HARDWARE	23	Infax Proprietary Digital Display controllers i3 Windows 10 with cables. (Replaces existing Windows 7 Controllers)	$18,009.00
	11	32" LG Commercial Display with wall mount bracket where required	$7,392.00
	12	43" LG Commercial Display with wall mount bracket where required.	$10,572.00
	1	Milan Kiosk 32" (available in Landscape or Portrait) (Kiosk does not require a Controller)	$10,250.00
INFAX SERVICES	1	Scope of Work. •Remote Installation and Programming of new Judicial Suite software on new or existing virtualized server provided by county •All existing Licensing and new Windows 10 Controllers will be reconfigured with new player and transferred over to the new server or If using existing server, to the new system which will be running parallel. • Provide all Infax labor for remote installation supervision. • Provide project management services. • Provide Remote User and Administrative Training	**$14,003.00**
		TOTAL PRICING	**$60,226.00**

Total with Optional Onsite Installation and Travel (1) trip max/ 2 days *$64,100.00*

[redacted] Williamson County Courts

Locations Included in Scope of Work

- Justice Center 405 MLK Georgetown, TX 78626
  - 6 Lobby monitors (cumulative dockets for the building – first floor)
  - 5 District Court displays (first floor)
  - 1 Information Kiosk (first floor)
  - 1 Public Notices display (first floor)
  - 5 County Court & Spare Court displays (second floor)
- JP1: 1801 E Old Settlers Blvd, Ste 100 Round Rock, Texas, 78664
  - 1 Display
- JP2: 350 Discovery Blvd, Ste. 204 Cedar Park, TX 78613
  - 1 Display
- JP3: 100 Wilco Way, Suite 204 Georgetown, TX 78626
  - 2 Display
- JP4: 211 W 6th St Taylor, Texas 76574
  - 2 Displays

Terms and Conditions:

- Quotation valid for 30 days
- Quotation is subject to change based on any modifications to the scope of work.
- 25% of quote total due at signing
- Payment terms Net 45 days from shipment
- Hardware and software to be invoiced as shipped.
- Installation will be invoiced upon completion or monthly.
- Purchaser responsible for all shipping costs
- Shipping to one (1) location only
- Hardware availability from suppliers is valid for 60-90 days after receipt of order.
- Applicable sales and use taxes are included in quote until court/company can provide a sales tax exemption certificate or sales tax resell certificate.
- Total base price includes an Infax Premium system support agreement, which starts 90 days after system acceptance; first 90 days are provided at no charge.
- Content licenses are valid for the duration of the initial system support.
- Court is responsible for providing data from the case management system.
- Infax System requires each monitor location to have CAT5 or CAT6 network and power connectivity.
- Infax requires VPN Access to the court's network to provide support for the Infax system.
- Infax Suite system will reside on the courts existing network.
- Infax provided hardware will be covered under the manufacturer's standard warranty.
- All installations will be scheduled in advance and with consent of client.
- Additional trip charges will apply if installation locations are not ready when installer arrives (if applicable)
- It is the client's responsibility to ensure that all client provided hardware meets all Infax hardware requirements.
- Client provided hardware will not be supported by Infax.
- Client provided monitors will require an Infax provided controller.
- Restocking fee equivalent to 25% of purchase price applies to any returned hardware.

Exclusions:

- Server rack
- Server rack enclosure
- Server
- SQL
- On-site monitor installation (if applicable)
- Monitor hardware.
- Monitor brackets.
- Monitor enclosures.
- Wireless adapters
- Wireless network
- Custom millwork or cabinetry including free standing structure and framework.
- Electrical, conduit and data cabling
- Floor fastening, concrete anchors & anchoring bolts
- Payment and Performance Bond
- Removal of any items prohibiting monitor installation.
- Union subcontractors
- Applicable sales and use tax.
- Additional locations other than listed.
- Additional content licenses other than listed.
- Language translation of external website

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Commissioners Court - Regular Session **38.**

Meeting Date: 06/08/2021

Tax Office BA Rev 06.08.21

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Tax Assessor Collector Office.

Background

Pursuant to Transportation code 520, the Williamson County Tax Office must establish a Title Service Licensing Process. The program requires the Tax Office to vet and license organizations and individuals who, for compensation, conduct motor vehicle transactions on behalf of 3rd parties. Application fees and license fees are assessed to administer the program. Since this is a new program, the estimated expenditures to perform background checks for applicants are higher than anticipated. An additional $1,500.00 is needed to cover the expenditures through the remainder of the year. The fees collected in this fiscal year have exceeded the funds needed to pay for the background checks.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335502	Title Service Fees	$1,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/01/2021 12:19 PM
Form Started By: Melanie Denny		Started On: 06/01/2021 08:30 AM
Final Approval Date: 06/01/2021		

Commissioners Court - Regular Session **39.**

Meeting Date: 06/08/2021

Tax Office BA Exp 06.08.21

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Tax Assessor Collector Office.

Background

Pursuant to Transportation code 520, the Williamson County Tax Office must establish a Title Service Licensing Process. The program requires the Tax Office to vet and license organizations and individuals who, for compensation, conduct motor vehicle transactions on behalf of 3rd parties. Application fees and license fees are assessed to administer the program. Since this is a new program, the estimated expenditures to perform background checks for applicants are higher than anticipated. An additional $1,500.00 is needed to cover the expenditures through the remainder of the year. The fees collected in this fiscal year have exceeded the funds needed to pay for the background checks.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0499.004999	Miscellaneous Exp	$1,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/01/2021 12:19 PM
Form Started By: Melanie Denny		Started On: 06/01/2021 08:31 AM
Final Approval Date: 06/01/2021		

Commissioners Court - Regular Session **40.**

Meeting Date: 06/08/2021

2013 Park Bond Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2013 Park Bond transfer to close P321 (Champion Park Phase 2; $5,436.03), P419 (Brushy Creek Trail Phase 5; $64,527.76), and P454 (Bagdad Trail; $80,479.73) and move the remaining funds to P500 (Non-Departmental).

Background

This transfer is necessary to close P321 (Champion Park Phase 2), P419 (Brushy Creek Trail Phase 5), and P454 (Bagdad Trail).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 11:29 AM
Form Started By: Tomika Lynce		Started On: 05/27/2021 02:41 PM
Final Approval Date: 06/03/2021		

Commissioners Court - Regular Session **41.**

Meeting Date: 06/08/2021

2019 Park Bond Allocation

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the allocation of the 2019 Park Bonds from P550 (Non-Departmental).

Background

See the attached document for more information regarding the allocation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Park Bond Allocation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 11:36 AM
Form Started By: Tomika Lynce		Started On: 05/27/2021 04:59 PM
Final Approval Date: 06/03/2021		

Location	Project #	Project	Location/Description	Initial Funding Recommendation	Previous budget set-up	Remaining budget set-up amount to = approved funding	Comments
			Shared Use Paths/Trails				
Shared Use Path	P551	Brushy Creek Regional Trail from Hairy Man road (County initiative).	Extension south & eastward approx. 1.5 miles	$ 2,505,000	$ 582,000	$ 1,923,000	PSA with RVi Planning approved 8.4.20.
Shared Use Path	P558	Regional Park to Lake Georgetown (County initiative).	Extention northward approx. 4.0 miles	$ 5,500,000	$ 93,000	$ 5,407,000	
Shared Use Path	P553	Regional Park to Brushy Creek Regional Trail (County initiative).	Extension southward approx. 3.0 miles	$ 4,500,000	$ 72,000	$ 4,428,000	PSA with Halff Associates approved on 8.4.20.
Shared Use Path	P561	Brushy Creek Regional Trail/ Redbud Lane in Round Rock to Hutto (County initiative).	Extension eastward approx. 2.75 miles	$ 3,125,000	$ 66,000	$ 3,059,000	
			Shared Use Path/Trails Sub-Total	**$ 15,630,000**	**$ 813,000**	**$ 14,817,000**	
			Parks				
Berry Springs	P559	Park facility improvements/enhancements (remote restroom, additional parking, covered pavilion, maintenance shop, HQ/restrooms, improved camping, trail	Support amenities.	$ 3,145,000	$ 71,000	$ 3,074,000	PSA with Halff Associates approved on 8.4.20.
Champion	P552	Expanded parking and lighting	Support amenities.	$ 305,000	$ 151,571	$ 153,429	PSA with Studio 16:19 approved 6.16.20.
SWWCRP	P560	Restroom	Support amenities.	$ 270,000	$ 270,000	$ -	PSA with Studio 16:19 approved 6.16.20.
Expo Center	P562	Additional facilities/enhancements (covered arena, restrooms, tarmac, pavilions, etc.)	Support amenities.	$ 3,950,000	$ 641,000	$ 3,309,000	PSA with Parkhill approved on 8.4.20.
River Ranch	P569	Park facility enhancements	Support amenities	$ 1,300,000	$ -	$ 1,300,000	
			Parks Projects Sub-Total	**$ 8,970,000**	**$ 1,133,571**	**$ 7,836,429**	
			Projects Managed by Other Entities/Agencies				
Shared Use Path	P342	Bagadad Road/CR 279 (San Gabriel Pkwy to Jinks Branch) - southern section	Approximately 2 miles	$ 3,000,000	$ -	$ 3,000,000	Managed as part of a Road & Bridge Project.
Shared Use Path	P343	Bagadad Road/CR 279 (Loop 332 to CR 281) - northern section	Approximately 3 miles	$ 4,500,000	$ -	$ 4,500,000	Managed as part of a Road & Bridge Project.
Cedar Park	P554	Trail extension from City of Cedar Park Lakeline Park, along Bell Blvd and with pedetrian bridge to Brushy Creek Regional Trail at Twin Lakes Park (City of Cedar Park initiative / their match = 20% or $500,000).	Extension eastward approx. 0.75 miles	$ 2,000,000	$ 10,000	$ 1,990,000	ILA with City of Cedar Park approved 12.8.20. Project managed by City of Cedar Park.
YMCA	P555	Pedestrian Bridge #1 at Twin Lakes Park to southwestern peninsula (YMCA initiative / YMCA match = ~10% or $100,000).	Pedestrian bridge	$ 900,000	$ 10,000	$ 890,000	Cost Participation Agreement with YMCA approved 2.4.20. YMCA managed project.
			Managed by Other Entities Sub-Total	**$ 10,400,000**	**$ 20,000**	**$ 10,380,000**	
			Grand Total	**$ 35,000,000**	**$ 1,966,571**	**$ 33,033,429**	

Commissioners Court - Regular Session **42.**

Meeting Date: 06/08/2021

Williamson County Child Advocacy Center Addition Building Funding (P530)

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the funding needs for the Williamson County Child Advocacy Center (P530) new building construction project.

Background

Due to extreme and unusual market conditions that have increased the cost of the building materials, a budget shortfall has occurred for this project. We have identified the attached projects that can be closed and unallocated funds that can be used for the Children's Advocacy Center Project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Funds Available

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 11:41 AM
Form Started By: Tomika Lynce		Started On: 06/01/2021 11:13 AM
Final Approval Date: 06/03/2021		

Project	Project Name	Revenue	Budget	Actual Cost	Total Cost	Funds Available
P323	SO Training Building	$ 9,120,000.00	$ 9,120,000.00	$ 8,692,302.07	$ 8,692,302.07	$ 427,697.93
P356	2015 CO NON-DEPARTMENTAL	$ 888,682.70	$ 888,682.70	$ 678,668.35	$ 678,668.35	$ 210,014.35
P470	SO Gun Range Ammo Building	$ 150,000.00	$ 150,000.00	$ 128,152.34	$ 128,152.34	$ 21,847.66
P512	M11 Ambulance Station	$ 175,000.00	$ 175,000.00	$ 105,038.95	$ 105,038.95	$ 69,961.05
P518	SOTC Range Wall Replacement	$ 100,000.00	$ 100,000.00	$ 81,401.14	$ 81,401.14	$ 18,598.86
P567	2021 CIP Non Departmental	$ -	$ 817,185.58	$ -	$ -	$ 817,185.58
						$ 1,565,305.43

Commissioners Court - Regular Session **43.**

Meeting Date: 06/08/2021

2015 CO & 2021 CIP Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2015 CO Transfer to close and move remaining funds from P323 (Sheriff's Office Training Building; $427,697.93), P470 (Sheriff's Office Gun Range Ammo Building; $21,847.66), P512 (M11 Ambulance Station; $69,961.05) and P518 (Sheriff Office Training Center Range Wall Replacement; $18,598.86) to P530 (Children's Advocacy Center). Also, transfer $210,014.35 from P356 (2015 CO Nondepartmental) and $817,185.58 from P567 (2021 CIP Non-Departmental) to P530 (Children's Advocacy Center).

Background

Please see the attached for more information regarding the transfer of funds.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Funds Available

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 11:47 AM
Form Started By: Tomika Lynce		Started On: 06/01/2021 11:49 AM
Final Approval Date: 06/03/2021		

Project	Project Name	Award	Revenue	Budget	Actual Cost	Total Cost	Funds Available
P323	SO Training Building	2015 CO	$ 9,120,000.00	$ 9,120,000.00	$ 8,692,302.07	$ 8,692,302.07	$ 427,697.93
P356	2015 CO NON-DEPARTMENTAL	2015 CO	$ 888,682.70	$ 888,682.70	$ 678,668.35	$ 678,668.35	$ 210,014.35
P470	SO Gun Range Ammo Building	2015 CO	$ 150,000.00	$ 150,000.00	$ 128,152.34	$ 128,152.34	$ 21,847.66
P512	M11 Ambulance Station	2015 CO	$ 175,000.00	$ 175,000.00	$ 105,038.95	$ 105,038.95	$ 69,961.05
P518	SOTC Range Wall Replacement	2015 CO	$ 100,000.00	$ 100,000.00	$ 81,401.14	$ 81,401.14	$ 18,598.86
P567	2021 CIP Non Departmental	2021 CIP	$ -	$ 817,185.58	$ -	$ -	$ 817,185.58
							$ 1,565,305.43

Commissioners Court - Regular Session **44.**

Meeting Date: 06/08/2021

Award RFP T3931 Construction Manager at Risk (CMAR) for Expo Center- Various Projects to Chasco Constructors, Ltd, LLC

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 T3931 Construction Manager at Risk (CMAR) for Expo Center- Various Projects to Chasco Constructors, Ltd, LLC and authorize the execution of the agreement between Williamson County and the CMAR. Funding source is P562.

Background

Williamson County solicited a one-step method, request for sealed proposals for various projects at the Expo Center, including but not limited to construction of the South Event Tarmac, widening of the Main Arena to increasing performance area, construction of new West Arena, add pavilions, infrastructure upgrade, and reconstruction of existing Expo Center Hall roof. 16 Suppliers participated with 4 suppliers submitting responses. One vendor withdrew their submission. The firms were evaluated and Chasco Constructors, ltd, LLC was the overall highest-rated through negotiation and is recommended we move forward with negotiations. The Point of Contact is Angel Gomez. Estimated Budget: $5.9M

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

score sheet

CMAR Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/03/2021 10:29 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 11:45 AM
Form Started By: Johnny Grimaldo		Started On: 06/02/2021 03:56 PM
Final Approval Date: 06/03/2021		

Williamson County				
05.18.2021	Max	Chasco	STR	Baird/ Williams
Evaluation Criteria	**Points**	**Constructors, ltd, llc**	**Constructors, llc**	**Construction**
Respondents CMAR Experience with Similar Projects and Size	**25**	23	13	18
Project Manager Experience	**20**	19	11	14
Project Superintendent Experience	**20**	19	19	14
Post Construction/Warranty Assurance	**10**	9	10	9
Past Performance with Governmental Entities	**15**	14	12	12
Proposed Amount		$ 509,850.00	$ 619,500.00	$ 590,000.00
Cost	**10**	10.0	8.2	8.6
Total	**100**	80.0	61.2	63.6

CONTRACT FOR CONSTRUCTION MANAGER AT-RISK PROJECT DELIVERY

PROJECT: **EXPO Center Various Improvements** ("Project")

CONSTRUCTION MANAGER AT-RISK: **Chasco Constructors, Ltd, L.L.C.,** ("CMAR")
Charles J. Glace, Jr./President2801 East Old Settlers Blvd.
Round Rock, TX 78665

ARCHITECT & ENGINEER: **Parkhill, Smith & Cooper** dba **Parkhill** ("A/E")
Victor Baxter, RLA, Director of Landscape Architecture & Planning Business Development
255 N. Center St., Suite 200
Arlington, TX 76011

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

THIS CONTRACT FOR CONSTRUCTION MANAGEMENT AT-RISK PROJECT DELIVERY ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a political subdivision of the State of Texas ("County") and CMAR.

R E C I T A L S

WHEREAS, County desires to retain a CMAR for the **EXPO Center Various Improvements** (hereinafter called the "Project");

WHEREAS, County desires a CMAR who will render, diligently and competently in accordance with the highest standards used in the profession, all CMAR services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and CMAR, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, other documents listed in this Contract, and Modifications issued after the execution of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract. Upon County's acceptance of CMAR's Guaranteed Maximum Price ("GMP") proposal, the Contract Documents will also include the documents described in **Paragraph 2.2.3** and identified in the GMP Amendment and revisions prepared by A/E and furnished by County as described in **Section 2.2**. This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, CMAR shall immediately notify County and seek clarification from A/E and County.

1.2 RELATIONSHIP OF THE PARTIES

CMAR accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise CMAR's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

1.3 GENERAL CONDITIONS

1.3.1

The term "Contractor" as used herein or in the UGCs shall mean CMAR.

1.3.2

The term "Owner" as used herein or in the UGCs shall mean County.

1.3.3

The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 2
CMAR'S RESPONSIBILITIES

CMAR's Preconstruction Phase responsibilities are set forth in **Sections 2.1 through 2.2**. CMAR's Construction Phase responsibilities are set forth in **Section 2.3**. County and CMAR may agree, in consultation with A/E, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. CMAR shall designate a representative authorized to act on behalf of CMAR with respect to the Project.

2.1 PRECONSTRUCTION PHASE

2.1.1 CMAR

CMAR shall provide a preliminary evaluation of County's program, design criteria, schedule, and construction budget requirements, each in terms of the other.

2.1.2 Consultation

CMAR shall schedule and conduct meetings with A/E and County to discuss such matters as procedures, progress, coordination, and scheduling of the Work. Frequent meetings are anticipated prior to County's acceptance of the GMP and during the completion of the Contract Documents. CMAR shall advise A/E and County on proposed site use and improvements, selection of materials, and building systems and equipment. CMAR shall also provide recommendations in writing consistent with the Project requirements to A/E and County on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

2.1.3 Preliminary Project Schedule

.1 When Project requirements described in **Paragraph 3.1.1** have been sufficiently identified, CMAR shall prepare, and periodically update, a preliminary Project schedule for review and approval by A/E and County. CMAR shall coordinate and integrate the preliminary Project schedule with the services and activities of County, A/E, and CMAR. As the design proceeds, the preliminary Project schedule shall be updated by CMAR to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, County's occupancy requirements, showing portions of the Project having occupancy priority, and the proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules

may not be met, CMAR shall make recommendations to A/E and County in writing.

.2 CMAR shall, at County's request, attend public meetings and hearings concerning the development and schedule of the Project.

.3 When Project requirements described in **Paragraph 3.1.3** have been sufficiently identified, CMAR shall prepare, and periodically update, a Project schedule for A/E's review and County's acceptance. CMAR shall obtain A/E's approval for the portion of the Project schedule relating to the performance of A/E's services. The Project schedule shall coordinate and integrate CMAR's services, A/E's services, other County consultants' services, and County's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the GMP proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of County.

2.1.4 Phased Construction

CMAR shall provide recommendations in writing with regard to accelerated or fast-track scheduling, procurement, or phased construction. CMAR shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

2.1.5 Preliminary Cost Estimates

.1 Based on the preliminary design and other design criteria prepared by A/E, CMAR shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for A/E's review and County's approval. If A/E or CMAR suggest alternative materials and systems, CMAR shall provide cost evaluations of those alternative materials and systems in writing.

.2 As the Drawings, Specifications, and other Contract Documents are developed, CMAR shall prepare and update, at appropriate intervals agreed to by County, CMAR and A/E, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as County and CMAR agree on a GMP for the Work. Such estimates shall be provided for A/E's review and County's approval. CMAR shall inform A/E and County when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action in writing.

2.1.6 Subcontractors and Suppliers

CMAR shall develop bidders' interest in the Project.

2.1.7

CMAR shall prepare, for A/E's review and County's acceptance, a procurement schedule for items that must be ordered well in advance of construction. CMAR shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction as required to meet the Project schedule. If County agrees to procure any items prior to the establishment of the GMP, County shall procure the items on terms and conditions acceptable to CMAR. Upon the establishment of the GMP, County shall assign all contracts for these items, if any, to CMAR and CMAR shall thereafter accept responsibility for them.

2.1.8 Extent of Responsibility

CMAR shall exercise reasonable care in preparing schedules and estimates. CMAR, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. CMAR is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but CMAR shall promptly report to A/E and County any questions or suspected nonconformity discovered by CMAR as a request for information in such form as County or A/E may require.

2.1.9 Notices and Compliance with Laws

CMAR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

2.1.10 Preconstruction Phase Compensation

CMAR shall be paid for preconstruction services as described in **Article 4**. Payment will be a percentage complete with 100% of lump sum paid prior to moving to GMP.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

2.2.1

At a time to be mutually agreed upon by County and CMAR and in consultation with A/E, CMAR shall prepare a GMP proposal for County's review and acceptance. The GMP in the proposal shall be the sum of CMAR's estimate of the Cost of the Work, Construction Contingency, and CMAR's Fee.

2.2.2

To the extent that the Drawings and Specifications are anticipated to require further development by A/E, CMAR shall provide in the GMP for such further development

consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

2.2.3
CMAR shall include with the GMP proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of this Contract;

.2 A list of the clarifications and assumptions made by CMAR in the preparation of the GMP proposal, including assumptions under **Paragraph 2.2.2**, to supplement the information provided by County and contained in the Drawings and Specifications;

.3 A statement of the proposed GMP, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and CMAR's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed GMP is based.

2.2.4
In preparing the GMP proposal, CMAR shall include a Construction Contingency to cover costs considered to be reimbursable as Cost of Work but not included in Change Orders.

2.2.5
CMAR shall meet with A/E and County to review the GMP proposal. In the event that A/E and County discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify CMAR, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

2.2.6
If County notifies CMAR that County has accepted the GMP proposal in writing before the date specified in the GMP proposal, the GMP proposal shall be deemed effective without further acceptance from CMAR. Following acceptance of a GMP, County and CMAR shall execute the GMP Proposal amending this Contract. The GMP Proposal shall set forth the agreed upon GMP with the information and assumptions upon which it is based.

2.2.7
CMAR shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase unless County provides prior written

authorization for such costs.

2.2.8
County shall authorize A/E to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the GMP Proposal. County shall cause A/E to promptly furnish those revised Drawings and Specifications to CMAR as they are revised. CMAR shall notify A/E and County of any inconsistencies between the GMP Proposal and the revised Drawings and Specifications.

2.3 CONSTRUCTION PHASE

2.3.1 General

.1 For purposes of **UGC 8.1.2**, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

.2 Following County's acceptance of CMAR's GMP proposal, the Construction Phase shall commence upon County's issuance of a Notice to Proceed for the Construction Phase.

.3 CMAR shall fully execute the Work described in the Contract Documents and reasonably inferable to provide the results intended by the Contract Documents except to the extent specifically indicated in the Contract Documents to be the responsibility of others. CMAR shall render, diligently and competently in accordance with the highest standards used in the profession, all of CMAR's services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project.

.4 CMAR shall furnish only skilled and properly trained staff for the performance of the Work. Key members of CMAR's staff shall not be changed without the written consent of County, unless such person becomes unable to perform any required duties due to death, disability, or termination of employment with CMAR. During the performance of the Work, CMAR shall keep a competent superintendent at the Project site while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County. Similarly, CMAR shall keep a competent Project Manager on-call and readily available while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County.

2.3.2. Administration

.1 Those portions of the Work that CMAR does not customarily perform with CMAR's own personnel shall be performed under subcontracts or by other appropriate contracts with CMAR in accordance with the Contract Documents including, without limitation, the requirements of **Texas Government Code, §2269.255-256**. County may designate specific persons from whom, or entities from which, CMAR shall obtain bids. CMAR shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to County as required by the Contract Documents.

.2 If the GMP has been established and when a specific bidder (1) is recommended to County by CMAR, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to established criteria and the requirements of the Contract Documents without reservations or exceptions, but County requires that another bid be accepted, then CMAR may request a Change Order in accordance with **UGC 5.2.1.1**.

.3 Subcontracts or other contracts shall conform to the applicable payment provisions of this Contract, the UGCs, the laws of the State of Texas including, without limitation, the Texas Local Government Code, and shall not be awarded on the basis of cost plus a fee without the prior consent of County.

.4 If CMAR recommends a specific bidder that may be considered a "related party" according to **Section 6.8**, then CMAR shall promptly notify County in writing of such relationship and notify County of the specific nature of the contemplated transaction, according to **Paragraph 6.8.2**.

.5 CMAR shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. CMAR shall prepare and promptly distribute minutes to A/E and County.

.6 Upon the execution of the GMP Proposal, CMAR shall prepare and submit to A/E and County a construction schedule for the Work and submittal schedule in accordance with the Contract Documents.

.7 CMAR shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by County, CMAR shall submit written progress reports to A/E and County, showing percentages of completion and other information requested or required by County. CMAR shall also keep, and make available to A/E and County, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by County.

.8 CMAR shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. CMAR shall identify variances between actual and estimated costs and report the variances to A/E and County and shall provide this information in its monthly reports to A/E and County, in accordance with **Paragraph 2.3.2.7**.

ARTICLE 3
COUNTY'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES REQUIRED OF COUNTY

3.1.1
County shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth County's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

3.1.2
County shall establish and periodically update County's budget for the Project, including (1) the budget for the Cost of the Work, (2) County's other costs, and (3) reasonable contingencies related to all of these costs. If County significantly increases or decreases County's budget for the Cost of the Work, County shall notify CMAR and A/E.

3.1.3
County 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 Project. County shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests as required by the Contract Documents.

3.1.4
During the Construction Phase, County shall furnish information or services required of County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to CMAR's performance of the Work with reasonable promptness after receiving CMAR's written request for such information or services.

3.2 COUNTY'S DESIGNATED REPRESENTATIVE
County shall identify a representative authorized to act on behalf of County with respect to the Project. County's representative shall render decisions promptly and furnish information

expeditiously, so as to avoid unreasonable delay in the services or Work of CMAR. The term "Owner" means County or County's Designated Representative.

3.2.1 Legal Requirements

County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet County's needs and interests.

3.3 A/E

County shall retain an A/E to provide services, duties and responsibilities as described in the Professional Services Agreement between A/E and County.

ARTICLE 4
COMPENSATION FOR PRECONSTRUCTION PHASE SERVICES

4.1 COMPENSATION

4.1.1

County shall pay CMAR the lump sum amount of **Ten Thousand dollars ($ 10,000.00)** for preconstruction services.

4.2 PAYMENTS

4.2.1

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

4.2.2

County shall make payments in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2252**.

ARTICLE 5
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

5.1

For CMAR's performance of the Work as described in **Section 2.3**, County shall pay CMAR the Contract Sum in current funds for CMAR's performance of this Contract. The Contract Sum is the Cost of the Work as defined in **Paragraph 6.1.1** plus CMAR's Fee.

5.1.1 CMAR's Fee:

CMAR's Fee shall be a fixed sum of **Five hundred nine thousand and eight hundred and fifty dollars ($509,850.00)**, based on the initial proposed construction budget stated in the Request for Proposals (RFP) and include the following

.1 CMAR's fees for construction phase services other than for self-performed construction work;

.2 CMAR Overhead and Profit;

.3 Rental charges and repair assessments for temporary facilities and equipment, and costs of transportation, installation, minor repairs, dismantling, and removal;

.4 Office Expenses

Courier service, postage and expressage.

.5 Temporary Utilities

Mobilization and demobilization, electric service (including field office trailers), water service (including field office trailers), sanitary holding tank and portable toilets, gas, heat and ventilation, construction facilities and services, construction fencing, storage trailers, dewatering (not including subsurface water intrusion), weatherization, winterization, fire protection, IT, site lighting, construction roads, temporary construction parking, clean-up, dumpsters, signage, safety, audit, and record storage.

.6 Taxes, Insurance, and Fees

Worker's compensation insurance, builder's risk insurance, insurance deductibles, public owner's protective insurance, liability and property insurance for the project, automobile insurance, performance and payment bonds, legal fees, preconstruction phase services fee, construction phase services fee, overhead and profit.

.7 Construction Management Labor

Payroll tax fringes, construction management labor (except self-performed work), badging, drug testing, safety officer, QA/QC manager, senior project manager, project manager, project engineer, senior superintendent, superintendent, vehicles and fuel for supervisory personnel.

.8 General Construction Debris Removal

Costs of removal of general construction debris from the site of the Work and its proper and legal disposal.

.9 Construction Survey Layout

Layout crew and licensed survey layout.

.10 Project Close-out

Close-out documents, as-built drawings, product warranties, commissioning assistance, and turnover management.

5.1.2 Methods of adjustment of CMAR's Fee for changes in the Work:

.1 CMAR Fee with No Change in Contract Time

For changes in the Work that **do not** require a change in Contract Time, CMAR's Fee shall be equal to **Three and sixty-nine hundredths~~'~~ percent (3.69 %)** of the Cost of the Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work. This shall be in addition to the fee stated in **Paragraph 5.1.1**.

OR

.2 CMAR Fee with Changes in Contract Time

For changes in the Work that also require a change in Contract Time, CMAR's Fee, including extended General Conditions, shall be equal to **One thousand, three hundred and forty-eight dollars ($1,348.00) per day**, directly attributable to any such change that is incurred or paid by CMAR during performance of the Work. This shall be in addition to the fee stated in **Paragraph 5.1.1**.

.2 CMAR Fee with Changes in Contract Time

Weather days are considered changes in Contract Time without change in Work; therefore, neither condition applies.

5.1.3

A Subcontractor's overhead and profit for increases in the cost of its portion of the Work shall not exceed **ten percent (10%).**

5.2 GUARANTEED MAXIMUM PRICE

5.2.1

CMAR guarantees that the Contract Sum shall not exceed the GMP set forth in the GMP Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the GMP, CMAR shall bear such costs in excess of the GMP without reimbursement or additional compensation from County. The GMP is subject to adjustment for (1) scope changes, as described in **Section 5.3**, and (2) Change Orders, authorized in accordance with the requirements of the Contract Documents. The difference, as of the date of final completion, between (1) the total aggregate sum of the Cost of the Work plus CMAR's Fee and (2) the GMP upon final completion of the Work (such difference referred to as the "Savings") shall inure to the benefit of County. Except for CMAR's Fee stated above, CMAR shall not be entitled to any compensation from the Savings, unused contingency, or otherwise.

5.2.2

The GMP is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

5.2.3
Although the Contract Sum is based upon the Cost of the Work plus the CMAR's Fee subject to a GMP, as may be adjusted, County agrees to make progress payments to CMAR on a percentage of completion according to a Schedule of Values provided in **Article 7**.

5.3 CHANGES IN THE WORK

5.3.1
County may, without invalidating this Contract, order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. County shall issue such changes in writing. A/E may make minor changes in the Work as provided in **UGC 7.4**. CMAR shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

5.3.2
Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Amendment may be determined by any of the methods listed in **UGC 7.3.3**.

5.3.3
In calculating adjustments to subcontracts (except those awarded with County's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in **UGC 7.3.3.3** and the term "costs" as used in **UGC 7.3.7** shall have the meanings assigned to them in the **UGCs** and shall not be modified by **Sections 5.1 through 5.2** and **Sections 6.1 through 6.5**. Adjustments to subcontracts awarded with County's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of this Contract, unless County has furnished CMAR with prior written approval of the form and substance of a subcontract, in which case such adjustment shall be calculated in accordance with the terms and conditions of that subcontract.

5.3.4
In calculating adjustments to the GMP, the terms "cost" and "costs" as used in the above-referenced provisions of UGCs shall mean the Cost of the Work as defined in **Sections 6.1 through 6.5** and the term "fee" shall mean the CMAR's Fee as defined in **Section 5.1**.

ARTICLE 6
COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

6.1.1
The term Cost of the Work shall mean costs necessarily incurred by CMAR in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of County. The Cost of the Work shall include only the items set forth in **Sections 6.1 through 6.5**.

6.1.2
IT IS THE LEGAL DUTY OF COUNTY'S AUDITOR (THE WILLIAMSON COUNTY AUDITOR) TO EXAMINE AND EITHER APPROVE OR NOT APPROVE THE LAWFULNESS OF ALL CLAIMS, BILLS, AND ACCOUNTS AGAINST COUNTY BEFORE SUCH CLAIM, BILL, OR ACCOUNT MAY BE SUBMITTED TO COUNTY'S GOVERNING BODY (THE WILLIAMSON COUNTY COMMISSIONERS COURT) FOR APPROVAL OF PAYMENT. WHERE ANY COST IS SUBJECT TO COUNTY'S PRIOR APPROVAL, CMAR SHALL FIRST OBTAIN THIS APPROVAL FROM COUNTY'S AUDITOR PRIOR TO INCURRING THE COST. THE PARTIES SHALL ENDEAVOR TO IDENTIFY ANY SUCH COSTS PRIOR TO EXECUTING GMP AMENDMENT.

6.2 SUBCONTRACT COSTS
Amounts properly billed by Subcontractors for Work which has been approved by CMAR and County and which otherwise satisfies all requirements of the subcontracts and the Contract Documents. Except for preservation of CMAR's right to make receipt of payment from County a condition precedent to CMAR's obligation to pay subcontractors, vendors, and other contractors of CMAR, subcontractors, and other contracts otherwise shall conform to all applicable payment provisions of Texas law and this Agreement, and shall not be awarded on the basis of cost plus fee without County's written consent.

6.3 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

6.3.1
Costs of transportation, onsite storage, installation, maintenance, dismantling and removal of materials, supplies, machinery, and equipment incorporated or to be incorporated in the completed construction.

6.3.2
Costs of materials, described in the preceding **Paragraph 6.3.1**, in excess of those actually installed to all for reasonable waste and spoilage. Unused excess materials, if any, shall become County's property at the completion of the Work or, at County's option, shall be sold by CMAR. Any amounts realized from such sales shall be credited to County as a deduction from the Cost of the Work.

6.4 COSTS OF OTHER MATERIALS AND RELATED ITEMS

6.4.1
Costs of large-scale removal of debris from the site of the Work and its proper and legal disposal for site work or demolition that exceeds general construction debris removal as

stated in the General Conditions.

6.5 MISCELLANEOUS COSTS

6.5.1
Self-insurance for amounts of the coverages required by the Contract Documents, with County's prior approval.

6.5.2
Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents; the costs of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgements against CMAR resulting from such suits or claims and payments; and payments of settlements made with County's consent. However, such costs of legal defenses, judgements, and settlements shall not be included in the calculation of CMAR's Fee or subject to the GMP. If such royalties, fees, and costs are excluded by the last sentence in **UGC 3.17** or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

6.5.3
Deposits lost for causes other than CMAR's negligence or failure to fulfill a specific responsibility in the Contract Documents.

6.6 OTHER COSTS AND EMERGENCIES

6.6.1
Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by County.

6.6.2
Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and property, as provided in **UGC 10.4**.

6.6.3
Costs of repairing or correcting damaged or nonconforming Work executed by CMAR, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of CMAR and only to the extent that the cost of repair or correction is not recovered by CMAR from insurance, sureties, Subcontractors, suppliers, or others.

6.7 COSTS NOT TO BE REIMBURSED
The Cost of the Work shall not include the items listed below:

6.7.1
Salaries and other compensation of CMAR's personnel stationed at CMAR's principal office or offices other than the site office, except as may be provided in **Article 11**;

6.7.2
Expenses of CMAR's principal office and offices other than the site office;

6.7.3
Overhead and general expenses, except as may be expressly included in **Sections 6.1 through 6.5**;

6.7.4
CMAR's capital expenses, including interest on CMAR's capital employed for the Work;

6.7.5
Costs due to the negligence or failure of CMAR, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of this Contract;

6.7.6
Any cost not specifically and expressly described in **Sections 6.1 through 6.5**;

6.7.7
Costs, other than costs included in Change Orders approved by County, that would cause the GMP to be exceeded;

6.7.8
Costs for services incurred during the Preconstruction Phase;

6.7.9
Any expenses or costs that are not allowed or incurred pursuant to the Williamson County Vendor Reimbursement Policy, which is incorporated herein by reference and of which CMAR acknowledges prior receipt of said policy; and

6.7.10
Any expenses or costs that are included as a part of the CMAR's Fee, as defined under **Paragraph 5.1.1**.

6.8 DISCOUNTS, REBATES, AND REFUNDS

6.8.1
Cash discounts obtained on payments made by CMAR shall accrue to County if (1) before making the payment, CMAR included them in an Application for Payment and received

payment from County, or (2) County has deposited funds with CMAR with which to make payments; otherwise, cash discounts shall accrue to CMAR. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to County, and CMAR shall make provisions so that they can be obtained.

6.8.2

Amounts that accrue to County in accordance with the provisions of **Paragraph 6.6.1** shall be credited to County as a deduction from the Cost of the Work.

6.9 RELATED PARTY TRANSACTIONS

6.9.1

For purposes of this **Section 6.7**, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with CMAR; any entity in which any stockholder in, or management employee of, CMAR owns any interest in excess of **ten percent (10%)** in the aggregate; or any person or entity which has the right to control the business or affairs of CMAR. The term "related party" includes any member of the immediate family of any person identified above.

6.9.2

If any of the costs to be reimbursed arise from a transaction between CMAR and a related party, CMAR shall notify County of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If County, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and CMAR shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of **Paragraphs 2.3.2.1 through 2.3.2.3**. If County fails to authorize the transaction, CMAR shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of **Paragraphs 2.3.2.1 through 2.3.2.3**.

6.10 ACCOUNTING RECORDS

CMAR shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to County. County and County's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, CMAR's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. CMAR shall preserve these records for a period of **three (3) years** after final payment, or for such longer period as may be required by law.

ARTICLE 7
PAYMENTS FOR CONSTRUCTION PHASE SERVICES

7.1 PROGRESS PAYMENTS

7.1.1
Based upon Applications for Payment submitted to A/E by CMAR and Certificates for Payment issued by A/E, County shall make progress payments on account of the Contract Sum to CMAR as provided below and elsewhere in the Contract Documents.

7.1.2
The period covered by each Application for Payment shall be **one (1) calendar month** ending on the last day of the month.

7.1.3 Prompt Payment Policy
In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to CMAR will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. CMAR may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

.1 There is a bona fide dispute between County and CMAR concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

.2 There is a bona fide dispute between CMAR and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

.3 The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to CMAR the issues related to disputed invoices within **ten (10) days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

7.1.4

With each Application for Payment, CMAR shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by County or A/E to demonstrate that cash disbursements already made by CMAR on account of the Cost of the Work equal or exceed progress payments already received by CMAR, less that portion of those payments attributable to CMAR's Fee, plus payrolls for the period covered by the present Application for Payment. In addition to other required items, if requested by County, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to County and in compliance with applicable statutes of the State of Texas:

.1 With each Application for Payment: a current Sworn Statement from CMAR setting forth all Subcontractors and all material suppliers with whom CMAR has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to CMAR from such progress payment as required by **Texas Property Code, §53.085** (Bills-Paid Affidavit);

.2 With each Application for Payment: a duly executed **Conditional Waiver and Release on Progress Payment** from CMAR and Subcontractors establishing receipt of payment or satisfaction of the payment requested by CMAR in the current Application for Payment as required **by Texas Property Code, §53.284**.

.3 Commencing with the second Application for Payment submitted by CMAR, a duly executed **Unconditional Waiver and Release on Progress Payment** from CMAR and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by CMAR of the current Application for Payment;

.4 With the Final Application for Payment: CMAR shall submit **a Conditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**. Upon receipt of final payment, CMAR shall submit an **Unconditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**; and

.5 Such other information, documentation, and materials as County, or the title insurer may require in order to ensure that County's property is free of lien claims. Such other documents may include, without limitation, original copies of lien releases suitable for filing with the Williamson County Clerk in the county where the Project is located.

7.1.5
Each Application for Payment shall be based on the most recent schedule of values submitted by CMAR in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that CMAR's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as County or A/E may require. This schedule, unless objected to by County or A/E, shall be used as a basis for reviewing CMAR's Applications for Payment.

7.1.6
Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which CMAR has actually been completed.

7.1.7
Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to County of changes in the Work, amounts not in dispute shall be included as provided in **UGC 7.3.9**;

.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by County, suitably stored off the site at a location agreed upon in writing;

.3 Add CMAR's Fee, less retainage of **five percent (5%)**. CMAR's Fee shall be computed upon the Cost of the Work at the rate stated in **Section 5.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of **five percent (5%)** from that portion of the Work that CMAR self-performs;

.5 Subtract the aggregate of previous payments made by County;

.6 Subtract the shortfall, if any, indicated by CMAR in the documentation required by **Paragraph 7.1.4** to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by County's auditors in such documentation; and

.7 Subtract amounts, if any, for which County or A/E has withheld or nullified a Certificate for Payment as provided in **UGC 9.5**.

7.1.8
Except with County's prior approval, payments to Subcontractors shall be subject to retention of not less than **five percent (5%)**. County and CMAR shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

7.1.9
Except with County's prior approval, CMAR shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

7.1.10
In taking action on CMAR's Applications for Payment, A/E and County shall be entitled to rely on the accuracy and completeness of the information furnished by CMAR. Review or approval of CMAR's Applications for Payment by County or A/E shall not constitute a representation that either County or A/E has made a detailed examination, audit or arithmetic verification of the documentation submitted by CMAR; made exhaustive or continuous inspections of the Work; or whether CMAR has properly paid its Subcontractors, suppliers, laborers, equipment providers or others how provided labor or materials to the Project. Such examinations, audits and verifications, if required by County, the Contract Documents, or applicable law, will be performed by County's auditors acting in the sole interest of County.

7.2 FINAL PAYMENT

7.2.1
Final payment shall be made by County to CMAR when

.1 CMAR has fully performed this Contract except for CMAR's responsibility to correct Work as provided in **UGC 12.2.2**, and to satisfy other requirements, if any, which extend beyond final payment;

.2 CMAR has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by A/E; and

.4 the requirements of **UGC 9.10** have been satisfied.

7.2.2
County's final payment to CMAR shall be made no later than **thirty (30) business days** after the issuance of A/E's final Certificate for Payment, or as otherwise provided in the Contract Documents or by applicable law.

7.2.3
County's auditors will review and report in writing on CMAR's final accounting within **thirty (30) business days** after delivery of the final accounting to County by CMAR. Based upon such Cost of the Work as County's auditors report to be substantiated by CMAR's final accounting, and provided the other conditions of **Paragraph 7.2.1** have been met, A/E will, within **seven (7) business days** after receipt of the written report of County's auditors, either issue to County a final Certificate for Payment with a copy to CMAR, or notify CMAR and County in writing of A/E's reasons for withholding a certificate as provided in **UGC 9.5.1**. The time periods stated in this **Section 7.2** supersede those stated in **UGC 9.4.1**. A/E is not responsible for verifying the accuracy of CMAR's final accounting.

7.2.4
If County's auditors report the Cost of the Work as substantiated by CMAR's final accounting to be less than claimed by CMAR, CMAR shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to **UGC 15.2**. A request for mediation shall be made by CMAR within **thirty (30) business days** after CMAR's receipt of a copy of A/E's final Certificate for Payment. Failure to request mediation within this **thirty (30)-business day** period shall result in the substantiated amount reported by County's auditors becoming binding on CMAR. Pending a final resolution of the disputed amount, County shall pay CMAR the amount certified in A/E's final Certificate for Payment.

ARTICLE 8
INSURANCE AND BONDS

For all phases of the Project, CMAR and County shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

8.1
Upon execution of this Contract, CMAR shall provide a security bond in the amount of **five percent (5%)** of County's budget, as specified in the Request for Qualifications/Request for Proposals. The surety for a security bond shall meet the same requirements as set forth for payment and performance bonds.

8.2
Upon acceptance by County of the GMP Proposal, CMAR shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the GMP. If construction is phased or staged with different GMPs established at different times, the penal sum of the bonds shall be increased at the start of each stage or phase based on the cumulative total value of all GMPs in effect.

8.3
Prior to final payment, CMAR shall provide County with a Warranty Bond in the sum of **ten percent (10%)** of the GMP for Construction Manager At-Risk Contracts for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by County.

8.4
CMAR shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County. County's review of the insurance shall not relieve nor decrease the liability of CMAR. Prior to commencing any Work under this Contract, CMAR shall provide evidence of the following insurance coverages:

8.4.1 Pre-Construction Phase:
Employer's Liability, Workers' Compensation, Comprehensive General Liability and Comprehensive Automobile Liability in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County;

8.4.2 Construction Phase:
In addition to the coverages required during the Pre-Construction Phase, Builder's Risk in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County;

8.4.3
Prior to commencing any construction work, CMAR shall provide evidence of Builder's Risk coverage as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

8.5.4
CMAR shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

8.5
CMAR shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If CMAR fails to obtain, maintain, or renew any insurance required by this Contract, County may obtain insurance coverage directly and recover the cost of that insurance from CMAR.

8.6
County reserves the right to review the insurance requirements set forth in this **Article 8** during the effective period of this Contract and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as CMAR.

8.7
County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by CMAR failing to purchase and maintain the insurance required by this Contract Documents shall be paid by CMAR.

8.8
The cost of premiums for any additional insurance coverage desired by CMAR in excess of that required by this Contract or the Contract Documents shall be borne solely by CMAR out of its fees and not included in the GMP Proposal as a Direct Construction Cost.

ARTICLE 9
PROJECT TEAM

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

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

County shall have the right, from time to time, to change the County's Designated Representative by giving CMAR written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify CMAR in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment

unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

CMAR's Designated Representative for purposes of this Contract is as follows:

Chasco Constructors, Ltd., L.L.C.
Charles J. Glace, Jr., /President
2801 East Old Settlers Blvd
Round Rock, TX 78665

CMAR shall have the right, from time to time, to change CMAR's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by CMAR under this Contract, CMAR's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by CMAR's Designated Representative on behalf of CMAR shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by CMAR's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by CMAR's Designated Representative shall be binding on CMAR. CMAR's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of CMAR.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or CMAR at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

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

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

CMAR: Chasco Constructors, Ltd., L.L.C
2801 East Old Settlers Blvd
Round Rock, TX 78665
Attention: Charles J. Glace, Jr., President

Either party may designate a different address by giving the other party **ten (10) days** written notice.

ARTICLE 11
DISPUTE RESOLUTION

11.1
Any Claim or Dispute between County and CMAR shall be resolved in accordance with the provisions set forth in this **Article 11 and the UGCs**.

11.2
Except as otherwise specifically set forth herein, County and CMAR shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of, or relates to, this Contract

ARTICLE 12
TERMINATION OR SUSPENSION

12.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE

12.1.1
Prior to the execution of the GMP Proposal, County may terminate this Contract upon not less than **seven (7) calendar days** written notice to CMAR for County's convenience and without cause, and CMAR may terminate this Contract, upon not less than **seven (7)**

calendar days written notice to County, for the reasons set forth in the UGCs.

12.1.2
In the event of termination of this Contract pursuant to **Paragraph 12.1.1**, CMAR shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall CMAR's compensation under this **Article 12** exceed the compensation set forth in **Section 4.1**.

12.1.3
If County terminates this Contract pursuant to **Paragraph 12.1.1** after the commencement of the Construction Phase but prior to the execution of the GMP Proposal, County shall pay to CMAR an amount calculated as follows, which amount shall be in addition to any compensation paid to CMAR under **Paragraph 12.1.2**:

.1 Take the Cost of the Work incurred by CMAR to the date of termination;

.2 Add CMAR's Fee computed upon the Cost of the Work to the date of termination at the rate stated in **Section 5.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by County for Construction Phase services.

12.1.4
County shall pay CMAR fair compensation, either by purchase or rental at the election of County, for any equipment owned by CMAR which County elects to retain and which is not otherwise included in the Cost of the Work under **Paragraph 12.1.3.1**. To the extent that County elects to take legal assignment of subcontracts and purchase orders (including rental agreements), CMAR shall, as a condition of receiving the payments referred to in this **Section 12.1**, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of CMAR, as County may require for the purpose of fully vesting in County the rights and benefits of CMAR under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by CMAR will contain provisions allowing for assignment to County as described above.

12.1.5
If County accepts assignment of subcontracts, purchase orders or rental agreements as described above, County will reimburse or indemnify CMAR for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if this Contract had not been terminated. If County chooses not to accept assignment of any subcontract, purchase order or rental agreement

that would have constituted a Cost of the Work had this Contract not been terminated, CMAR will terminate the subcontract, purchase order or rental agreement and County will pay CMAR the costs necessarily incurred by CMAR because of such termination.

12.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE

Following execution of the GMP Amendment and subject to the provisions of this **Section 10.2**, this Contract may be terminated as provided in the UGCs.

12.2.1

If County terminates this Contract after execution of the Guaranteed Price Amendment, the amount payable to CMAR pursuant to **UGCs 14.2 and 14.4** shall not exceed the amount CMAR would otherwise have received pursuant to **Paragraphs 12.1.2 through 12.1.3**.

12.2.2

If CMAR terminates this Contract after execution of the GMP Amendment, the amount payable to CMAR under **UGC 14.1.3** shall not exceed the amount CMAR would otherwise have received under **Paragraphs 12.1.2 through 12.1.3**, except that CMAR's Fee shall be calculated as if the Work had been fully completed by CMAR, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

12.3 SUSPENSION

The Work may be suspended by County as provided in **UGC 14.3**. In such case, the GMP and Contract Time shall be increased as provided in **UGC 14.3.2**, except that the term "profit" shall be understood to mean CMAR's Fee as described in **Section 5.1**.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 MEANING OF TERMS

Terms in this Contract shall have the same meaning as those in the UGCs.

13.2 NO WAIVER OF IMMUNITY

Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

13.3 GOVERNING LAW

This Contract 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 shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

13.4 ASSIGNMENT

County and CMAR, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. CMAR shall not assign this Contract without the written consent of County. If CMAR attempts to make an assignment without County's consent, CMAR shall nevertheless remain legally responsible for all obligations under this Contract.

13.5 OTHER PROVISIONS

13.5.1

CMAR represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

13.5.2 LIQUIDATED DAMAGES

CMAR acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon CMAR's achieving Substantial Completion of the Work within the Contract Time. CMAR further

acknowledges and agrees that if CMAR fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, CMAR shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and CMAR agree as set forth below:

.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **One Thousand Dollars ($ 1,000) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which CMAR has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

.2 County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due CMAR under this Contract. Any liquidated damages not so deducted from any unpaid amounts due CMAR shall be payable by CMAR to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

.3 Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from CMAR all of County's actual damages in connection with the failure by CMAR to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 14
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

14.1
This Contract represents the entire and integrated agreement between County and CMAR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and CMAR.

14.2
The following documents comprise the Contract Documents:

1. This Contract between County and CMAR;
2. Exhibit A – Guaranteed Maximum Price Proposal, if executed by County
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

14.3

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and CMAR;
2. Guaranteed Maximum Price Proposal, if executed by County;
3. Special Conditions or Supplementary Conditions (if any);
4. Williamson County Uniform General Conditions; and
5. all Addenda issued prior to the Effective Date of the Contract between County and CMAR.

ARTICLE 15
SIGNATORY WARRANTY

The undersigned signatory for CMAR hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

CMAR:
Chasco Constructors, Ltd., L.L.C.

By: _____
Signature

Charles J. Glace, Jr.
Printed Name

President
Title

Date Signed: June 1, 2021

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT A

GUARANTEED MAXIMUM PRICE PROPSAL

Chasco Constructors, Ltd., L.L.C. ("CMAR") hereby submits to **Williamson County, Texas** ("County") for the use and benefit County pursuant to the provisions of the **Contract for Construction Manager at-Risk Project Delivery** dated **_____ 2021** ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for the construction of **EXPO Center Various Improvements**, ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

1. Cost of the Work

A not-to-exceed amount for the Cost of the Work pursuant to the Contract:

_____ **Dollars ($)**

2. CMAR's Fee

A fixed sum fee for CMAR's Fee pursuant to the Contract:

_____ **Dollars ($)**

3. Total GMP

The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing the Project complete, in place, and operational in accordance with the Contract Documents. All attached breakdowns shall total this GMP amount.

_____ **Dollars ($)**

CMAR hereby guarantees to County not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement by County.

4. Contract Time

The date for achieving Substantial Completion of the Project shall be

( ) calendar days from the Notice to Proceed with Construction**.**

5. Withdrawal of GMP Proposal

This GMP Proposal may not be withdrawn for a period of **ninety (90) calendar days** from the date of receipt by County.

6. Liquidated Damages

CMAR further agrees to pay, as Liquidated Damages, to County the sum of **One Thousand Dollars ($ 1,000) per calendar day** for failure to complete the work within the Contract Time in accordance with the Contract.

7. Owner's Contingency

A not-to-exceed amount for the Owner's Contingency stated herein for reference:

_____ **Dollars ($)**

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal.

CMAR:

Chasco Constructors, Ltd., L.L.C.

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

COUNTY:

Williamson County, Texas

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

GUIDELINES FOR GMP PROPOSAL PREPARATION

1. CONTRACT REQUIREMENTS:

Provisions of the GMP are defined in **Section 2.2** of the Contract and other related requirements are included throughout the Contract. In the event of irreconcilable conflict between the GMP Proposal and the Contract, the interpretation that provides for the higher quality of material and/or workmanship, in County's sole opinion, shall prevail.

The GMP Proposal shall adopt and incorporate all of the terms and conditions of the Contract. Any exceptions to or modifications of such terms and conditions proposed shall not be effective unless they are expressly stated and conspicuously identified in the GMP Proposal and are specifically accepted and approved by County. In general, proposed revisions or modifications to the language, terms or conditions of the Contract will not be accepted.

2. PRE-SUBMITTAL REQUIREMENTS:

A. Scope Definition: Prior to GMP submittal, CMAR shall thoroughly review the GMP construction document package with County to determine if the Scope is sufficiently defined and identify those areas requiring additional scope definition. As a minimum, the following shall be defined:

1. Program
2. Building size
3. Site limits and access
4. Utility systems (existing and new)
5. Complete building systems descriptions
6. Materials outline by division
7. MEP systems descriptions including materials
8. MEP system options.

B. Estimated Construction Cost: Cost estimates shall be updated concurrently with the construction document development.

C. Schedule: The anticipated Notice to Proceed with Construction and Substantial Completion dates for Construction shall be coordinated and approved by County.

D. Value Engineering (VE): Proposed value engineering items included in the GMP shall be updated from previously submitted value engineering and shall reflect the "final acceptance" of VE items, which are part of the scope of work. The VE schedule shall identify current acceptance and the date of acceptance in an adjacent column. VE items must be resolved and accepted by County prior to GMP submittal.

E. Pre-submittal Conference: The CMAR shall schedule a conference with the Project Manager no later than **one (1) week** prior to submitting the GMP to County. Issues

regarding the required materials to be included in the GMP shall be reviewed so that there is a clear understanding of the format and contents of each division of work to be submitted. The CMAR shall obtain a copy of the "Standard Schedule of Values Format" from County.

3. CONSOLIDATION OF REVIEW COMMENTS:

County, A/E, and Project Manager shall provide review comments. The CMAR shall consolidate all responses to those groups into TAB 8 of the document. Each County comment shall have a corresponding answer directly below the original comment. A reply to each County comment is required even if only a clarification is required. Each reply shall state where in the GMP Proposal the corresponding information may be located.

4. GENERAL REQUIREMENTS:

The GMP Proposal shall be submitted at the phase specified by County. The GMP Proposal shall be submitted in the format described below. Proposals substantially deviating from the organization's format will be returned to the CMAR for re-submittal. Proposals not in compliance with the format, which result in substantial delay, will be the responsibility of the CMAR and may not extend the construction duration or substantial completion date.

5. GMP PROPOSAL PACKAGE:

The GMP Proposal shall be bound in 3-ring notebook or spiral notebook and entitled "Guaranteed Maximum Price Proposal". Below it the following items shall be shown:

Submittal number (i.e. Submittal #1)
Date of Submittal
Project Name
Project Number

Since several submittal revisions may be submitted, always state which submittal number is currently being submitted.

All pages within each tab shall be numbered.

The proposal shall be organized in the order described below:

TABLE OF CONTENTS

List all the following items. Provide a brief summary of the major components within each Tab.

TAB 1 – Guaranteed Maximum Price Proposal

- Refer to the GMP Proposal document herein above. Type in the cost amounts and sign, date and seal the form.
- In addition to the bound notebooks, provide two (2) loose original executed copies. (Do not bind into spiral notebooks.)
- Do not alter any language from the original document without prior approval from County.
- Do not electronically alter the document.
- Each line item cost must exactly match the corresponding cost summary shown on the TAB 6 GMP Proposal Cost Breakdown.
- Provide a Corporate Resolution or Articles of Organization, stating individual's authorization to execute contracts on behalf of the corporation, for any individual signing the GMP, who is not the President or CEO of the firm.

TAB 2 - Executive Project Summary

- State any amended services or scope changes included in the Proposal.
- Provide a brief project summary defining the scope of work associated with the construction phase of work included in this GMP Proposal.
- Include the description of building type, size, character and general materials.
- Summarize any relationship with existing structures, unusual site conditions, utility issues, or conditions effected by other governmental agencies (i.e. right-of-way issues)
- State the anticipated Notice to Proceed with Construction date and Substantial Completion date.

TAB 3 - Project Team

- List the various teams and the team members, in graphic and written form, for including names, titles, job responsibilities, and contact information.
- Identify all consultants.

TAB 4 - List of Documents

- Drawings Index – provide detailed listing of each sheet number, sheet title, original date of drawing, revised date of drawing
- Specification Index:
- Provide a detailed listing of each specification section required by County as identified in the Contract.
- Provide a detailed listing of all other spec sections describing the project.
- Specifications shall be organized by CSI Division format. State the name, original date of issue, and a column for revision date.

TAB 5 - Qualifications and Value Engineering

- Qualifications – A summary of all qualifications and assumptions organized by drawing sheet number or by specification sections to match those in TAB 4.

- Exclusions – A summary of exclusions organized by drawing sheet number or by specification section.
- Substitutions – A summary of substitutions to materials or systems described by drawing sheet number or by the specifications listed in TAB 4. Organize by specification section.
- Value Engineering Recommendations - List all items proposed to date and for each item identify if the item is accepted by County and included in the GMP. State the date of acceptance. In addition, identify those VE items not currently accepted. State if the price is good for a limited time period.

TAB 6 - GMP Proposal Cost Breakdown

- Provide an Estimated Construction Cost breakdown on the Standard Schedule of Values Format for Cost of the Work based on anticipated subcontracts, organized by CSI Division format, Cost of the Work and CMAR's Fee.
- The CMAR shall provide a detailed initial Total Project Construction Cost Estimate using standard estimating industry practices, utilizing the CSI Division format, with any additional cost breakdown as required by the Project Manager.

TAB 7 - Master Project Schedule (Summary Level)

- The Summary Level schedule shall be submitted electronically with the GMP Proposal.
- Summary Schedule Requirements
- The schedule shall comply with the requirements of and shall form the basis for the "Detail" schedule, which shall be submitted within **sixty (60) calendar days** following Notice to Proceed with Construction for Construction Services.
- The schedule shall be a computer-generated CPM schedule.
- The schedule shall be presented in "bar chart" form and contain detailed activities for all events and milestones included in Pre-construction (Part I) Services
- The schedule shall include detailed, logic driven activities for all Construction Service activities scheduled to commence during the first **ninety (90) calendar days** following the Notice to Proceed with Construction. The remaining construction activities (those commencing after the first **ninety (90) calendar days**) may be summarized by trades and may have longer durations than the "detailed" activities mentioned above.

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

1. All policies of insurance provided by Contractor must comply with the requirements of this Exhibit, the Contract Documents, and the laws of the State of Texas.

2. Contractor shall provide and maintain, until the Work covered in the Contract is completed and accepted by County, the minimum insurance coverages 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 County.

TYPE OF COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	**$ 1,000,000** per Accident
Bodily Injury by Disease	**$ 1,000,000** per Employee
	$ 1,000,000 aggregate Policy Limit

Comprehensive General Liability
(including completed operations and contractual liability insurance for bodily injury, death, or property damages)

Comprehensive General Liability	**$ 1,000,000** per Occurrence
	$ 2,000,000 aggregate Policy Limit

Comprehensive Automobile and Auto Liability Insurance
(covering owned, hired, leased, and non-owned vehicles)

Bodily injury (including death)	**$ 1,000,000** per Person
	$ 1,000,000 per Occurrence
Property Damage	**$ 1,000,000** per Person
	$ 1,000,000 per Occurrence
	No aggregate Policy Limit

Builder's Risk Insurance (all risks)
An all risk policy, 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 Contractor and shall name its Subcontractors as additional insureds. County shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

A. 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.

Flood insurance
(when specified in Supplementary General Conditions or Special Conditions.

Umbrella Coverage **$ 5,000,000**

Workers' Compensation Insurance

A. Definitions:

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 Project.

Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by County.

Coverage - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

Persons providing services on the Project ("Subcontractor") - includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with 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 on the Project. "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 Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. 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 Contractor providing services on the Project, for the duration of the Project.

C. Contractor must provide a certificate of coverage prior to execution of the Contract, 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.

D. If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the Project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with County showing that coverage has been extended.

E. Contractor shall obtain from each person providing services on a project, and provide to County:

(1) a certificate of coverage, prior to that person beginning work on the Project, so County will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) no later than **seven (7) calendar days** after receipt by 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 Project.

F. Contractor shall retain all required certificates of coverage for the duration of the Project and for **one (1) year** thereafter.

G. Contractor shall notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

H. Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all

persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(1) 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, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

(2) provide to Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

(3) provide Contractor, prior to the end of the coverage period, 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 Project;

(4) obtain from each other person with whom it contracts, and provide to Contractor:

a. a certificate of coverage, prior to the other person beginning work on the Project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for **one (1) year** thereafter;

(6) notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by **Paragraphs (1)-(7)**, with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing the Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to County that all employees of Contractor who will provide services on the Project will be covered by workers' compensation

coverage for the duration of the Project, 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 Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles County to declare the Contract void if Contractor does not remedy the breach within **ten (10) calendar days** after receipt of notice of breach from County.

3. If insurance policies are not written for the amounts specified in this section, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

4. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Contract, 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.

5. County shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this section.

6. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **seventy-five thousand dollars ($ 75,000)** in Contractor's insurance must be declared and approved in writing by County in advance.

EXHIBIT C

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 County will only cover costs associated with travel on vendors outside a **fifty (50)-mile radius** from Williamson County, Texas.

2.2 County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of **fifty ($50) per day** on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of **twenty ($20) per day**. The travel must be outside the Williamson County, Texas line by a **fifty (50)-mile radius**.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to **3.2**). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a **fifty (50)-mile radius** of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a **fifty (50)-mile radius** of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single

room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 County will only reimburse up to a coach price fare for air travel.

5.2 County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a **fifty (50)-mile radius**.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its

contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expenses

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards

10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries, and service

10.11 Transportation/mileage to places of entertainment or similar personal activities

10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available

10.14 Excessive weight baggage fees or cost associated with more than two airline bags

10.15 Auto repairs

10.16 Babysitter fees, kennel costs, pet, or house-sitting fees

10.17 Saunas, massages, or exercise facilities

10.18 Credit card delinquency fees or service fees

10.19 Doctor bills, prescription and other medical services

10.20 Hand tools

10.21 Safety Equipment (hard hats, safety vests, etc.)

10.22 Office Supplies

10.23 Lifetime memberships to any association

10.24 Donations to other entities

10.25 Any items that could be construed as campaigning

10.26 Community outreach items exceeding $2 per item

10.27 Technology Fees

10.28 Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

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2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
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9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor 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 the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b) A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, 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, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3

If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents 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 Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5

If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "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 CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE 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.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4
The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1
By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2
All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1
The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8
The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9
Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10
When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the work from any cause, including without limitation any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). 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 Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2
Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3
The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4
Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS
The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7

The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9

When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10

The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1

The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of **ten percent (10%)** of the Contract Sum or **ten percent (10%)** of the GMP for Construction Manager At-Risk Contracts for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9

Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.

Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.

When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12

Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1

Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2

If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3

If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5

If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1

one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents 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.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2
The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3
If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1
The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3 of the Contract**.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents 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.

Commissioners Court - Regular Session **45.**

Meeting Date: 06/08/2021

DOI Projects and Issues

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/20/2021 09:16 AM
Form Started By: Vicky Edwards		Started On: 05/19/2021 12:20 PM
Final Approval Date: 05/20/2021		

Commissioners Court - Regular Session **46.**

Meeting Date: 06/08/2021

Proposed amendments to the Williamson County Subdivision Regulations

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on setting the date of June 22, 2021 at 10:00 AM to consider and take action on proposed amendments to the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code and authorize publishing notice of same in the Williamson County Sun.

Background

A virtual public meeting and comment period for the proposed amendments took place from April 28, 2021 to May 19, 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 11:58 AM
Form Started By: Kelly Murphy		Started On: 06/03/2021 11:08 AM
Final Approval Date: 06/03/2021		

Commissioners Court - Regular Session **47.**

Meeting Date: 06/08/2021

CR 129 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 Commissioner (THC), required as part of the Due Diligence Environmental Investigations on the CR 129 project, a Road Bond Project in Commissioner Pct. 4 (P375).

Background

This permit application requests the approval of pedestrian survey, with surface and subsurface investigations as necessary based on field conditions, on CR 129, needed to satisfy Environmental Due Diligence requirements. 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

Attachments

CR129-THC-AntiquitiesPermit-App

CR129-THC-AntiquitiesPermit-Scope

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 11:25 AM
Form Started By: Marie Walters		Started On: 05/05/2021 03:31 PM
Final Approval Date: 06/03/2021		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Intensive Archaeological Survey of the County Road 129 Safety Improvement Project
County (ies) Williamson County
USGS Quadrangle Name and Number *Pflugerville East, TX* (3097-244) and *Coupland, TX* (3097-133)
UTM Coordinates Zone 14 E 643952.25 N 3373298.46
Location Norman Crossing (see attached maps).
Federal Involvement ❑ Yes ✓ No
Name of Federal Agency
Agency Representative

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Bill Gravell, Jr., County Judge
Address 710 S. Main Street, Ste. 101
City/State/Zip Georgetown, TX 78664
Telephone (include area code) Ph: (512) 943-1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor NA
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Michael J. Retter
Affiliation SWCA Environmental Consultants
Address 4407 Monterey Oaks, Bldg 1, Suite 110
City/State/Zip Austin, Texas 78748
Telephone (include area code) (512) 476-0891 Email Address mretter@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork May 2021
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) SWCA will conduct an intensive pedestrian survey with subsurface testing as necessary based on field conditions (please refer to the attached Scope of Work.)

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA Environmental Consultants
Permanent Curatorial Facility Center for Archaeological Studies, Texas State University, San Marcos

IV. LAND OWNER'S CERTIFICATION

I, Judge 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 04-23-2021

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 _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

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4407 Monterey Oaks Boulevard
Building 1, Suite 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

PROPOSED SCOPE OF WORK FOR AN INTENSIVE ARCHAEOLOGICAL INVESTIGATION OF THE COUNTY ROAD 129 SAFTEY IMPROVEMENT PROJECT, WILLIAMSON COUNTY, TEXAS

Project Landowner – Williamson County
Project Sponsor – Williamson County
Project Consultant – SWCA Environmental Consultants
Principal Investigator – Michael J. Retter, M.A.
Date – April 23, 2021

INTRODUCTION

At the request of Garver, LLC, SWCA Environmental Consultants (SWCA) proposes to conduct an intensive cultural resources survey of approximately 0.47 miles (0.76 kilometers [km]) of roadway in support of the County Road (CR) 129 Safety Improvements Project (project) (Figure 1). The project consists of improvements to the road, associated drainage, driveway connections, signing, and pavement markings. Because the project involves lands owned or controlled by Williamson County (a subdivision of the state), the project will be subject to review under the Antiquities Code of Texas (ACT), and the archaeological field investigation will require a Texas Antiquities Permit; therefore, the investigations proposed below are designed to comply with the requirements of the ACT. Based on the current project understanding, no federal regulatory compliance is anticipated. Based on a review of the project area soils, geology, and previously recorded archaeological sites, as well as previously conducted surveys in the area, SWCA proposes to conduct an intensive pedestrian survey with subsurface testing of the project area. The goal of the work will be to locate any previously recorded prehistoric and historic-age archaeological sites in the project area, locate any previously undiscovered archaeological sites in the project area, establish vertical and horizontal site boundaries, as appropriate with regard to the project area, and evaluate the significance and eligibility of any site recorded in the project area for eligibility for listing in the National Register of Historic Places (NRHP) and for designation as a State Antiquities Landmark (SAL). All work will be conducted in accordance with the ACT.

Project Description

The project area appears on the northeast portion of the *Pflugerville East, Texas* (3097-244) and the northwestern portion of the *Coupland, Texas* (3097-133) U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle maps. The project area is located approximately 0.21 miles (0.34 km) south of Brushy Creek and approximately 0.2 miles (0.32 km (0.2 mile) north of the Williamson County line. The project area consists of the expansion of a two-lane rural asphalt road from approximately 10-foot-wide (3.04 m-wide) lanes without shoulders to two 12-foot-wide (3.65 m) lanes with 4-foot-wide (1.29 m) shoulders on each side, safety improvements to drainage elements, driveway connections, signing, and pavement markings. The proposed project area is 0.52 miles (0.84 km) south of Norman Crossing, Texas, along the southern periphery of Williamson County (Figure 2). The project area is currently situated in residential and agricultural fields, and the existing CR 129 roadway and right-of-way occupy the vast majority of the project area (see Figure 2).

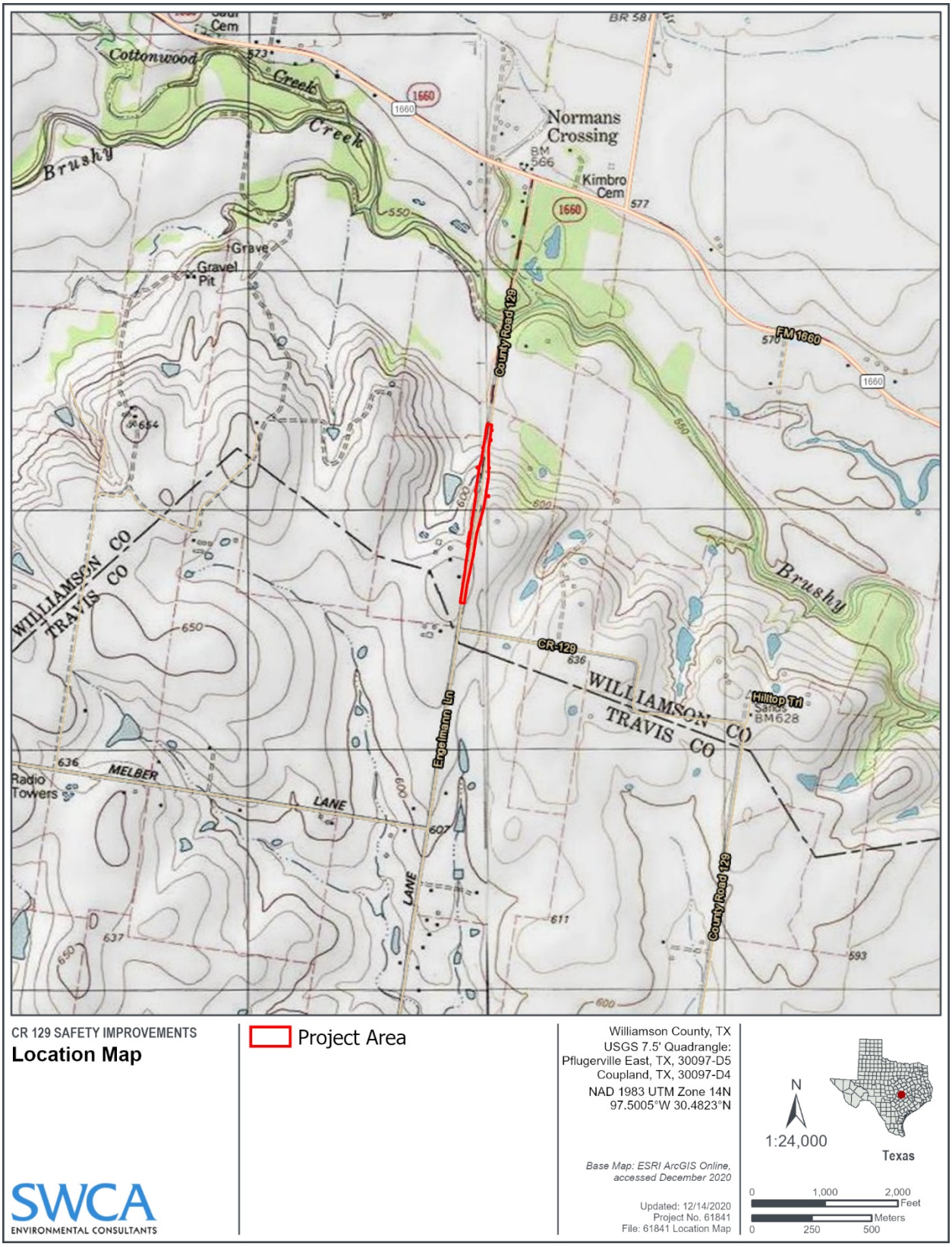

Figure 1. Project location map.

Figure 2. Project area overview map.

PROJECT SETTING

The project alignment crosses the Northern Blackland Prairie subregion within the Texas Blackland Prairies ecoregion (Griffith et al. 2007). The physiography of the area is described as lightly to moderately dissected irregular plains with low to moderate gradient streams with silty, clayey, and sandy substrates (Griffith et al. 2007:63).

Geology

The underlying geology throughout the project area consists entirely of Cretaceous-age Pecan Gap Chalk (Figure 3) (Barnes 1974; USGS 2020a). The Pecan Gap Chalk consists predominantly of chalk in the lower parts of the rock unit grading upwards to a chalky marl. This marl consists of a microangular calcite in a clay matrix with well-rounded quartz grains. This formation lies in beds up to 200 feet (61 m) thick, which grade laterally in some places to marl (USGS 2020a). Given the age of this formation, there is virtually no potential to contain buried archaeological resources.

Soils

According to the Natural Resources Conservation Service (2020), there are four soil series mapped within the project area including the Ferris-Heiden complex, 5 to 15 percent slopes, moderately eroded, Houston Black clay, 1 to 3 percent slopes, Houston Black clay, 3 to 5 percent slopes, moderately eroded, and Oakalla silty clay loam, 0 to 2 percent slopes, occasionally flooded (Table 1; see Figure 3).

The Ferris-Heiden complex consists predominantly of the Ferris (48%) soil series, and to a lesser extent, the Heiden (32%) soil series. These soils consist of deep, well-drained soils that formed in clayey residuum weathered from calcareous mudstone. This complex occurs on gently sloping to moderately steep footslopes, shoulders of interfluves, and backslopes of side slopes of ridges on dissected plains.

The Houston Black soil series consists of very deep, moderately well-drained soils that formed in clayey residuum derived from Cretaceous-aged mudstone. This soil occurs on interfluves and side slopes on upland ridges and plain on dissected plains.

Finally, the Oakalla soil series consists of very deep, well-drained soils that formed in loamy alluvium derived from Cretaceous-aged limestone. These soils occur on nearly level to gently sloping floodplains on perennial streams in river valleys. Due to the age, physical characteristics of these soils, as well as the landforms on which they occur, the project has little potential to contain deeply buried archaeological materials.

Table 1. Project Area Soils

Name	Symbol	Acres	Percentage
Ferris-Heiden complex, 5 to 15 percent slopes	FhF2	3.75	68.3
Houston Black clay, 1 to 3 percent slopes	HoB	0.94	17.1
Houston Black clay, 3 to 5 percent slopes	HoC2	0.78	14.3
Oakalla silty clay loam, 0 to 2 percent slopes	OaA	0.02	0.3

Source: Natural Resources Conservation Service (2020).

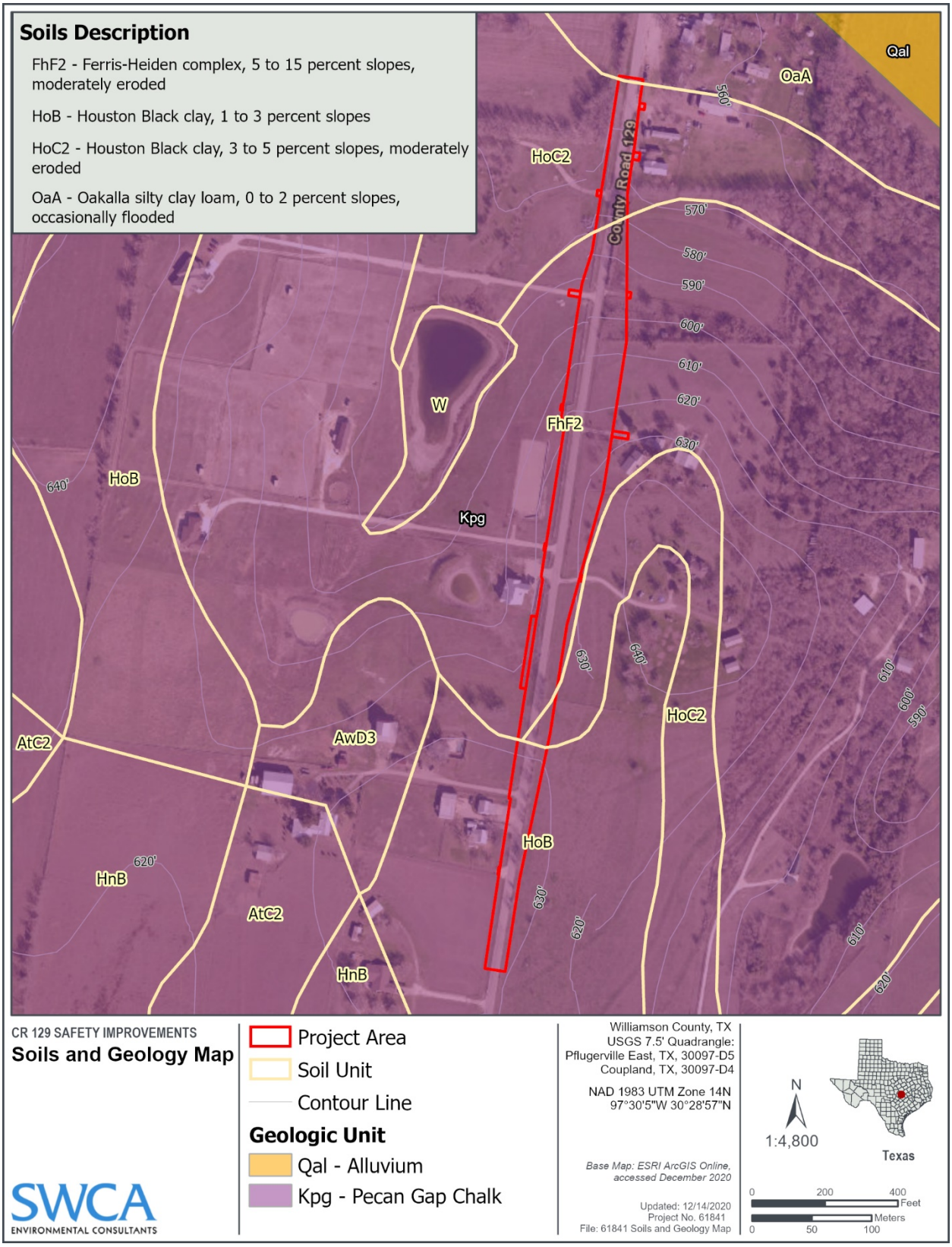

Figure 3. Project area soils and geology map.

BACKGROUND REVIEW

An SWCA archaeologist researched the Texas Archeological Sites Atlas (Atlas), a restricted, online database maintained by the Texas Historical Commission (THC) and the Texas Archeological Research Laboratory, for any previously recorded surveys and historic or prehistoric archaeological sites located in or within 1.0 km (0.6 mile) of the project area (THC 2020). In addition to identifying previously recorded archaeological sites, the Atlas review includes the following types of information: NRHP districts and properties, SALs, Official Texas Historical Markers, Registered Texas Historic Landmarks, cemeteries, and local neighborhood surveys. Listings in Atlas are limited to projects under purview of the ACT or the NHPA; therefore, the Atlas does not necessarily list all previous work conducted within a specific area. However, SWCA made a concerted effort to obtain reports for all previous cultural resources work conducted in the project area. The background review revealed that the proposed project area has not been previously investigated for cultural resources (Figure 4) (THC 2020). Two cultural resources surveys and four archaeological sites are located within a 1.0-km (0.6-mile) radius of the project area (see Figure 4) (THC 2020). Additionally, the historical map review revealed 23 potentially historic-age structures within a 1.0-km (0.6-mile) radius of the project area, three of which are immediately adjacent to (within 300 feet [106.7 m]) the current project area (Figure 5) (USGS 2020b).

Previous Cultural Resources Surveys

Two previously conducted cultural resources surveys were conducted within the 1.0-km (0.6-mile) radius around the project area, one of which was an area survey of two parcels and the other was a linear survey. The area survey was conducted in 1982 on two parcels located north of Brushy Creek with Soil Conservation Services noted as the project sponsor. The linear survey has no associated information detailed on the Atlas regarding the project. No further information is available regarding these surveys (THC 2020.)

Previously Recorded Archaeological Sites

Four archaeological sites (i.e., 41WM1382, 41WM779, 41WM13, and 41WM755) were identified within the 1.0-km (0.6-mile) radius of the project area, none of which are immediately adjacent to the project area. These sites are located near the northern periphery of the radius boundary, near or adjacent to Brushy Creek. Among these four sites, three are prehistoric sites (i.e., 41WM1382, 41WM779, and 41WM13) and one is a multicomponent site (41WM755) consisting of both a prehistoric and a historic component.

Site 41WM755 is located on the western side of CR 129 approximately 426.9 feet (130.1 m) from the Brushy Creek bridge on the northern bank of Brushy Creek. The site is defined as a large multicomponent site measuring approximately 200×200 feet (61×61 m) and yielded surface artifacts (glass and cans) dating to the early twentieth century and prehistoric subsurface artifacts (approximately 3.3 feet [1.0 m] deep) including burned rock, charcoal flakes, and mussel shell.

Site 41WM13 is located approximately 0.31 miles (0.50 km) north of the project area and is situated in a plowed field on the northern bank of a bend of Brushy Creek. The site is a large open campsite measuring approximately 1 acre in size and was investigated in 1959 and 1988. The initial investigation consisted of a surface inspection only; two dart point fragments, flakes, and cores were observed. Although no subsurface investigation was conducted in 1959, the property owner mentioned recovering cultural material approximately 6 feet (1.8 m) deep. In 1988, subsurface investigations resulted in the recording of burned rock and snail shell at approximately 3.3 feet (1.0 m) below the surface near the creek. However, road and bridge construction were noted to have impacted the site. This site is recommended not eligible for the NRHP (THC 2020).

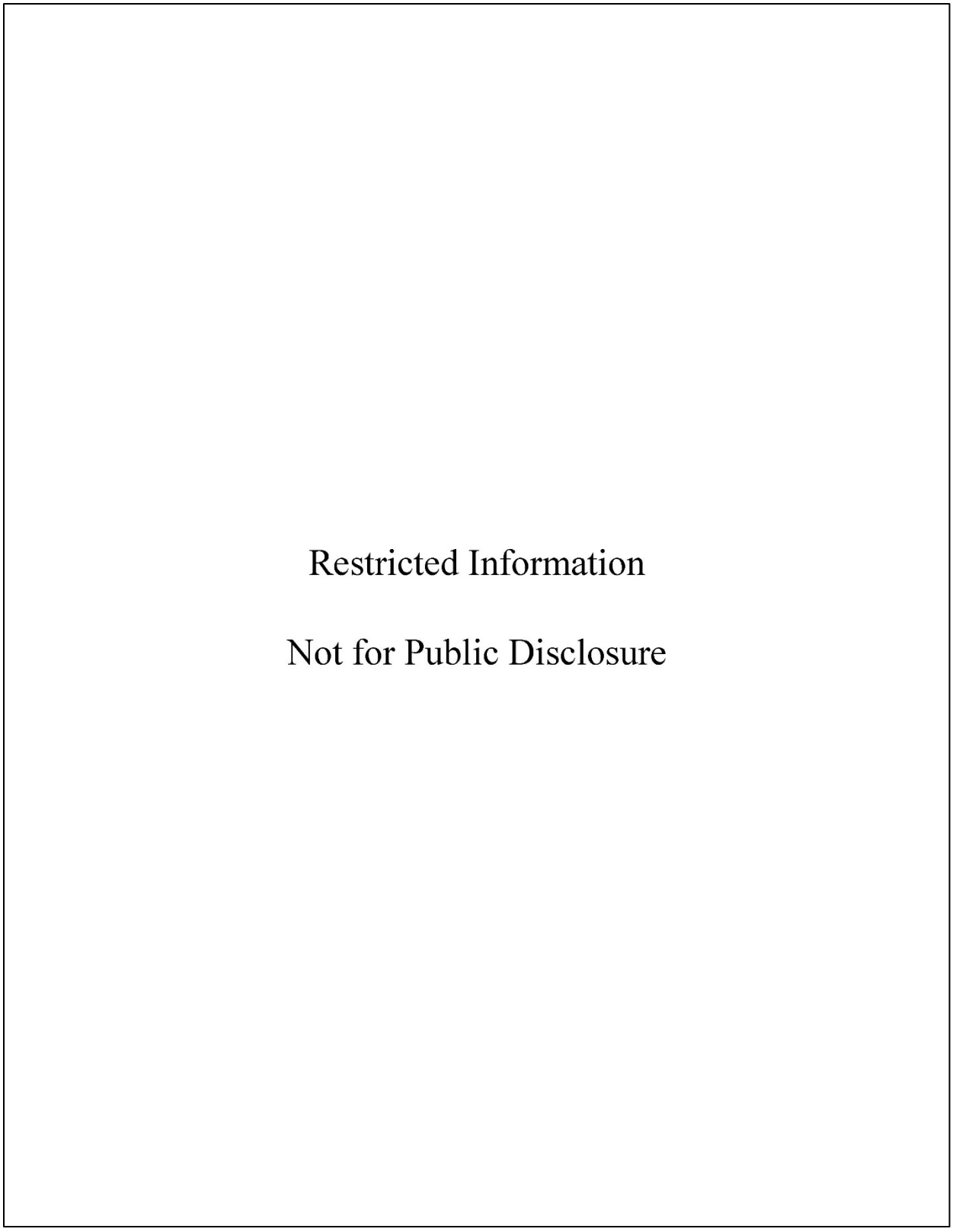

Figure 4. Background review results map.

Site 41WM779 is defined as a prehistoric open camp site located in a plowed field approximately 352.4 feet (107.4 m) south of the southern bank of Brushy Creek. The site measures approximately 200×430 feet (61×131 m) and was assessed through a pedestrian survey, noting the presence of burned rock, lithic debitage, and mussel shell. No subsurface investigation was conducted, and no recommendations were provided (THC 2020).

No information was available on the Atlas regarding site 41WM1382 (THC 2020).

Camino Real de los Tejas

Two routes for the Camino Real de los Tejas National Historic Trail intersect with the 0.6-mile (1.0-km) radius of the project area, one of which intersects the project area. *Camino Reales* or "Royal roads" were routes that connected the Spanish empire to Mexico City. Camino Real de los Tejas was the primary overland route for the Spanish colonization of Texas and northwestern Louisiana (National Park Service 2020).

Historical Map Review

The historical map review revealed three potentially historic-age structures adjacent to (within 300 feet [107 m]) the project area, two of which are extant (see Figure 5) (Foster et al. 2006; USGS 2020b). An additional 23 potentially historic-age structures were identified within a 0.6-mile (1-km) radius surrounding the project area (USGS 2020b). All structures are depicted on the 1950 *Elgin* and 1968 *Pflugerville East* USGS topographic quadrangle maps, most of which are restricted to the periphery of the 0.6-mile (1-km) radius surrounding the project area (see Figure 5) (Foster et al. 2006; USGS 1950, 1968, 2020b). Current aerial imagery indicates that some of these structures are extant.

PROPOSED SCOPE OF WORK

Once an Antiquities Permit has been obtained, SWCA will conduct an archaeological field survey of the 0.47-mile-long (0.76-km) project area. The field survey will be performed by a team of two SWCA archaeologists walking the proposed project area. SWCA will incorporate approximately 100-foot-wide (30-m-wide) transects with archaeologists examining the ground surface for artifacts and features. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. Subsurface explorations will be accomplished through shovel testing. The placement and quantity of these excavations will depend on the level of disturbance within the proposed project boundary and the nature of the soils, geology, and topography.

Shovel tests will be approximately 12 inches (30 centimeters [cm]) in diameter and excavated in arbitrary 8-inch (20-cm) levels to 31 inches (80 cm) below surface or culturally sterile deposits, whichever comes first. The matrix will be screened through ¼-inch mesh. The location of each shovel test will be plotted using a sub-meter accurate global positioning system (GPS) receiver, and each test will be recorded on appropriate project field forms. Shovel tests will be excavated according to THC standards. For linear projects, at least one shovel test per 100 m (328 feet) should be excavated within a 30 m (98-foot) corridor. The majority of the project corridor is less than 30 m (98 feet), except for an approximately 240-m-long (787-foot-long) segment near the middle of the project, which expands to a maximum of 45-m-wide (148-feet-wide). This expanded segment will require another transect of shovel tests. Any deviations from these standards will be clearly discussed and explained in the resulting report for the investigation. Based on these standards, a minimum of 11 shovel tests will be required for this project. If the shovel testing indicates the potential for cultural deposits deeper than 31 inches (80 cm) below surface, SWCA will make recommendations for any areas that would require deep testing (i.e., backhoe trenching) if

future impacts from the proposed project are anticipated to be deeper than 31 inches (80 cm) below surface.

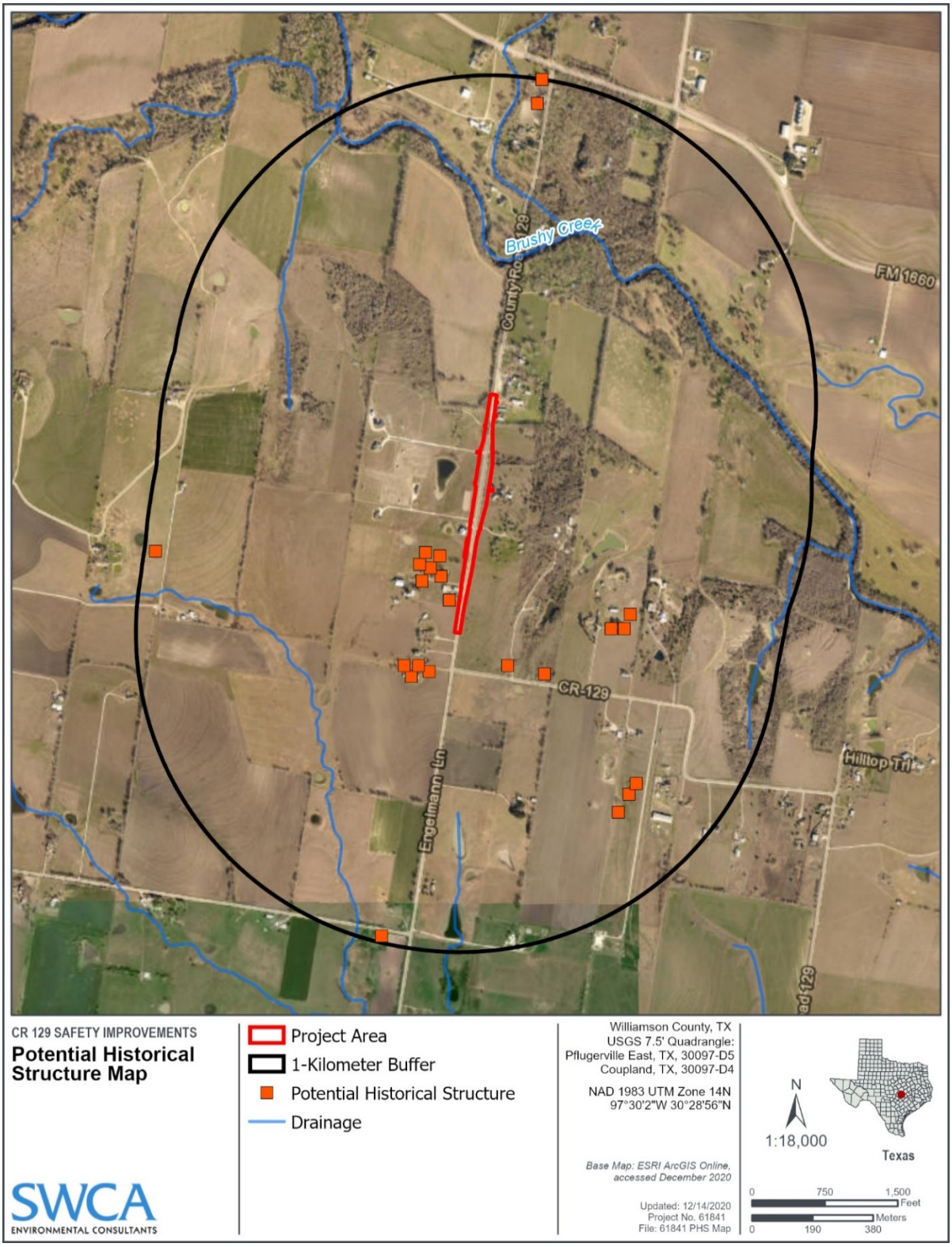

Figure 5. Potential historical structures within 1 km (0.6 mile) of the project area.

Site Documentation

If an archaeological site is encountered during the investigation, it will be explored as much as possible with consideration to land access constraints. All recorded sites will be mapped in detail and plotted on USGS 7.5-minute topographic quadrangle maps with a hand-held, sub-meter accurate GPS unit and appropriate project maps for planning purposes. All discovered sites will be assessed regarding potential significance so that recommendations can be made for property management (i.e., avoidance, non-avoidance, or further work). Additional shovel tests will be conducted per THC standards at discovered sites to define horizontal and vertical boundaries. Appropriate State of Texas Archaeological Site Data Forms will be filled out for each site discovered during the investigation.

SWCA proposes a non-collection survey. Artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field. This policy will reduce curation costs once the fieldwork is concluded; however, as per the stipulations of the Antiquities Permit, all paperwork and photographs generated during the field investigation must be curated at an approved repository.

Reporting and Curation

SWCA will prepare a draft report of the investigation within 2 weeks of completion of the field survey. The archaeological report will conform to THC and Council of Texas Archeologists reporting standards. The report will document the general nature of the project area, the methodology used in the investigation, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of the cultural resources regarding future development and SAL status.

SWCA will submit a digital draft copy of the report to Williamson County for review and comment. Once this has been accomplished, SWCA will incorporate any appropriate edits and will submit a final draft report to the THC for review and comment. As part of completing Antiquities Permit requirements, SWCA will furnish two electronic copies of the final report on a tagged PDF formatted CD, as well as project area shapefiles, to the THC, complete an Abstracts in Texas Contract Archeology Summary form and abstract text on-line, and furnish 11 hard copies of the report (without site information, if any) to the university-based libraries and archaeological research facilities around the state. Field records and artifacts, if collected, will be curated at an approved curatorial facility which, in this case, is the Center for Archaeological Research at The University of Texas at San Antonio, per requirements of the ACT.

REFERENCES

Barnes, Virgil E.

1974 Geologic Atlas of Texas, Austin Sheet. Bureau of Economic Geology, The University of Texas at Austin.

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

Griffith, Glenn E., Sandy A. Bryce, James M. Omernik, and Ann C. Rogers

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2020 Web Soil Survey. U.S. Department of Agriculture. Available at: http://websoilsurvey.nrcs.usda.gov. Accessed December 2020.

Texas Historical Commission (THC)

2020 Texas Archeological Site Atlas, restricted database. A joint venture of Texas Historical Commission and Texas Archeological Research Laboratory. Available at: http://atlas.thc.state.tx.us. Accessed December 2020.

U.S. Geological Survey (USGS)

1950 *Elgin, TX* [map]. 1:62,500, 7.5-Minute Series topographic quadrangle. U.S. Department of the Interior, U.S. Geologic Survey, Washington D.C.

1968 *Pflugerville East, TX* [map]. 1:24,000, 7.5-Minute Series topographic quadrangle. U.S. Department of the Interior, U.S. Geologic Survey, Washington D.C.

2020a Pocket Texas Geology. Available at: https://txpub.usgs.gov/txgeology/. Accessed December 2020.

2020b The National Geologic Map Database (TopoView). Historical topographic map collection. Available at: http://ngmdb.usgs.gov/maps/TopoView/. Accessed December 2020.

Commissioners Court - Regular Session **48.**

Meeting Date: 06/08/2021

On-Call Materials Testing Contract Assignment - PaveTex to Atlas

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Assignment between PaveTex Engineering, LLC as assignor, and Atlas Technical Consultants LLC, as assignee, in relation to that certain Williamson County Contract for Materials Testing & Geotechnical Engineering Services dated effective April 23, 2020 regarding 2019 Road Bond Program "on-call". Project: As needed. Funding Source: Road Bonds.

Background

PaveTex Engineering, LLC has been acquired by Atlas Technical Consultants LLC effective as of April 1, 2021. The Consent to Contract Assignment will complete the transition process by transferring the 2019 Road Bond On-Call Materials Testing Contract executed April 23, 2020 from PaveTex to Atlas.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ConsentContractAssignment_PaveTex-Atlas

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 11:50 AM
Form Started By: Marie Walters		Started On: 06/03/2021 10:06 AM
Final Approval Date: 06/03/2021		

DocuSign Envelope ID: 66D6253A-8BBE-4C81-8DD6-4D0E2B24F1C1

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, PaveTex Engineering, LLC (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to Atlas Technical Consultants LLC (hereinafter "Assignee") in the contract(s) described as follows:

> 2019 Road Bond Program "on-Call" Materials and Testing & Geotechnical Engineering Services ("Project"), which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and condition of the Contract as if Assignee was an original party to the Contract.

3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES ("LOSSES"), TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ASSIGNOR, ASSIGNOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ASSIGNOR INCLUDING, WITHOUT LIMITATION, ASSIGNOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ASSIGNOR EXERCISES CONTROL ARISING OUT OF OR RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT.

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5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Consent to Contract Assignment.

8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr., County Judge

Date: _____ _____, 20___

DocuSign Envelope ID: 66D6253A-8BBE-4C81-8DD6-4D0E2B24F1C1

ASSIGNOR:

PaveTex Engineering, LLC

By: DocuSigned by: Marvin Garcia 4F2BC779CA26446...

Printed Name: Marvin Garcia

Title: Senior Vice President

Date: June 2, 2021

ASSIGNEE:

Atlas Technical Consultants LLC

By: DocuSigned by: Marvin Garcia 4F2BC779CA26446...

Printed Name: Marvin Garcia

Title: Senior Vice President

Date: June 2, 2021

Commissioners Court - Regular Session **49.**

Meeting Date: 06/08/2021

Interlocal Agreement- CR 366

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 an Interlocal Agreement Regarding Relocation of Water System Improvements and Operation and Maintenance with the City of Taylor (CR 366 Project).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/02/2021 09:31 PM

Form Started By: Charlie Crossfield Started On: 06/02/2021 01:51 PM

Final Approval Date: 06/02/2021

TRANSMITTAL LETTER

May 17, 2021

TO: Judge Bill Gravell, Jr.
Williamson County

FROM: Dianna Barker, City Clerk
City of Taylor

RE: Interlocal Agreement, Project CR366

Hello,

Attached please find the original copy of the Interlocal Agreement between the City of Taylor and Williamson County regarding the relocation of water system improvements and operation and maintenance on CR366.

After Judge Gravell has signed, please forward a fully executed copy to the City, Dianna.barker@taylortx.gov

If you need anything further, please do not hesitate to contact me.

Thank you,

Dianna

City of Taylor, 400 Porter Street, Taylor, Texas 76574 (512)352-3676
dianna.barker@taylortx.gov

INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS AND OPERATION AND MAINTENANCE

(CR 366 PROJECT)

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS AND OPERATION AND MAINTENANCE AGREEMENT FOR CR 366 ("**Agreement**") is entered into between the City of Taylor, Texas (the "**City**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the City and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the County is and has been in the process of realigning and improving a portion of CR 366 between Mallard Lane and Chandler Road (the "County Project"); and

WHEREAS, some of the proposed CR 366 roadway improvements include the widening of the right-of-way into areas in which the City's water system improvements are located; and

WHEREAS, the parties have determined that, because of the County Project, the relocation of City water lines are necessary (the "Relocation Project"); and

WHEREAS, plans and specifications for the Relocation Project will be obtained and paid for by the City (the "Plans"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate the City's water system improvements in certain segments of the County Project. Further, this Agreement will provide for the operation and maintenance of that portion of CR 366 lying with the Taylor city limits.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
STATEMENT OF INTENT

1.01 General. The purpose of this Agreement is to provide for the County's relocation and construction of City waterline improvements caused by the County Project. Further, this Agreement provides the City to operate and maintain the County Project and the Relocation Project which lies within the Taylor city limits.

1.02 County Relocation of Waterlines. The County will, at its own expense, relocate the City water lines in accordance with the Plans.

1.03 County to Obtain Easements. The Relocation Project shall occur within the new right-of-way of CR 366. The County agrees to acquire at its own expense any necessary easements required for the relocation of City water lines outside of the new right-of-way.

1.04 County/City Obligations. The County shall be responsible for 100% percent all costs related to the construction of the Relocation Project. The City shall remit to the County $200,000 after the Relocation Project is complete. Any funds being due to the County shall be paid within thirty (30) days thereafter be remitted to the County.

1.05 Continuation of Service. The County agrees that the Relocation Project shall be undertaken so as to minimize any disruption of water service to existing customers of the City and will not result in the permanent loss of water service to any such customers.

1.06 Authorization to Construct and Utilize Eminent Domain. In addition to the responsibilities regarding the Relocation Project as stated herein, the City hereby agrees to permit the County to construct the County Project within the Taylor city limits, including the right to exercise the power of eminent domain, if needed, to acquire right-of-way related to the county project.

II.
CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the Project. The City shall be solely responsible for all costs associated with the design plans and specifications (the "Plans") for the Relocation project.

2.02 Construction Plans. The City shall submit the Plans related to relocation of the water lines, and any changes or modifications thereto, to the County for review and approval prior to commencing construction.

2.03 Inspection. The City may inspect the physical improvements of the Relocation Project during construction. If the City's inspectors determine that the construction by the County is not in accordance with the approved Plans and upon receipt of such notification from the City, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

2.04 Permits. The City shall be responsible for obtaining permits required for the construction of the Relocation Project.

2.05 Maintenance after Construction. The City agrees to assume the operation and maintenance of the County Project and the Relocation Project after completion of construction.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the Relocation Project to name the City as an additional insured on any policies related to the Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the City for the Relocation Project in amounts satisfactory to the City. The County shall transfer any warranties for the Relocation Project to the City upon final completion and acceptance of the Relocation Project.

III.
DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV.
GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues available to the Party for such purpose.

4.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

4.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.08 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY:
City of Taylor
ATTN: City Manager
400 Porter Street
Taylor, TX. 76574
Telephone: (512) 352-3774

COUNTY:
Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Bill Gravell, Jr.
Telephone: (512) 943-1577

4.09 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.10 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:

Dianna Barker, City Clerk

CITY OF TAYLOR, TEXAS:

By: _____

Printed Name: Brian LaBorde

Title: City Manager

Date: May 13, 2021

ATTEST:

_____
Nancy Rister, County Clerk

WILLIAMSON COUNTY:

By: _____
William Gravell, Jr., County Judge

Date: _____

Commissioners Court - Regular Session **50.**

Meeting Date: 06/08/2021

Reimbursement Agreement with UPRR

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 Reimbursement Agreement - Preliminary Engineering Services with Union Pacific Railroad Company in regard to the Chandler Road project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Reimbursement Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/02/2021 09:32 PM

Form Started By: Charlie Crossfield Started On: 06/02/2021 01:55 PM

Final Approval Date: 06/02/2021

REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES

Effective Date:

Agency: COUNTY OF WILLIAMSON, TEXAS

Estimate: $25,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and AGENCY **(Agency)**.

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (the "Project").

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. NOW THEREFORE, the parties hereto agree as follows:

2. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

3. Notwithstanding the Estimate **(Estimate)**, Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on **Exhibit C**. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless if Agency declines to proceed with the Project or Railroad elects not to approve the Project.

4. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.

5. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

6. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

7. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

8. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

COUNTY OF WILLIAMSON, TEXAS	**UNION PACIFIC RAILROAD COMPANY,** a Delaware Corporation
_____	_____
Signature	Signature
_____	Erik Lewis
Printed Name	Printed Name
_____	Manager I, Engineering - Public Projects
Title	Title

Exhibit A
Project Description and Location

Project Description

County of Williamson, TX proposes to construct a new grade-separated overpass at the location referred to below.

Location

Waco Subdivision

DOT	Crossing Type	Milepost	Street Name
978320D	Public	915.42	Chandler Road

Exhibit B
Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C
Billing Contact Information

Name	Robert B. Daigh, P.E.
Title	Sr. Director of Infrastructure
Address	3151 SE Inner Loop, Georgetown, TX, 78626
Work Phone	(512) 943-3330
Cell Phone	
Email	bdaigh@wilco.org
Agency Project No.	P294

Commissioners Court - Regular Session **51.**

Meeting Date: 06/08/2021

Sam Bass Rd 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 Pleona May for right of way needed on the Sam Bass Road project (Parcels 12, 14 & 15). Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

May Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/02/2021 09:34 PM

Form Started By: Charlie Crossfield Started On: 06/02/2021 02:11 PM

Final Approval Date: 06/02/2021

REAL ESTATE CONTRACT
Corridor H/Sam Bass Road Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by PLEONA MAY (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.096 of an acre (4,191 sq. ft.) tract of land out of the John H. Dillard Survey, Abstract No. 179, in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. (**Parcel 12**); and

All of that certain 0.188 of an acre (8,204 sq. ft.) tract of land out of the John H. Dillard Survey, Abstract No. 179, in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" to be attached. (**Parcel 14**); and

All of that certain 0.156 of an acre (6,772 sq. ft.) tract of land out of the John H. Dillard Survey, Abstract No. 179, in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "C" to be attached. (**Parcel 15**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of SIXTY-FIVE THOUSAND and 00/100 Dollars ($65,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

3.03. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before June 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 Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A-C", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

Pleona May

Address: 4713 Sam Bass Rd
Round Rock, TX 78681

Date: 5-19-21

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 12
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

April 23, 2020

PROPERTY DESCRIPTION FOR PARCEL 12

DESCRIPTION OF A 0.096 ACRE (4,191 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 2.237 ACRE TRACT OF LAND, DESCRIBED AS TRACT I IN A DEED TO PLEONA MAY, RECORDED FEBRUARY 19, 1982 IN VOLUME 867, PAGE 337, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 0.096 ACRE (4,191 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 571.20 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 279+64.05, for the southeast corner of Lot 1, Brushy Bend Park, Section II, Phase II, a subdivision of record in Cabinet C, Slide 123, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described as 3.34 acre tract of land in a deed to Marilyn Carlson Leblanc, recorded in Document No. 20160646528, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being the southwest corner of said remainder of a called 2.237 acre tract;

THENCE N 12°09'45" W, with the common line of said Lot 1 and said remainder of a called 2.237 acre tract, a distance of 580.21 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,170,307.84, E=3,107,789.48) set 16.20 feet right of Sam Bass Road E.C.S 278+45.22 on the proposed south right-of-way line of Sam Bass Road, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 12°09'45" W, departing the proposed south right-of-way line of said Sam Bass Road, continuing with the common line of said Lot 1 and said remainder of a called 2.237 acre tract, crossing at a distance of 13.30 feet the south line of a 25-feet wide Easement for Future Roadway Improvements shown on the said Brushy Bend Park subdivision plat, and continuing for a total distance of 38.95 feet to a 1/2-inch iron rod found on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the northeast corner of said Lot 1, same being the northwest corner of said remainder of a called 2.237 acre tract and the parcel described herein, from which a 1/2-inch iron rod found, for the northeast corner of Lot 1, Block A, Spanish Oak Terrace, Phase One, a subdivision of record in Volume 7, Page 70, P.R.W.C.TX., described in a deed to Klaus D. Kuhlmann and wife, Marianne Kuhlmann, recorded in Volume 657, Page 441, D.R.W.C.TX., same being the northwest corner of said Lot 1, bears N 88°22'19" W, a distance of 306.90 feet;

2) **THENCE** S 88°15'26" E, departing the common line of said Lot 1 and said remainder of a called 2.237 acre tract, with the existing south right-of-way line of said Sam Bass Road, a distance of 96.01 feet to a calculated point, for the northwest corner of a called 2.29 acre tract of land, described in a deed to Pleona May, recorded in Volume 685, Page 109, D.R.W.C.TX., same being the northeast corner of said remainder of a called 2.237 acre tract and the parcel described herein;

3) **THENCE** S 09°23'28" E, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said 2.29 acre tract and said remainder of a called 2.237 acre tract, crossing at a distance of 29.22 feet the south line of said 25-feet wide Easement for Future Roadway Improvements, and continuing for a total distance of 48.83 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 17.53 feet right of Sam Bass Road E.C.S 279+39.21 on the proposed south right-of-way line of said Sam Bass Road, for the southeast corner of the parcel described herein, said point being the beginning of a curve to the right;

4) **THENCE** departing the common line of said 2.29 acre tract and said remainder of a called 2.237 acre tract, with the proposed south right-of-way line of said Sam Bass Road and said curve to the right, over and across said remainder of a called 2.237 acre tract, an arc distance of 96.71 feet, through a central angle 08°57'05", having a radius of 619.00 feet, and a chord that bears N 82°15'29" W a distance of 96.61 feet to the **POINT OF BEGINNING,** and containing 0.096 acre (4,191 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

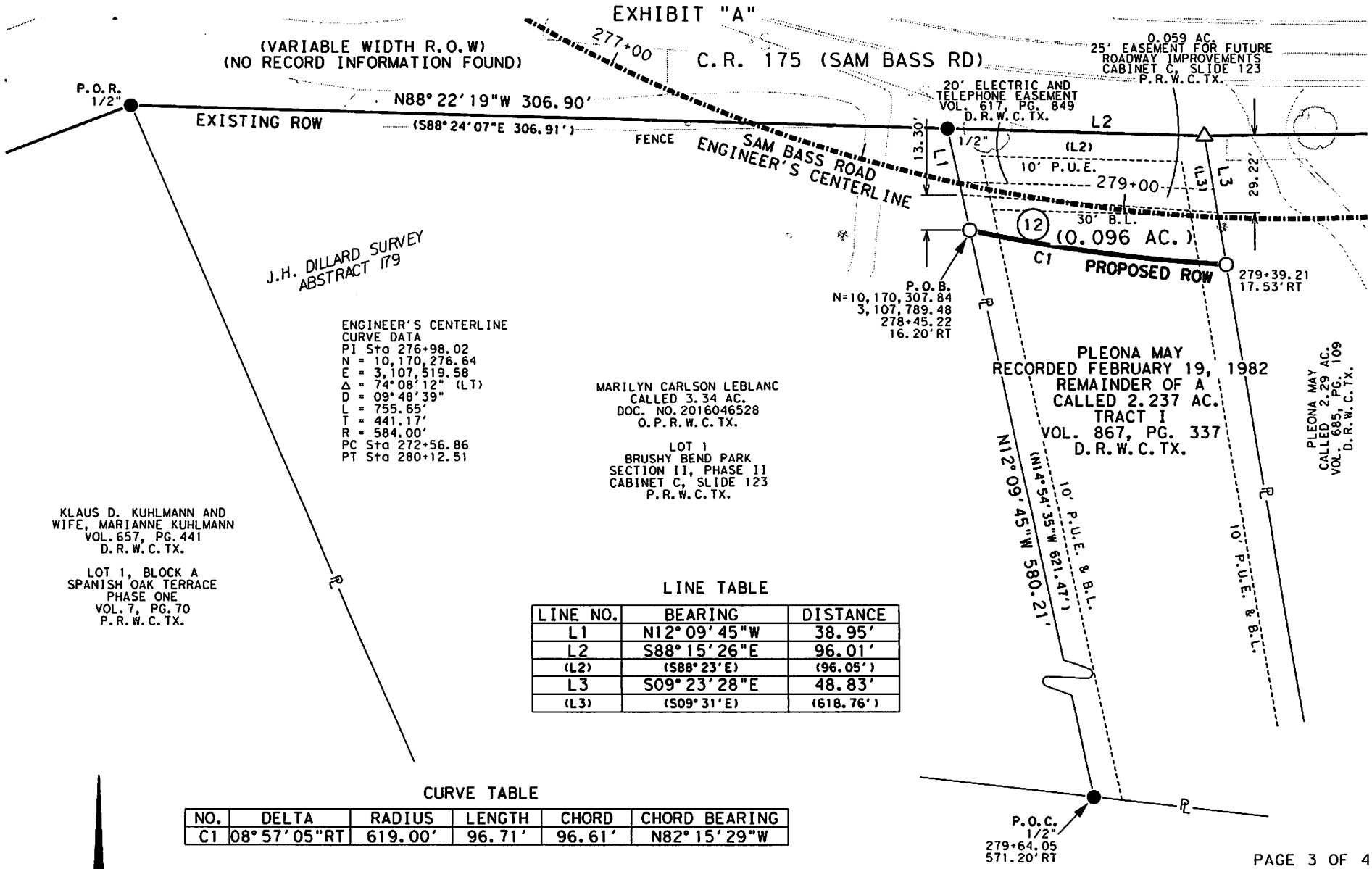
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 4/24/20

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N12°09'45"W	38.95'
L2	S88°15'26"E	96.01'
(L2)	(S88°23'E)	(96.05')
L3	S09°23'28"E	48.83'
(L3)	(S09°31'E)	(618.76')

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	08°57'05"RT	619.00'	96.71'	96.61'	N82°15'29"W

REF. FIELD NOTE NO. 47013

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\12\PLAT\00\P-12.dgn

N

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

EXISTING	*1.118 AC.	ACQUIRE	0.096 AC.	REMAINING	1.022 AC. RIGHT

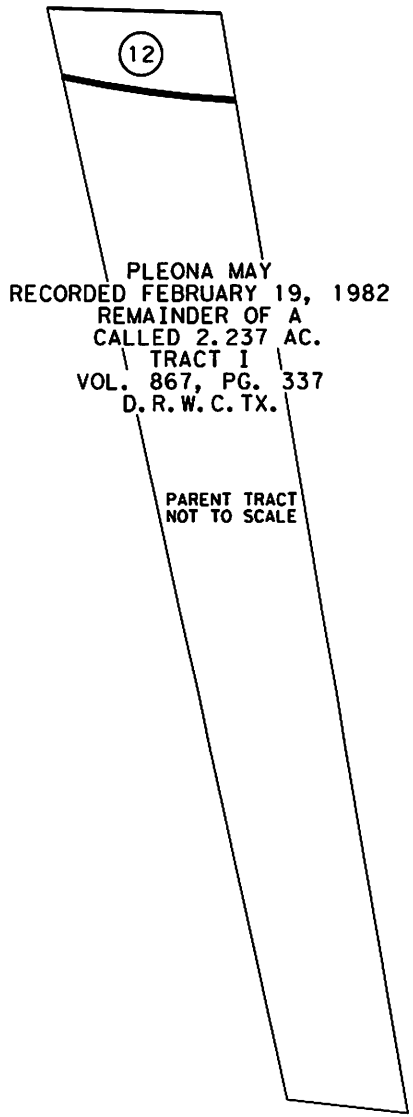
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PLEONA MAY
PARCEL 12
0.096 AC. (4,191 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/——	DISTANCE NOT TO SCALE
———1——	DEED LINE (COMMON OWNERSHIP)



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2007171, EFFECTIVE DATE FEBRUARY 28, 2020, AND ISSUED DATE MARCH 9, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

4/24/20

DATE

REF. FIELD NOTE NO. 47013

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\12\PLAT\00\P-12.dgn

EXISTING	*1.118 AC.	ACQUIRE	0.096 AC.	REMAINING	1.022 AC. RIGHT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PLEONA MAY
PARCEL 12
0.096 AC. (4,191 SQ. FT.)

EXHIBIT "B"

County: Williamson
Parcel No.: 14
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

November 16, 2020

PROPERTY DESCRIPTION FOR PARCEL 14

DESCRIPTION OF A 0.188 ACRE (8,204 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 2.29 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO PLEONA MAY, RECORDED OCTOBER 4, 1977 IN VOLUME 685, PAGE 109, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 0.188 ACRE (8,204 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 571.20 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 279+64.05, for the southeast corner of Lot 1, Brushy Bend Park, Section II, Phase II, a subdivision of record in Cabinet C, Slide 123, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described as 3.34 acre tract of land in a deed to Marilyn Carlson Leblanc, recorded in Document No. 20160646528, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being the southwest corner of the remainder of a called 2.237 acre tract of land, described as Tract I in a deed to Pleona May, recorded in Volume 867, Page 337, D.R.W.C.TX.;

THENCE N 12°09'45" W, with the common line of said Lot 1 and said remainder of a called 2.237 acre tract, a distance of 580.21 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 16.20 feet right of Sam Bass Road E.C.S 278+45.22 on the proposed south right-of-way line of Sam Bass Road, said point being the beginning of a curve to the right;

THENCE departing the common line of said Lot 1 and said remainder of a called 2.237 acre tract, with the proposed south right-of-way line of said Sam Bass Road and said curve to the right, over and across said remainder of a called 2.237 acre tract, an arc distance of 96.71 feet, through a central angle 08°57'05", having a radius of 619.00 feet, and a chord that bears S 82°15'29" E, a distance of 96.61 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,170,294.82, E=3,107,885.21) set 17.53 feet right of Sam Bass Road E.C.S 279+39.21 on the common line of said 2.29 acre tract and said remainder of a called 2.237 acre tract, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 09°23'28" W, departing the proposed south right-of-way line of said Sam Bass Road, with the common line of said 2.29 acre tract and said remainder of a called 2.237 acre tract, crossing at a distance of 23.54 feet the south line of a 25-feet wide Easement for Future Road Improvements shown on the said Brushy Bend Park subdivision plat, and continuing for a total distance of 48.83 feet to a calculated point on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the northeast corner of said remainder of a called 2.237 acre tract, same being the northwest corner of said 2.29 acre tract and the parcel described herein;

2) **THENCE** N 89°15'50" E, departing the common line of said 2.29 acre tract and said remainder of a called 2.237 acre tract, with the existing south right-of-way line of said Sam Bass Road, a distance of 174.75 feet to a calculated point, for the northwest corner of a called 2.37 acre tract of land, described as Tract II in said deed to Pleona May, recorded in Volume 867, Page 337, D.R.W.C.TX., same being the northeast corner of said 2.29 acre tract and the parcel described herein;

EXHIBIT "B"

County: Williamson
Parcel No.: 14
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

3) **THENCE** S 06°48'28" E, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said 2.29 acre tract and said 2.37 acre tract, crossing at a distance of 25.14 feet the south line of said 25-feet wide Easement for Future Road Improvements, and continuing for a total distance of 42.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S 281+09.08, for the southeast corner of the parcel described herein;

THENCE departing the common line of said 2.29 acre tract and said 2.37 acre tract, with the proposed south right-of-way line of said Sam Bass Road, over and across said 2.29 acre tract, the following two (2) courses and distances numbered 4-5:

4) S 85°09'00" W, a distance of 84.49 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S 280+24.60, said point being the beginning of a curve to the right, and

5) With said curve to the right, an arc distance of 87.68 feet, through a central angle 08°06'59", having a radius of 619.00 feet, and a chord that bears S 89°12'29" W, a distance of 87.61 feet to the **POINT OF BEGINNING,** and containing 0.188 acre (8,204 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

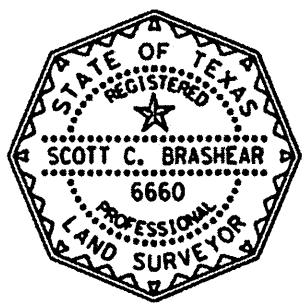
Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



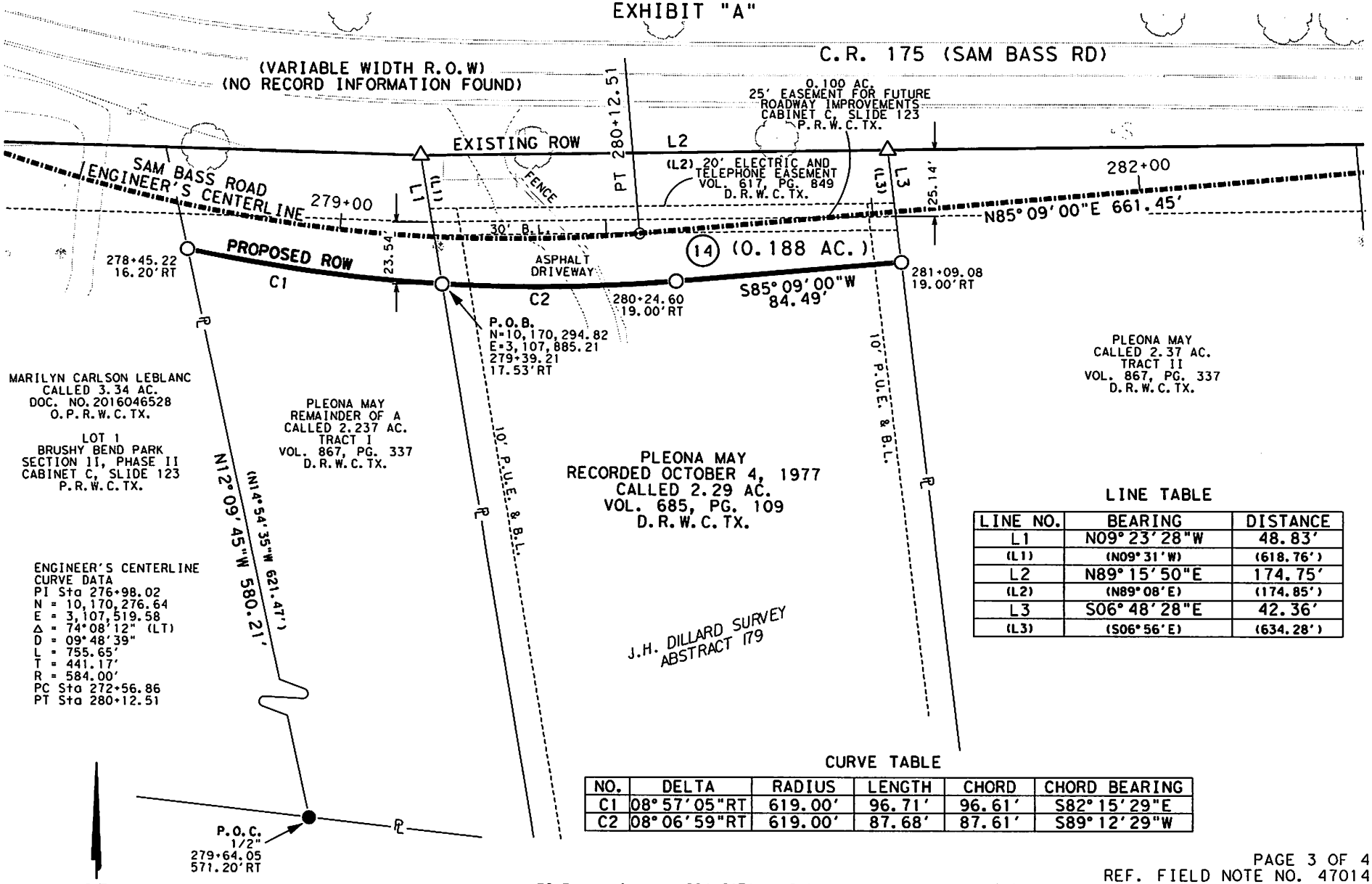
Scott C. Brashear 11/16/20

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

FN 47013

SAM Job No. 38216

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N09°23'28"W	48.83'
(L1)	(N09°31'W)	(618.76')
L2	N89°15'50"E	174.75'
(L2)	(N89°08'E)	(174.85')
L3	S06°48'28"E	42.36'
(L3)	(S06°56'E)	(634.28')

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	08°57'05"RT	619.00'	96.71'	96.61'	S82°15'29"E
C2	08°06'59"RT	619.00'	87.68'	87.61'	S89°12'29"W

REF. FIELD NOTE NO. 47014

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\14\PLAT\00\P-14.dgn

EXISTING	2.29 AC.	ACQUIRE	0.188 AC.	REMAINING	2.102 AC. RIGHT

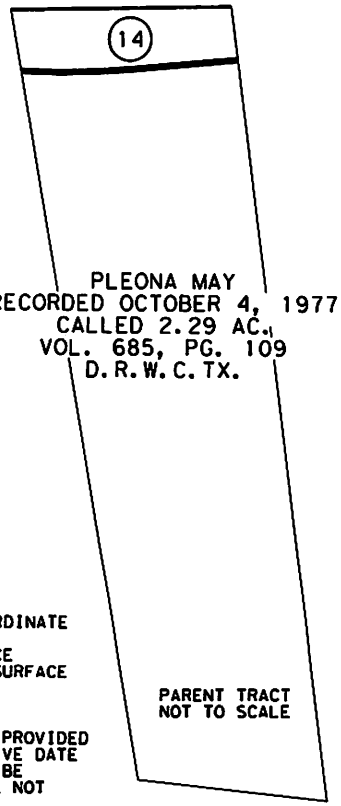
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PLEONA MAY
PARCEL 14
0.188 AC. (8,204 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/——	DISTANCE NOT TO SCALE
———/———	DEED LINE (COMMON OWNERSHIP)



SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2007171, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 28, 2020, AND ISSUED DATE MARCH 9, 2020.

1. RESTRICTIVE COVENANTS: VOLUME 554, PAGE 135 AND VOLUME 568, PAGE 10, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SUBJECT TO.

10A. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

B. ANY AND ALL VISIBLE AND/OR APPARENT EASEMENTS LOCATED ON, OVER OR ACROSS SUBJECT PROPERY.

C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARAIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

D. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID.

E. BUILDING SETBACK LINES AS STATED ON THE RECORDED PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF. AFFECTS AS SHOWN.

F. EASEMENT AS SHOWN ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF: PURPOSE: FUTURE ROAD IMPROVEMENTS, LOCATION: 25 FEET RESERVED ALONG THE FRONT PROPERTY. AFFECTS AS SHOWN.

G. EASEMENT AS STATED ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF: PURPOSE: UTILITY, LOCATION: 10 FEET RESERVED ON EACH SIDE OF EACH PROPERTY LINE. AFFECTS AS SHOWN.

H. EASEMENT: RECORDED: VOLUME 617, PAGE 849, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TO: PEDERNALES ELECTRIC COOPERATIVE, INC. PURPOSE: ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE AND SYSTEM. AFFECTS AS SHOWN.

I. EASEMENT: RECORDED: VOLUME 427, PAGE 228, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TO: LONE STAR GAS COMPANY. PURPOSE: PIPE LINES AND APPURTENANCES. UNPLOTTABLE, MAY AFFECT.

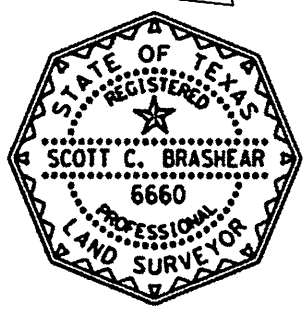
J. EASEMENT: RECORDED: VOLUME 565, PAGE 303, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TO: PEDERNALES ELECTRIC COOPERATIVE, INC. PURPOSE: ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE AND SYSTEM. UNPLOTTABLE, MAY AFFECT.

K. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2007171, EFFECTIVE DATE FEBRUARY 28, 2020, AND ISSUED DATE MARCH 9, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear — 11/16/20

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 47014

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\14\PLAT\00\P-14.dgn

EXISTING	2.29 AC.	ACQUIRE	0.188 AC.	REMAINING	2.102 AC. RIGHT

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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PLEONA MAY
PARCEL 14
0.188 AC. (8,204 SQ. FT.)

EXHIBIT "C"

County: Williamson
Parcel No.: 15
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

November 16, 2020

PROPERTY DESCRIPTION FOR PARCEL 15

DESCRIPTION OF A 0.156 ACRE (6,772 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 2.37 ACRE TRACT OF LAND, DESCRIBED AS TRACT II IN A DEED TO PLEONA MAY, RECORDED FEBRUARY 19, 1982 IN VOLUME 867, PAGE 337, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 0.156 ACRE (6,772 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 639.72 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 282+77.19, for the southwest corner of a called 2.22 acre tract of land, described in a deed to Edward B. Roha and wife, Rebecca R. Roha, recorded in Document No. 2013003444, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being the southeast corner of said 2.37 acre tract;

THENCE N 04°25'47" W, with the common line of said 2.37 acre tract and said 2.22 acre tract, a distance of 617.74 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,170,314.78, E=3,108,229.27) set 22.00 feet right of Sam Bass Road E.C.S 282+81.72 on the proposed south right-of-way line of Sam Bass Road, for the southeast corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 85°09'00" W, departing the common line of said 2.37 acre tract and said 2.22 acre tract, with the proposed south right-of-way line of said Sam Bass Road, over and across said 2.37 acre tract, a distance of 172.53 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 22.00 feet right of Sam Bass Road E.C.S 281+09.19 on the common line of said 2.37 acre tract and of a called 2.29 acre tract of land, described in a deed to Pleona May, recorded in Volume 685, Page 109, D.R.W.C.TX., for the southwest corner of the parcel described herein;

2) **THENCE** N 06°48'28" W, continuing with the proposed south right-of-way line of said Sam Bass Road, passing at a distance of 3.00 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S 281+09.08, with the common line of said 2.37 acre tract and said 2.29 acre tract, crossing at a distance of 20.22 feet the south line of a 25-feet wide Easement for Future Road Improvements shown on the Brushy Bend Park subdivision plat, recorded in Cabinet C, Slide 123, Plat Records of Williamson County, Texas (P.R.W.C.TX.), and continuing for a total distance of 45.36 feet to a calculated point on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the northeast corner of said 2.29 acre tract, same being the northwest corner of said 2.37 acre tract and the parcel described herein;

3) **THENCE** N 89°15'33" E, departing the common line of said 2.29 acre tract and said 2.37 acre tract, with the existing south right-of-way line of said Sam Bass Road, a distance of 174.77 feet to calculated point, for the northwest corner of said 2.22 acre tract, same being the northeast corner of said 2.37 acre tract and the parcel described herein, from which a 5/8-inch iron rod found, for the northeast corner of said 2.22 acre tract bears S 88°45'42" E, a distance of 147.43 feet;

County: Williamson
Parcel No.: 15
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

4) **THENCE** S 04°25'47" E, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said 2.22 acre tract and said 2.37 acre tract, crossing at a distance of 25.05 feet the south line of said 25-feet wide Easement for Future Road Improvements, and continuing for a total distance of 32.81 feet to the **POINT OF BEGINNING,** and containing 0.156 acre (6,772 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

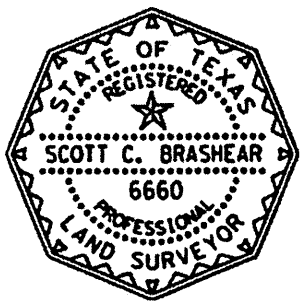
Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

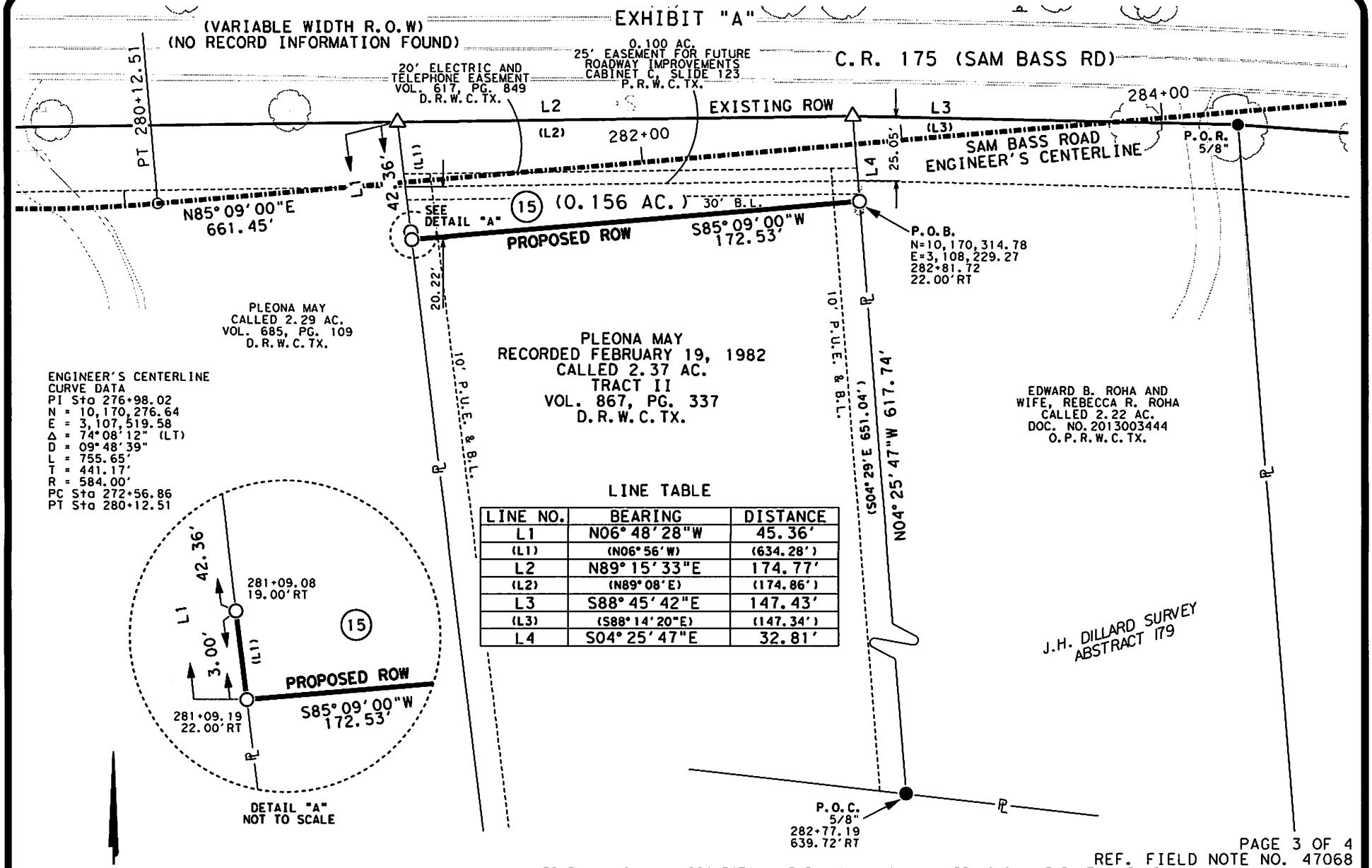
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear 11/16/20

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N06°48'28"W	45.36'
(L1)	(N06°56'W)	(634.28')
L2	N89°15'33"E	174.77'
(L2)	(N89°08'E)	(174.86')
L3	S88°45'42"E	147.43'
(L3)	(S88°14'20"E)	(147.34')
L4	S04°25'47"E	32.81'

REF. FIELD NOTE NO. 47068

FILE:\\saminc\aus\PROJECTS\10170382l6\100\Survey\03Exhibits\15\PLAT\00\P-15.dgn

EXISTING	2.37 AC.	ACQUIRE	0.156 AC.	REMAINING	2.214 AC. RIGHT

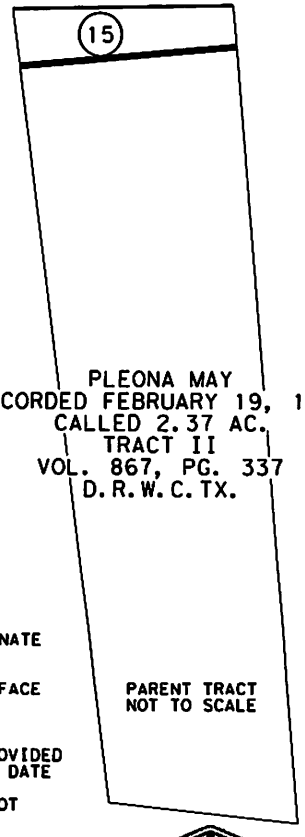
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PLEONA MAY
PARCEL 15
0.156 AC. (6,772 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
--/--	DISTANCE NOT TO SCALE
---/---	DEED LINE (COMMON OWNERSHIP)



SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2007171, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 28, 2020, AND ISSUED DATE MARCH 9, 2020.

1. RESTRICTIVE COVENANTS: VOLUME 554, PAGE 135 AND VOLUME 568, PAGE 10, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SUBJECT TO.

10A. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

B. ANY AND ALL VISIBLE AND/OR APPARENT EASEMENTS LOCATED ON, OVER OR ACROSS SUBJECT PROPERY.

C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARAIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

D. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID.

E. BUILDING SETBACK LINES AS STATED ON THE RECORDED PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF. AFFECTS AS SHOWN.

F. EASEMENT AS SHOWN ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF: PURPOSE: FUTURE ROAD IMPROVEMENTS, LOCATION: 25 FEET RESERVED ALONG THE FRONT PROPERTY. AFFECTS AS SHOWN.

G. EASEMENT AS STATED ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF: PURPOSE: UTILITY, LOCATION: 10 FEET RESERVED ON EACH SIDE OF EACH PROPERTY LINE. AFFECTS AS SHOWN.

H. EASEMENT: RECORDED: VOLUME 617, PAGE 849, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TO: PEDERNALES ELECTRIC COOPERATIVE, INC. PURPOSE: ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE AND SYSTEM. AFFECTS AS SHOWN.

I. EASEMENT: RECORDED: VOLUME 427, PAGE 228, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TO: LONE STAR GAS COMPANY. PURPOSE: PIPE LINES AND APPURTENANCES. UNPLOTTABLE, MAY AFFECT.

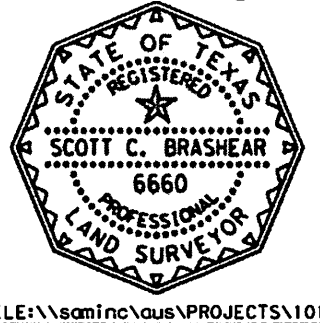
J. EASEMENT: RECORDED: VOLUME 565, PAGE 303, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TO: PEDERNALES ELECTRIC COOPERATIVE, INC. PURPOSE: ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE AND SYSTEM. UNPLOTTABLE, MAY AFFECT.

K. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2007171, EFFECTIVE DATE FEBRUARY 28, 2020, AND ISSUED DATE MARCH 9, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear — 11/16/20

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 47068

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\15\PLAT\00\P-15.dgn

EXISTING	2.37 AC.	ACQUIRE	0.156 AC.	REMAINING	2.214 AC. RIGHT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PLEONA MAY
PARCEL 15
0.156 AC. (6,772 SQ. FT.)

EXHIBIT "D"

Parcel 12/14/15

DEED
Corridor H/Sam Bass Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **PLEONA MAY**, 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 of those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.096 of an acre (4,191 sq. ft.) tract of land out of the John H. Dillard Survey, Abstract No. 179, in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. (**Parcel 12**); and

All of that certain 0.188 of an acre (8,204 sq. ft.) tract of land out of the John H. Dillard Survey, Abstract No. 179, in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" to be attached. (**Parcel 14**); and

All of that certain 0.156 of an acre (6,772 sq. ft.) tract of land out of the John H. Dillard Survey, Abstract No. 179, in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "C" to be attached. (**Parcel 15**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or the City of Round Rock or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor H/Sam Bass Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 19th day of May, 2021.

[signature page follows]

GRANTOR:

Pleona May

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 15th day of May, 2021 by Pleona May, in the capacity and for the purposes and consideration recited therein.

NIKETA AMIN
Notary Public, State of Texas
Comm. Expires 06-19-2023
Notary ID 130265817

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **52.**

Meeting Date: 06/08/2021

Interlocal Agreement with City of Hutto

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 an Interlocal Agreement Regarding the City/County Partnership in the Design and Construction Costs Related to Segment 1 of the Southeast Loop Construction Project with the City of Hutto.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/02/2021 09:35 PM

Form Started By: Charlie Crossfield Started On: 06/02/2021 02:15 PM

Final Approval Date: 06/02/2021

RESOLUTION NO. R-2021-081

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND CONSTRCUTION COSTS RELATED TO SEGEMENT 1 OF THE SOUTHEAST LOOP CONSTRUCTION PROJECT.

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefits of the parties, and;

WHEREAS, the County is and has been in the process of designing Segment 1 of the Southeast Loop from the current terminus of CR 138 at SH 130 to the intersection of the proposed SE Loop and CR 137, the approximate location being shown on Exhibit "A, attached hereto, (the "County Project"), and;

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

The Hutto City Council herby authorizes the City Manager to execute an interlocal agreement with Williamson County regarding the participation in the design and construction costs related to Segment 1 of the Southeast Loop construction project.

CONSIDERED and RESOLVED on this the 20th day of **May, 2021.**

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO SEGMENT 1 OF THE SOUTHEAST LOOP CONSTRUCTION PROJECT

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

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the City of Hutto, Texas, a Texas municipal corporation (the "**City**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the City and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing Segment 1 of the Southeast Loop from the current terminus of CR 138 at SH 130 to the intersection of the proposed SE Loop and CR 137, the approximate location being shown on Exhibit "A", attached hereto, (the "County Project"); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide consent for the County's design and construction of the County Project. The County Project includes the planning of a future controlled-access facility from SH 130 to CR 137 and the design and construction of the first phase, a three-lane roadway from the current terminus of CR 138 at SH 130 to CR 137 and the proposed roadway.

II.
CONSTRUCTION OF COUNTY PROJECT

2.01 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, right-of-way acquisitions, utility relocations, and all other costs related to the construction of the County Project.

2.02 Construction Plans. The County will submit the plans and specifications related to the County Project to the City.

2.03 Inspection. The City may inspect all aspects of the County Project that are within the City Limits during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

2.04 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

2.05 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the County Project for those sections of the County Project that lie within the City Limits. The County shall require the contractor to provide performance bonds, and maintenance bonds in favor of the City for the County Project in amounts satisfactory to the City. The County shall transfer any warranties for the County Project within the city limits to the City upon final completion and acceptance of the Project.

III.
CITY OBLIGATIONS

3.01 Permission to Construct. The City agrees to allow the County to construct the County Project within the City's boundaries, including the acquisition of right-of-way, through condemnation or otherwise. The City further agrees to accept maintenance of the County Project within the City limits after completion by the County and acceptance by the City.

3.02 Utility Conflicts. City and County agree to cooperate regarding the location of water and/or wastewater utilities that conflict with the new right-of-way. The City acknowledges that it shall be responsible for all design and construction costs to relocate the existing 6" wastewater force main as part of the Lakeside Estate Lift Station Abandonment Project as described in Exhibit "B." The County shall pay all design and construction costs for utility relocations if said lines lie within easements held by the City.

IV.
GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*

4.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project.

4.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.04 Default and Remedies. In the event that the City defaults under this Agreement, and such default is not cured within thirty (30) days after the County provides written notice to cure, County may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, City may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

4.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to the Segment 1 of the County Project shown in the plans attached hereto as Exhibit "A."

4.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY: City of Hutto
500 W. Live Oak
Hutto, TX 78634

Attn: City Manager

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

4.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

4.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

4.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

ATTEST:

By:_____
Holly Nagy, City Secretary

APPROVED AS TO FORM:

By:_____
Cristian Rosas-Grillet, Assistant City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 20 day of May, 2021, by Mike Snyder as Mayor of the City of Hutto, a Texas home-rule city, on behalf of said city.

HOLLY NAGY
Notary ID #129581326
My Commission Expires
October 3, 2021

_____
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

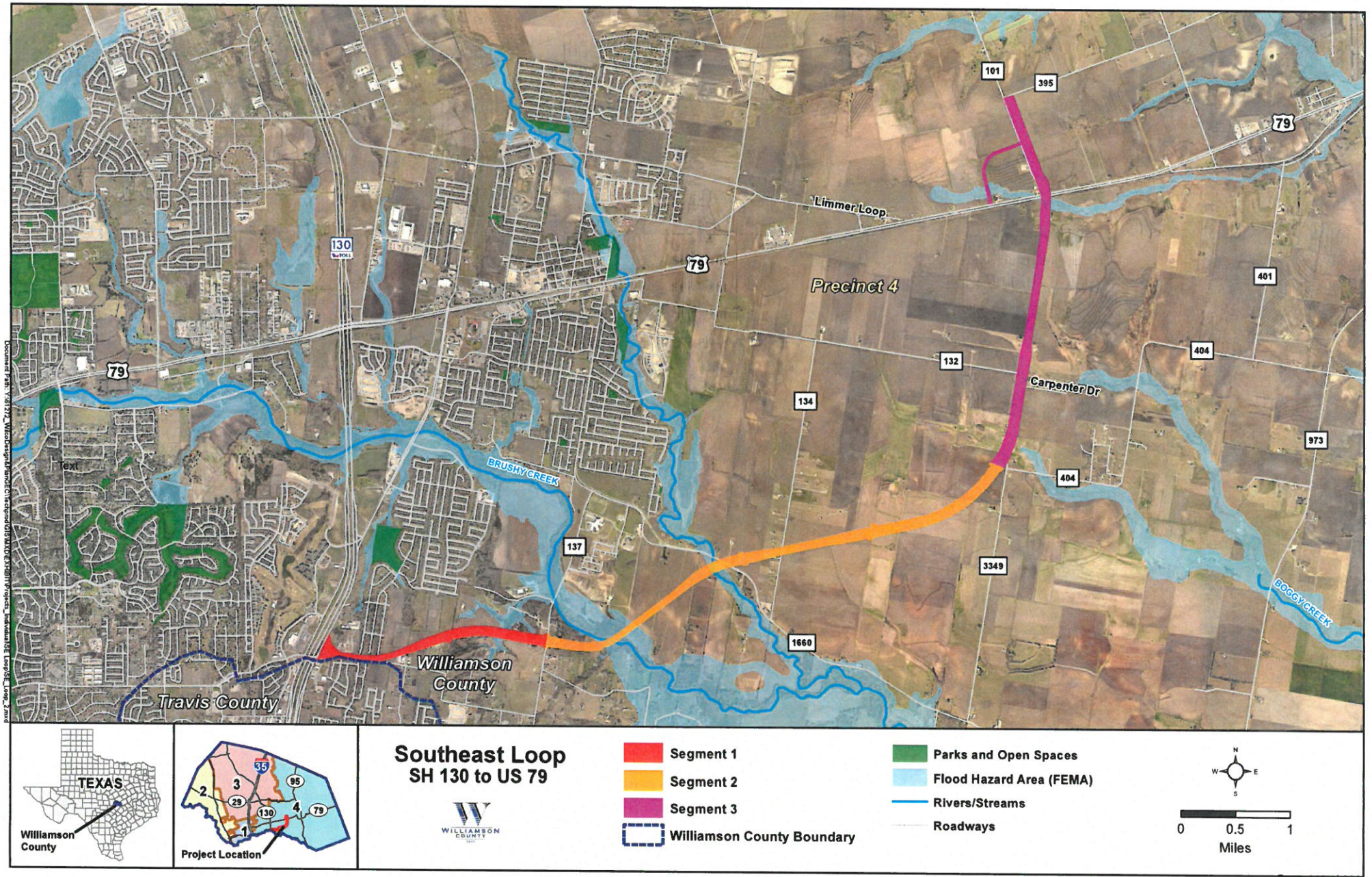
ATTEST:

By:_____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 2021, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas


Limmer Loop
Precinct 4
Carpenter Dr
BRUSHY CREEK
BOGGY CREEK
Williamson County
Travis County
Text
101
395
79
130
401
404
132
134
973
137
3349
1660
TEXAS
Williamson County
Project Location
Southeast Loop
SH 130 to US 79
Segment 1
Segment 2
Segment 3
Williamson County Boundary
Parks and Open Spaces
Flood Hazard Area (FEMA)
Rivers/Streams
Roadways
N
W
E
S
0
0.5
1
Miles

Commissioners Court - Regular Session **53.**

Meeting Date: 06/08/2021

Real Estate Contract- SE Loop

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 Travis Lee and Jennifer L. Betak for right of way needed on the Southeast Loop project (Parcel 95). Funding Source: Road Bonds P332

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Betak Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/02/2021 09:36 PM

Form Started By: Charlie Crossfield Started On: 06/02/2021 02:17 PM

Final Approval Date: 06/02/2021

REAL ESTATE CONTRACT

Corridor SE Loop

THIS REAL ESTATE CONTRACT ("Contract") is made by and between TRAVIS LEE BETAK and JENNIFER L. BETAK (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:

> Being a 1.012 acre tract of land, more or less, out of the JAMES C EAVES SURVEY, ABSTRACT NO. 213, in Williamson County, being that same called 1.265 acre tract of land as conveyed to Travis Lee Betak by Gift Deed recorded in Document No. 2011041723, Official Public Records, Williamson County, Texas, and as described in further detail by metes and bounds in Exhibit "A" attached hereto and incorporated herein; SAVE AND EXCEPT that certain 0.253 acre (11,022 sq. ft.) portion conveyed to Williamson County, Texas for right-of-way purposes as described in Deed recorded in Document No. 2017119661, Official Public Records, Williamson County, Texas, being further described by metes and bounds in Exhibit "B" attached hereto and incorporated herein;

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, or bisected by the acquisition and 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 Property shall be the sum of FIVE HUNDRED NINETY THOUSAND and 00/100 Dollars ($590,000.00). Pursuant to the Retained Improvements provision in Section 2.03 below, Purchaser shall receive a deduction to the Purchase Price of $1,200.00 for net amount due and owing to Seller of **FIVE HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED and 00/100 Dollars ($588,800.00)**.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions and Additional Consideration

2.03. Retained Improvements. Seller and Purchaser agree that Seller is retaining title to the following improvements located on the Property, to wit: built-in oven, built-in microwave/convection oven, ceiling fans (living room and master bedroom), two internal light fixtures (foyer and dining room), four external light fixtures (two by front door; two by garage door), jet garden tub from master bathroom, and granite island in kitchen (the "Retained Improvements").

As an obligation which shall survive the Closing of this transaction, Seller covenants and agrees to remove the Retained Improvements from the Property on or before **June 30, 2021,** subject to such extensions of time as may be authorized by Purchaser in writing. In the event Seller fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Purchaser, its successors and assigns, forever, and Purchaser shall be allowed temporary access to the remaining property of Grantor as necessary solely for the purpose of removing any portion of the Retained Improvements bisected by the acquisition of the Property.

Purchaser shall receive a credit to the Purchase Price of ONE THOUSAND TWO HUNDRED and 00/100 Dollars ($1,200.00) as consideration for allowing the Retained Improvements.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. Purchaser 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 Purchaser prior to or as of 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 herein is being conveyed to Purchaser under the threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company at 203 W. Main Street Suite A Pflugerville, TX on or before June 30, 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 Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance, 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, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement 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, subject to Seller's right to remove the Retained Improvements as set out in Paragraph 2.03 herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall pay the cash portion of the Purchase Price to Seller.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party respectively as incurred.

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. Provided, however, that nothing in this Contract shall otherwise waive, alter or impair any rights which Sellers may have to receive qualified relocation benefits or housing supplement payments under the Uniform Relocation Assistance and Real Property Acquisition Act (1970).

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, which date is indicated beneath the 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:

Travis Lee Betak

Address: 6601 CR 101, Taylor, Tx. 76574

Date: 5-24-2021

Jennifer L. Betak

Date: 5/24/2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date:_____

EXHIBIT A

STATE OF TEXAS
COUNTY OF WILLIAMSON

MARCH 17, 2011

1.265 ACRES

These notes describe that certain tract of land located in the **J.C. EAVES SURVEY, ABSTRACT NO. 213**, situated in Williamson County, Texas; subject tract being out of and a part of a called "75.63 Acres" conveyed in a Warranty Deed from Norman E. Fuessel, et ux, to N.E. & N.A. Fuessel Living Trust, dated 10-18-1996 and recorded in Document No. 1997002510, of the Official Records, Williamson County, Texas (ORWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on January 18, 2011, and being more fully described as follows:

COMMENCING from a ½" Iron Rod found, being in the South Right-Of-Way of County, Road No. 395; found an additional 1/2" Iron Rod, bearing North 68°31'28" East, a distance of 778.60 feet, being the Northeast corner of said "75.63 Acres"; same being in the South Right-of-Way of County Road No. 395; THENCE South 68°31'28" West with the projected South line of said strip, a distance of 20.00 feet to a point for the Northwest corner of said "75.63 Acres"; THENCE South 22°40'56" East, with a line for the common line of said "75.63 Acres" and the East Right-of-Way line of County Road No. 101, a distance of 2191.51 feet to a 1/2" Iron rod set (w/cap), same being the Northwest corner of subject tract and the **POINT OF BEGINNING;**

THENCE South 22°40'56" East, with the common line of said "75.63 Acres" and the East Right-of-Way of County Road No. 101, a distance of **152.17 feet** to a 1/2" Iron rod set (w/cap); same being the Southwest corner of subject tract; a Concrete monument with brass disc was found, bearing South 22°40'56" East at a distance of 847.76 feet, being in the east Right-of-Way line of County Road 101; as recorded in Document No. 2008087669 Official Public Records Williamson County (OPRWC);

THENCE North 68°31'28" East, a distance of **362.18 feet** to a 1/2" Iron rod set (w/cap); being the Southeast corner of subject tract;

THENCE North 22°40'56" West, a distance of **152.17 feet** to a 1/2" Iron rod set (w/cap), being the Northeast corner of subject tract;

THENCE South 68°31'28" West, a distance of **362.18 feet** to the **POINT OF BEGINNING** containing according to the dimensions herein stated an area of **1.265 Acres** of Land.

NOTE: Bearings and coordinates recited herein based on Texas Plane Coordinate System (central zone) NAD 83/93 adjustment and are grid values.

Bruce Lane Bryan — Registered Professional Land Surveyor No. 4249

STATE OF TEXAS
BRUCE LANE BRYAN
4249
REGISTERED
LAND SURVEYOR

(19) RETURN TO
Longhorn Title Co., Inc.

Unofficial Document

EXHIBIT B

County: Williamson
Parcel: 7
Highway: County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 7

METES & BOUNDS DESCRIPTION FOR A 0.253 ACRE (11,022 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.265 ACRE TRACT OF LAND AS CONVEYED TO TRAVIS LEE BETACK BY GIFT DEED RECORDED IN DOCUMENT NUMBER 2011041723 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.253 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING FOR POINT OF REFERENCE at a 1/2-inch iron rod found at the southeast corner of the above described Betak tract at inside corner of the remaining portion of a called 74.3682 acre tract as conveyed to Fuessel Holdings LLC by special warranty deed as recorded in Document No. 2012081610 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod found at the northeast corner of said Betak tract bears N 22°40'12" W, a distance of 152.14 feet; Thence with the south line of said Betak tract, S 68°32'12" W, a distance of 285.47 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set (NAD-83, Central Zone Grid Coordinates: N 10,178,487.69, E 3,192,586.51) for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 60.00 feet right of County Road 101 baseline station 30+27.18;

THENCE, continuing with the south line of said Betak tract, **S 68°32'12" W**, a distance of **72.18** feet to a calculated point on the occupied east right-of-way line County Road 101 (width varies), for the southwest corner of the herein described tract;

THENCE, with the occupied east right-of-way line of said County Road 101, **N 22°18'33" W**, a distance of **152.13** feet to a to a calculated point on the north line of said Betak tract, for the northwest corner of the herein described tract;

THENCE, with the north line of said Betak tract, **N 68°32'12" E**, a distance of **72.74** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for the northeast corner of the herein described tract, 60.00 feet right of County Road 101 baseline station 31+79.30, from which a ½-inch iron rod found at the northeast corner of said Betak tract bears N 68°32'12" E, a distance of 283.95 feet;

THENCE, departing the north line of said Betak tract and over and across said Betak tract, **S 22°05'55" E**, a distance of **152.12** feet to the **POINT OF BEGINNING** and containing 0.253 acres (11,022 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012352.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on February 26, 2016 and are true and correct to the best of my knowledge. A sketch accompanies this description.

9/1/2016

Jonathan O. Nobles RPLS No. 5777 — Date

Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Client:	Williamson County
Date:	August 31, 2016
Job No:	2792-02

JAMES C. EAVES SURVEY, A-213

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 68°32'12" W	72.18'
L2	N 22°18'33" W	152.13'
L3	N 68°32'12" E	72.74'
L4	S 22°05'55" E	152.12'

FUESSEL HOLDINGS LLC
REMAINDER OF A
CALLED 74.3682 ACRES
(DESCRIBED AS 76 ACRES)
DOC. NO. 2012081610
O.P.R.W.C.T.

APPROXIMATE LOCATION OF SURVEY LINE

PROPOSED COUNTY ROAD 101
WIDTH VARIES

PROPOSED R.O.W.

EXISTING R.O.W. (AS OCCUPIED)

EXISTING R.O.W.

35+00

STA 31+79.30
60.00' RT

{N 68°31'28" E 362.18'}

N 68°32'12" E 283.95'

W/ CAP "4249"

{S 22°40'56" E 152.17'}
S 22°40'12" E 152.14'

JAMES C. EAVES SURVEY, A-213

TRAVIS LEE BETAK
CALLED 1.265 ACRES
DOC. NO. 2011041723
O.P.R.W.C.T.

10c
10' COMMUNICATION LINE ESMT.
DOC. NO. 9748323
O.P.R.W.C.T.

10e
15' ELEC. ESMT.
DOC. NO. 2011072888
O.P.R.W.C.T.

APPROXIMATE ℄ ELEC. ESMT.
VOL. 282, PG. 456 D.R.W.C.T.

S 68°32'12" W 285.47'

{S 68°31'28" W 362.18'}

P.O.R.
W/ ORANGE CAP

PARCEL 7
0.253 ACRES
11,022 SQUARE FEET

DEED LINE (2011041723)

P.O.B.
STA 30+27.18
60.00' RT
GRID COORDINATES:
N: 10,178,487.69,
E: 3,192,586.51

PT 29+85.40

30+00

FRAME SWITCH ENERGY, INC.
CALLED 11.25 ACRES
DOC. NO. 2014078998
O.P.R.W.C.T.

10d
15' ELEC. ESMT.
DOC. NO. 2004042685 O.P.R.W.C.T.

COUNTY ROAD 101
(WIDTH VARIES)(NO RECORD INFO FOUND)
EXISTING R.O.W.

PROPOSED COUNTY ROAD 101 BASELINE
S 22°18'33" E 575.30'

PROPOSED R.O.W.

FUESSEL HOLDINGS LLC
REMAINDER OF A
CALLED 74.3682 ACRES
(DESCRIBED AS 76 ACRES)
DOC. NO. 2012081610
O.P.R.W.C.T.

PATRICK O. DAUGHERTY
SURVEY, A-184

N

0 100

Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 7
0.253 ACRE (11,022 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	08/31/2016	3 of 4

RESTRICTIVE COVENANT AND EASEMENT NOTES:

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND COUNTERSIGNED BY INDEPENDENCE TITLE UNDER G.F. NUMBER 1622148-GTN, DATED EFFECTIVE JUNE 15, 2016 AND ISSUED ON JUNE 24, 2016.

10c. EASEMENT AND RIGHT OF WAY GRANTED TO GTE SOUTHWEST, INCORPORATED BY INSTRUMENT RECORDED IN DOCUMENT NO. 9748323, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10d. EASEMENT AND RIGHT OF WAY FOR OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINE(S) GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2004042685, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10e. EASEMENT AND RIGHT OF WAY FOR OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINE(S) GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2011072888, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10f. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ORDINANCE 2012-19, RECORDED IN DOCUMENT NO. 2012057357, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.

LEGEND

D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY TEXAS
ELEC.	ELECTRIC
ESMT.	EASEMENT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
-/\/-	LINE BREAK
PL	PROPERTY LINE
{ }	RECORD INFORMATION FROM DOC. NO. 2011041723
⊙	FOUND 1/2" IRON ROD W/CAP
○	SET 1/2" IRON ROD WITH "WILCO ROW 5777" CAP
△	CALCULATED POINT
----OHP----	OVERHEAD POWER
	EDGE OF ASPHALT

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203. SCALE FACTOR = 1.00012352
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. FENCES ROADS & UTILITIES SHOWN WERE LOCATED ON THE GROUND. AERIAL IMAGERY WAS USED TO APPROXIMATE LOCATIONS OF OTHER IMPROVEMENTS SHOWN HEREON.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

JONATHAN O. NOBLES RPLS NO. 5777
BROWN & GAY ENGINEERS, INC.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TEXAS 78731
TELEPHONE: (512) 879-0400

Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 7
0.253 ACRE (11,022 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	08/31/2016	4 of 4

EXHIBIT "C"

Parcel 95

DEED

Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That TRAVIS LEE BETAK and JENNIFER L. BETAK, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 1.012 acre tract of land, more or less, out of the JAMES C EAVES SURVEY, ABSTRACT NO. 213, in Williamson County, being that same called 1.265 acre tract of land as conveyed to Travis Lee Betak by Gift Deed recorded in Document No. 2011041723, Official Public Records, Williamson County, Texas, and as described in further detail by metes and bounds in Exhibit "A" attached hereto and incorporated herein; **SAVE AND EXCEPT** that certain 0.253 acre (11,022 sq. ft.) portion conveyed to Williamson County, Texas for right-of-way purposes as described in Deed recorded in Document No. 2017119661, Official Public Records, Williamson County, Texas, being further described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 95)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: built-in oven, built-in microwave/convection oven, ceiling fans (living room and master bedroom), two internal light fixtures (foyer and dining room), four external light fixtures (two by front door; two by garage door), jet garden tub from master bathroom, and granite island in kitchen (the "Retained Improvements").

Grantor covenants and agrees to remove the Retained Improvements from the Property on or before the earlier of June 30, 2021, or upon the termination of any leaseback period for the Property, subject to such extensions of time as may be authorized by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever, and Grantee shall be allowed temporary access to the remaining property of Grantor as necessary solely for the purpose of removing any portion of the Retained Improvements not removed by Grantor on or before June 30, 2021 or such applicable extension of time thereafter as authorized by Grantee in writing.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered under threat of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

GRANTOR:

_____
Travis Lee Betak

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Travis Lee Betak, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Jennifer L. Betak

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Jennifer L. Betak, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Meeting Date: 06/08/2021

Executive Session

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

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

A. Real Estate Owned by Third Parties

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

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 278
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for SH 29 @ DB Wood.
g) Discuss the acquisition of real property for CR 366.
h) Discuss the acquisition of real property for N. Mays.
i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
j) Discuss the acquisition of real property for CR 111.
k) Discuss the acquisition of real property for Corridor H
l) Discuss the acquisition of real property for future SH 29 corridor.
m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
n) Discuss the acquisition of right-of-way for Corridor C.
o) Discuss the acquisition of right-of-way for Corridor F.
p) Discuss the acquisition of right-of-way for Corridor D.
q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
r) Discuss the acquisition of right-of-way for Reagan extension.
s) Discuss the acquisition of real property near Justice Center.
t) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
u) Discuss the acquisition of the MKT Right of Way
v) Discuss acquisition of drainage easement in relation to County Road 176

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

c) Discuss property usage at Longhorn Junction
d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574

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

D. Discuss the Cobb Cavern Conservation Easement Amendment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 09:16 AM

Form Started By: Charlie Crossfield Started On: 06/03/2021 08:53 AM

Final Approval Date: 06/03/2021

Commissioners Court - Regular Session **55.**

Meeting Date: 06/08/2021

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) Project Crystal
c) Project Winston
d) Project Solo
e) Project Stamp
f) Project Cutting Edge

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 09:17 AM

Form Started By: Charlie Crossfield Started On: 06/03/2021 08:53 AM

Final Approval Date: 06/03/2021