NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
August 3, 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 – 25)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003398	Video/CD/DVD	$1,700
To	0100-0440-003005	Office Furniture < $5,000.00	$1,700

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > $5,000	$3,000
To	0100-0540-004510	Facility Maint & Repair	$3,000

5. Discuss, consider, and take appropriate action on a line item transfers for the Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.005700	Vehicles > $5,000	$14,700.00

To	0100.0560.004210	Internet/Email Services	$10,000.00
To	0100.0560.004209	Cellular Phone/Pager	$4,700.00

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

7. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 07/01/2021 through 07/31/2021.

8. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 07/01/2021 through 07/31/2021.

9. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 07/01/2021 through 07/31/2021.

10. Discuss, consider, and take appropriate action on authorizing the agreement between Williamson County and Health Fairs Plus for Employee Benefit Enrollment in the amount of $6,950.00, and authorizing the execution of the agreement.

11. Discuss, consider and take appropriate action on approving the agreement with the Capital Area Council of Governments Capital Area Emergency Communications District (CAECD) for the Private Switch/Automatic Location Identification for 9-1-1 Emergency Service and authorize the execution of the agreement.

12. Discuss, consider, and take appropriate action on approving the Statement of Work/Agreement between Office Depot and Williamson County to provide Hard Drive Shredding Services in the amount of $4,608.00 per Omnia National Co-Operative Contract R160204, and authorizing the execution of the agreement.

13. Discuss, consider and take appropriate action on approving the service contract between Williamson County and Spectrum Internet Service to provide the installation and internet service to the Williamson County Tax Office in the amount of $313.98 and exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C)(electric power, gas, water, and other utility services;) and authorizing execution of the agreement.

14. Discuss, consider, and take appropriate action on purchasing thirteen (13) Pin Pads (credit card readers) and three (3) Stands through ActiveNet for the Parks Department for a one-time fee of $4,255.00 and authorize the execution of the agreement.

15. Discuss, consider and take appropriate action on approving the agreement between Northwestern University for Public Safety and Williamson County for the Williamson County Sheriff's Office to be the host agency to conduct the School of Police Staff and Command at the Williamson County Sheriff's Office Training Center located at 8160 Chandler Road, Hutto TX 78634 and authorize the execution of the agreement.

16. Discuss, consider and take appropriate action on acceptance of a donation of a Parrot ANAFI PF 28000 Drone from Motorola Solutions to be used for training purposes by the Williamson County Sheriff's Office pursuant to Tex. Loc. Gov't Code § 81.032.

17. Discuss, consider, and take appropriate action on approving an agreement between Williamson County and CI Technologies, Inc. for IAPro software for the Williamson County Sheriff's Office in the amount of $38,000.00 and authorizing execution of the agreement.

18. Discuss, consider and take appropriate action on approving the labor proposal between Williamson County and Carrier Corporation for Chiller repair services in the amount of $24,095.00 per the terms of Buy Board contract #631-20 and authorizing the execution of this agreement.

19. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Rodriguez Engineering Laboratories and Williamson County dated April 21, 2020 for On Call Materials Testing and Geotechnical Engineering Services. Funding Source: 01.0200.0210.004160.

20. Discuss, consider and take appropriate action on approving the extension of Herbicides Contract #1911, renewal option period 2, for the same pricing, terms and conditions as the existing contract with Nutrien Ag Solutions, Inc. for the term September 24, 2021 – September 23, 2022. This contract is used by the Road and Bridge Department to purchases chemicals to control unwanted roadside vegetation.

21. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise IFB T5045 and receive sealed bids for the installation and realignment of CR 404 City of Hutto 18 Inch Transmission Water Line along Future County Road and FM 973. Funding Source is P390.

22. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB T5023 CR 200 Reconstruction. Funding Source is P285.

23. Discuss, consider and take appropriate action on approval of the preliminary plat for the Taylor Ranchettes subdivision – Precinct 4.

24. Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Saddleback at Santa Rita Ranch Phase 1 Subdivision – Precinct 2.

25. Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Cool Water subdivision – Precinct 3.

REGULAR AGENDA

26. 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.

27. Discuss, consider and take appropriate action on requesting the Williamson County Attorney to file a lawsuit to enjoin and restrain the City of Austin pursuant to Chapter 203 of the Texas Property Code in relation to the City of Austin's purchase of the property located at 10811 Pecan Park Boulevard, Building 2, Austin, Texas for purposes of operating and using such property in Williamson County for temporary or permanent housing of individuals in Williamson County, as well as seek any other relief available at law or in equity.

28. Discuss, consider, and take appropriate action to appoint 2 Representatives to the Williamson County Board of Health at the Williamson County & Cities Health Department (WCCHD).

29. Consideration and action with Respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Notes, Series 2021; Authorizing the Levy of an Ad Valorem Tax in Support of the Notes; Approving an Official Statement and a Paying Agent/Registrar Agreement, Awarding the Sale of the Notes; and Authorizing Other Matters Related to the Issuance of the Notes."

30. Discuss, consider and take appropriate action on changes to the Williamson County Employee Policy Manual, to be effective Oct. 1, 2021.

31. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstance to approve a budget amendment to acknowledge additional revenues for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$1,375.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0509.004510	Facilities Repairs	$1,375.00

33. Discuss, consider, and take appropriate action on approving the Amended and Restated Professional Service Agreement (PSA) with BLGY, Inc. for the Children's Advocacy Center Addition, RFQ #2832, and authorizing the execution of the agreement. Funding source is P503.

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

35. Discuss, consider, and take appropriate action on awarding IFB T4327 Great Oaks Drive Improvements at Brushy Creek Road to DeNucci Constructors, LLC and authorizing the execution of the agreement. Funding Source is P270.

36. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $7,027.00 for T1740 Sam Bass Rd Interim Signals (Austin Traffic Signals), Road Bond Project in Commissioner Pct.1 P:462 Funding Source: Road Bond.

37. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $148,710.35 for T3346 Southeast Loop Phase 1 (James Construction Group, LLC), Road Bond Project in Commissioner Pct. 4 P:463 Funding Source: Road Bond.

38. Discuss, consider, and take appropriate action regarding an Archeological Mitigation Plan Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigations on the Corridor C – SH 29 Bypass Project, a Road Bond Project in Commissioner Pct 3. P#: P459

39. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigations on the Ronald Reagan Extension Project, a Road Bond Project in Commissioner Pct. 3 and Pct. 4. P#: P238

40. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigations on the RM 2243 Project, a Road Bond Project in Commissioner Pct. 2 and Pct. 3. P#: P326

41. Discuss, consider and take appropriate action on Contract Amendment No. 1 to the CR 404 Realignment contract between Williamson County and RPS Infrastructure, Inc. relating to the 2019 Road Bond Program.
Project: P391 Fund Source: Road Bonds

42. Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Car-Ma Family Limited Partnership for right of way needed on the Liberty Hill Bypass project (Parcels 41/42). Funding Source: Road Bonds P346

43. Discuss, consider and take appropriate action regarding and Interlocal Agreement Pursuant to Chapter 242, Texas Local Government Code with the City of Jarrell regarding oversight of subdivision plats and approval in the ETJ.

44. Discuss, consider and take appropriate action on a real estate contract with Joseph George Goergen and Barbara Anne Goergen for right of way needed on the Sam Bass Rd. project (Parcel 55). Funding: Road Bonds P462

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

46. Hear presentation on 2021-2022 budget recommendations.

47. Discuss and hear presentation from the County Auditor's Office regarding Revenue estimates for the 2021-2022 Fiscal Year Budget.

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

49. Discuss, consider and take appropriate action to include a record vote on a proposed TOTAL maximum tax rate for Williamson County and R/FM for the tax year 2021.

50. Discuss, consider and take appropriate action on scheduling one public hearing date if the proposed maximum TOTAL tax rate exceeds the total no-new-revenue rate of $0.394024.

51. Discuss, consider, and take action on approving FY22 compensation changes, including elected officials salaries and 2022 TCDRS changes, for employees, elected officials, and retirees.

52. Discus, consider and take appropriate action on authorizing written notice to each elected official of his/her salary and other compensation to be included in the 2021-2022 budget.

53. Discuss, consider and take appropriate action on the acceptance of the 2021-2022 recommended budget for the General Fund (0100) as presented by the Budget Office in the amount of $243,337,737.08.

54. Discuss, consider and take appropriate action on the acceptance of the 2021-2022 recommended budget for the Road and Bridge Fund (0200) as presented by the Budget Office in the amount of $44,298,592.76.

55. Discuss, consider and take appropriate action on the acceptance of the 2021-2022 recommended budget for the Debt Service Fund (0600) as presented by the Budget Office in the amount of $152,869,074.

56. FY 22 Post Recommendation / Departmental Presentations.

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)."

57. 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 Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of drainage easement in relation to County Road 176
v) Discuss acquisition of right of way for Corridor E.

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 and potential acquisition.

58. 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

g) Project Red Hot Chili Pepper

h) Project Nirvana

59. 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) Claim of Regina Wright.

i) 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.

j) 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.

k) 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.
l) 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.
m) 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.
n) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
o) 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.
p) 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.
q) Shamona Harris - EEOC Charge #451-2021-00812.
r) 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.
s) 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.
t) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
u) 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.
v) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
w) 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.
x) 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.
y) Kelli Bomer - EEOC Charge #451-2021-00920.
z) Gary Haston - EEOC Charge #451-2021-01145.
aa) 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.
bb) 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.
cc) Legal claims of Donald L. Foiles, Jr.
dd) Civil Action No. 1:21-cv-615; Bernardo Acosta v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
ee) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
ff) Williamson County Landfill Operation Agreement Terms and Conditions.

60. 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).

61. 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)

62. Discuss and take appropriate action concerning economic development.

63. Discuss and take appropriate action concerning real estate.

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

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
g) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
h) Claim of Regina Wright.
i) 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.
j) 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.
k) 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.
l) 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.
m) 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.

n) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
o) 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.
p) 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.
q) Shamona Harris - EEOC Charge #451-2021-00812.
r) 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.
s) 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.
t) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
u) 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.
v) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
w) 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.
x) 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.
y) Kelli Bomer - EEOC Charge #451-2021-00920.
z) Gary Haston - EEOC Charge #451-2021-01145.
aa) 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.
bb) 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.
cc) Legal claims of Donald L. Foiles, Jr.
dd) Civil Action No. 1:21-cv-615; Bernardo Acosta v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
ee) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
ff) Williamson County Landfill Operation Agreement Terms and Conditions.

65. 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.

66. Comments from Commissioners.

67. 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 30th day of July, 2021 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 08/03/2021

Line Item Transfer for District Attorney

Submitted By: Ronnie Simek, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to help cover the expenses of Office Furniture needed in the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003398	Video/CD/DVD	$1,700
To	0100-0440-003005	Office Furniture < $5,000.00	$1,700

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/26/2021 12:30 PM
Budget Office	Ashlie Holladay	07/26/2021 12:54 PM
Form Started By: Ronnie Simek		Started On: 07/26/2021 09:23 AM
Final Approval Date: 07/26/2021		

Commissioners Court - Regular Session **4.**

Meeting Date: 08/03/2021

EMS LIT

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

Line item transfer to cover potential facility maintenance issues for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > $5,000	$3,000
To	0100-0540-004510	Facility Maint & Repair	$3,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/28/2021 09:46 AM
Budget Office	Ashlie Holladay	07/28/2021 11:12 AM

Form Started By: Michael Knipstein Started On: 07/28/2021 08:35 AM

Final Approval Date: 07/28/2021

Commissioners Court - Regular Session **5.**

Meeting Date: 08/03/2021

Line Item Transfer

Submitted For: Mike Gleason **Submitted By:** Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfers for the Sheriff's Office.

Background

These line item transfers will provide sufficient funding to complete FY21. The Internet/Email services line item is used for in-car computer access, internet search tools, cable TV services, etc. The cell phone line item is utilized for officer cell phones as well as equipment requiring these services. We have worked with the Budget Office to be certain cell phone service is properly budgeted for FY22 and will also work with the Budget Office on Internet/Email. Funding is available due to favorable pricing received on vehicle purchases.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.005700	Vehicles > $5,000	$14,700.00
To	0100.0560.004210	Internet/Email Services	$10,000.00
To	0100.0560.004209	Cellular Phone/Pager	$4,700.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/28/2021 11:09 AM
Budget Office	Ashlie Holladay	07/28/2021 11:14 AM
Form Started By: Peggy Braun		Started On: 07/28/2021 10:26 AM
Final Approval Date: 07/28/2021		

Commissioners Court - Regular Session **6.**

Meeting Date: 08/03/2021

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	07/29/2021 08:23 AM
County Judge Exec Asst.	Becky Pruitt	07/29/2021 08:41 AM
Form Started By: Kayla Marek		Started On: 07/29/2021 08:01 AM
Final Approval Date: 07/29/2021		

Department	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
County Judge	Information Aide.1901.001100.	13626	$28,578.35	3.00%	$857.35	MERIT	6-Aug-21
County Judge	PT Switchboard Operator.9998.001101.	15687	$28,579.20	3.00%	$857.38	MERIT	6-Aug-21
County Treasurer	Deputy Treasurer II.0724.001100.	15392	$37,344.20	2.00%	$746.88	MERIT	6-Aug-21
Justice of the Peace 1	Senior Court Clerk.0977.001100.	15078	$37,650.97	1.00%	$376.51	MERIT	6-Aug-21
Justice of the Peace 1	Court Administrator I.0970.001100.	15129	$43,411.16	1.00%	$434.11	MERIT	6-Aug-21
Purchasing	Purchasing Agent.1215.001100.	15604	$108,867.72	2.00%	$2,177.35	MERIT	6-Aug-21

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0400	001100	857.35	
01	0100	0400	001101	857.38	
01	0100	0400	002010	131.18	
01	0100	0400	002020	249.66	
01	0100	0494	001100	2177.35	
01	0100	0494	002010	166.57	
01	0100	0494	002020	317.02	
01	0100	8001	001130		3,892.08
01	0100	8001	002010		297.75
01	0100	8001	002020		566.68
01	0100	0451	001100	810.62	
01	0100	0451	001130		810.62
01	0100	0497	001100	746.88	
01	0100	0497	001130		746.88

Commissioners Court - Regular Session **7.**

Meeting Date: 08/03/2021

Assets for Auction Monthly Report 8.3.21

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, pursuant to Tx. Local Gov't Code 263.152, for the period of 07/01/2021 through 07/31/2021.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction Monthly Report 7.31.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/28/2021 03:56 PM
County Judge Exec Asst.	Becky Pruitt	07/28/2021 04:49 PM
Form Started By: Mary Watson		Started On: 07/14/2021 04:14 PM
Final Approval Date: 07/28/2021		

July 2021 MONTHLY REPORT **Court Date:** 8/3/2021

Williamson County - Assets for Auction

Agenda #: 27033

Item	Serial Number	Quantity	Dept.
Plus Copyboard Model N-20J	20JRA5320549	1	911 Communications
JVC 3CMOS Camera	13241079	1	911 Communications
Dell Monitor Model P2213F	CN-OFP04F-72872-35M-AJ5S	1	911 Communications
Dell Monitor Model P2210T		2	911 Communications
Dell OptiPlex 7040	GQ96V62	1	911 Communications
Dell OptiPlex 7050	3GDZSM2	1	911 Communications
Dell Precision Tower Model 3620 Destop PC	FJ5NXM2, FJ4SXM2, FJ5LXM2, FJ5MXM2	4	911 Communications
LIghts		100	Building Maintenance
Filing Cabinets		3	Building Maintenance
Desks		3	Building Maintenance
Pallet of carpet		1	Building Maintenance
Pallet of Cove Base		1	Building Maintenance
4 pallets of Misc Wires		4	Building Maintenance
Rool (Roll?) up doors		3	Building Maintenance
Office Chairs		4	Constable 1
Box of misc. computer speakers & wires		1	Constable 1
Dell flat screen computer monitors		2	Constable 1
5 drawer mteal cabinet		2	County Attorney
2 drawer metal cabinet		3	County Attorney
2 drawer metal cabinet		2	County Attorney
3 drawer small metal filing cabinet		3	County Attorney
Burgundy office chair		1	County Attorney
5 drawer black metal filing cabinet		1	County Attorney
wooden credenza		1	County Attorney
2 drawer wooden filing cabinet		1	County Attorney
Dell Monitor		2	County Attorney
DVD/CD Duplicator		1	County Attorney
4 drawer wooden filing cabinet		1	County Attorney
2 drawer wooden filing cabinet		1	County Attorney
Dell Monitor		2	County Attorney
Dell Latitude 3390 2n1 - Wilco 11741	JT1J2P2	1	County Court at Law 3
Dell Docking Station		1	County Court at Law 3
19" and 22" monitors		2	District Attorney
Boxes containing various items	See List	5	District Attorney
Laptop Docks		9	District Attorney
HP LaserJet 2430n	CNGJF56420	1	District Attorney
Monitor Stands		2	District Attorney
HP Printer LaserJet 9040dn	JPFL767003	1	Elections
HP 43X Toner	C8543X	1	Elections
Panasonic Toughbook CF-20	7AKSA23783	1	Emergency Med Services
Panasonic Toughbook CF-20	9IKSA05061	1	Emergency Med Services
EMS Extrication Turn Out Gear Jackets		7	Emergency Med Services
EMS Extrication Turn out Gear Pants		33	Emergency Med Services
Motorola Minitor V Pager	A04KMS9238CC	1	Emergency Med Services
Panasonic Toughbook CF-54	6ATSA37222	1	Emergency Med Services
Panasonic Toughbook CF-54	6ATSA37985	1	Emergency Med Services
Panasonic Toughbook CF-54	6ATSA37937	1	Emergency Med Services
Panasonic Toughbook CF-54	6ATSA37971	1	Emergency Med Services
Panasonic Toughbook CF-54	6ATSA8053	1	Emergency Med Services
Panasonic Toughbook CF-54	6ATSA30825	1	Emergency Med Services
Panasonic Toughbook CF-54	6ATSA38089	1	Emergency Med Services
Panasonic Toughbook CF-54	6ATSA38019	1	Emergency Med Services
Panasonic Toughbook CF-54	6ATSA37898	1	Emergency Med Services

Misc Cables		1	Emergency Med Services
HP Elite Desk 800G1	MXL6031TDD	1	Extension Service
HP Elite Desk 800 G3 SFF	2AU7392L52	1	Extension Service
Dell Precision T1700 Desktop	Asset Tag 9641 JLJHFZ1	1	HazMat
Dell Latitude E6530 Laptop	Asset Tag 12375 5KXCK02	1	HazMat
Dell Latitude	5KWJK02	1	HazMat
2 cases and 2 chargers for laptops		4	HazMat
Dell Latitude 3390 2n1 laptop	Asset tag 11424 CD35GT2	1	Information Systems
Dell XPS laptop	Asset Tag 11713 DCQM6S2	1	Information Systems
Dell XPS laptop	Asset Tag 8294 2ZQM6S@	1	Information Systems
Dell Latitude 3390 2n1 laptop	Asset Tag 8269 B2896P2	1	Information Systems
Dell XPS laptop	Asset Tag 1205 DQ50662	1	Information Systems
Cisco C3KX-NM106	Wilco 2744 & 4746	2	Information Systems
Tripplite powertrip		1	Information Systems
Trupplite UPS	Wilco 4427 & 2752	2	Information Systems
Dell UPS	Wilco 4743	1	Information Systems
UPS no brand info	Wilco 4744	1	Information Systems
Server Rack		1	Information Systems
Brocade FCX624S Switch	BCV2228G03M	1	Information Systems
Dell E11W002 X1026P Switch		1	Information Systems
OptiPlex 7020 desktop Wilco 2751	7W83C42	1	Information Systems
Avaya 1152A1 Power Distribution Unit Wilco 3447	S02136420505306	1	Information Systems
Misc. Box of Supplies		1	JP 2
All in One Computer	GQDSJ02, GQFWJ02	2	JP 2
Computer extension for desk		1	JP 2
Dell Latitude Tablet plus bag	HCXHSQ2	1	JP 2
Paper Folding Machine	1601200964	1	JP 2
Desk Riser		1	JP 2
Computer Risers		4	JP 2
Hanging Folder Frames		2	JP 2
Sound System	18120042	1	JP 2
Printer	CN61LB40C0 HP SNPRC-1601-01	1	JP 2
Bulletin Board - gray		1	Juvenile Services
Dell OptiPlex 7020	FQF5W52, 2MP1C42, 6GNXB42	3	Juvenile Services
Dell Multimedia Speaker AX510	See List	23	Juvenile Services
Dell Latitude E6530	C31MJ02, C2ZKJ02	2	Juvenile Services
Dell Latitude E6520	CLWRBS, 7XQTBS1	2	Juvenile Services
Dell OptiPlex 7020	5MPXB42, 5MQ2C42, 5MNZB42, 5MQ1C42	4	Juvenile Services
Dell OptiPlex 7010	J6JMRW1	2	Juvenile Services
Dell DLP Front Projector	CN-0CF901-S0081-6AN-0099	1	Juvenile Services
Dell Latitude 5540	41HZN12	1	Juvenile Services
Dell Latitude 3550	81MKG22	1	Juvenile Services
Dell PRO2X	See List	3	Juvenile Services
Dell OptiPlex 7010	J6HTRW1, J6HQRW1, J6JJRW1, J6HSRW1	4	Juvenile Services
Dell Docking Station, DP/N 0PW395	CN-0PW395-73901	1	Sheriff's Office
Floor Chair Mat - Item Removed - givien within dept		1	Sheriff's Office
Panasonic ToughPad Docking Stations FZ-VEBG11	See List	5	Sheriff's Office
Dell Latitude D630 Laptop	G9485F1	1	Sheriff's Office
Dell Latitude E6530 Laptop	JQXBJ02	1	Sheriff's Office
Dell Laptop Dock		1	Sheriff's Office
Speakers	CN-OCJ378371747CF0452,CNOCJ3783717481G06	2	Sheriff's Office
Dell Monitors		2	Sheriff's Office
Dell MFP Color Laser Printer 3115cn	GLCX7P1	1	Sheriff's Office
Dell Printer Model V715W Type 4444-1dw	3TKMBJ	1	Sheriff's Office
OptiPlex 7050 Desktop	4JG1XK2	1	Sheriff's Office
OptiPlex 7040 Desktop	1XB3DH2	1	Sheriff's Office
OptiPlex 7040 Desktop	5W2FXH2	1	Sheriff's Office
Fujitsu fi-7160 Scanner	A36DJ73554	1	Sheriff's Office

Dell Keyboard	KB212-B	1	Sheriff's Office
Dell 24" Monitor	CN-0668VC-74261-73K-19GU-A00	1	Sheriff's Office
Dell 24" Monitor	CN-0668VC-74261-73K-2RNU-A00	1	Sheriff's Office
Dell Optiplex 9020	27ZH942	1	Sheriff's Office
Dell Latitude E5570	CFKT2G2	1	Sheriff's Office
Dell Latitude E6530	36KY8W1	1	Sheriff's Office
Red Stacking Chairs		9	Sheriff's Office
Black Desk Chairs		6	Sheriff's Office
Red Guest Chairs		2	Sheriff's Office
Black Guest Chair		1	Sheriff's Office
Blue Guest Chair		1	Sheriff's Office
Wood Chairs		2	Sheriff's Office
Magnovox TV		1	Sheriff's Office
Sharp TV	7L067786	1	Sheriff's Office
Desk Chair Mats		2	Sheriff's Office

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 26-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Dell Precision Tower Model 3620 Dekstop PC
1. Manufacturer ID #:	FJ5NXM2, FJ4SXM2, FJ5LXM2, FJ5MXM2
1. Oracle Asset #:	205744, 205745, 205748, 205747
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	5129431390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 7/27/2021 9:57 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 26-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7040
1. Manufacturer ID #:	GQ96V62
1. Oracle Asset #:	ALREADY RETIRED
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7050
2. Manufacturer ID #:	3GDZSM2
2. Oracle Asset #:	205715
2. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	5129431390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 7/27/2021 9:58 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 26-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor Model P2213F
1. Manufacturer ID #:	CN-OFP04F-72872-35M-AJ5S
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Dell Monitor Model P2210T
2. Manufacturer ID #:	N/A
2. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	5129431390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 7/27/2021 9:58 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 23-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	JVC 3CMOS Camera
1. Manufacturer ID #:	13241079
1. Oracle Asset #:	202692
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	5129431390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 7/23/2021 4:03 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 26-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Plus Copyboard Model N-20J
1. Manufacturer ID #:	20JRA5320549
1. Oracle Asset #:	NOT FOUND
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	5129431390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 7/27/2021 9:57 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeffrey.shoffner@wilco.org - 16-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Filing Cabinets
1. Manufacturer ID #:	None
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	Desks
2. Manufacturer ID #:	None
2. Condition of Assets:	Unknown
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeffrey Shoffner
Transferring Dept. Contact Ph#:	5129431666
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 7/19/2021 7:46 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeffrey.shoffner@wilco.org - 16-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	100
1. Description:	Lights
1. Manufacturer ID #:	None
1. Condition of Assets:	Unknown
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Gina Wrehsnig
Transferring Dept. Contact Ph#:	5129431599
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ GINA WREHSNIG 7/19/2021 7:46 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeffrey.shoffner@wilco.org - 20-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Pallet of carpet
1. Manufacturer ID #:	None
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Pallet of Cove Base
2. Manufacturer ID #:	None
2. Condition of Assets:	Working
3. Quantity (Mandatory):	4
3. Description:	4 pallets of Misc Wires
3. Condition of Assets:	Unknown
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeffrey Shoffner
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 7/21/2021 7:40 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeffrey.shoffner@wilco.org - 27-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Rool up doors
1. Manufacturer ID #:	Garage type rool up door
1. Condition of Assets:	Unknown
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeffrey Shoffner
Transferring Dept. Contact Ph#:	512-943-3308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 7/28/2021 7:18 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|patrick.youngren@wilco.org - 14-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Office Chairs
1. Manufacturer ID #:	Unknown
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Box of misc. computer speakers & wires
2. Manufacturer ID #:	UNKNOWN
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	Dell flat screen computer monitors
3. Manufacturer ID #:	UNKNOWN
3. Condition of Assets:	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	Patrick.Youngren@wil
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Patrick Youngren 7/14/2021 3:44 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 01-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	5 drawer black metal filing cabinet
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	wooden credenza
2. Manufacturer ID #:	HON
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	2 drawer wooden filing cabinet
3. Manufacturer ID #:	HON
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	2
4. Description:	Monitor
4. Manufacturer ID #:	Dell
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DVD/CD Duplicator
5. Manufacturer ID #	Spartan
5. Condition of Assets	Non-Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Stephanie Lloyd 7/1/2021 11:36 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction

Asset Status Change

Asset Status Change

Court Date:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 01-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	4 drawer wooden filing cabinet
1. Condition of Assets:	Non-Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Stephanie Lloyd 7/1/2021 11:37 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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 01-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	5 drawer metal cabinet
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	2 drawer metal cabinet
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	2 drawer metal cabinet
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	3
4. Description:	3 drawer small metal filing cabinet
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Burgundy office chair
5. Condition of Assets	Non-Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Stephanie Lloyd 7/1/2021 11:17 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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 15-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2 drawer wooden filing cabinet
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Dell Monitor
2. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Stephanie Lloyd 7/15/2021 8:19 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 02-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 3390 2n1 - Wilco #11741
1. Manufacturer ID #:	JT1J2P2
1. Oracle Asset #:	215038
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Docking Station
2. Manufacturer ID #:	N/A
2. Condition of Assets:	Unknown
Transferring Dept.:	County Court at Law 3
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Doug Arnold 7/2/2021 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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|ron.baldwin@wilco.org - 09-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	19" and 22" monitors
1. Manufacturer ID #:	Dell
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	5
2. Description:	Boxes Containing: calbes, adapters, power adapters, mice, keyboards, laptop batteries, calculator w/ printer, CD/DVD/Blu-Ray Drive, Apple AirPort, PC speakers
2. Manufacturer ID #:	Various
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	9
3. Description:	Laptop Docks
3. Manufacturer ID #:	Dell
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	HP LaserJet 2430n
4. Manufacturer ID #:	CNGJF56420
4. Oracle Asset #:	NOT FOUND
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	Monitor Stands
5. Manufacturer ID #	Dell
5. Oracle Asset #	N/A
5. Condition of Assets	Non-Working
Transferring Dept.:	District Attorney

Asset Status Change

Asset Status Change

Transferring Dept. Contact Person	Ron Baldwin
Transferring Dept. Contact Ph#:	5129431234
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Grace Frias 7/16/2021 10:58 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jerry.michalek@wilco.org - 12-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Printer LaserJet 9040dn
1. Manufacturer ID #:	JPFL767003
1. Oracle Asset #:	ALREADY RETIRED
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP 43X Toner
2. Manufacturer ID #:	C8543X
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
Transferring Dept.:	Elections
Transferring Dept. Contact Person	Jerry Michalek
Transferring Dept. Contact Ph#:	512-943-1156
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jenifer Favreau 7/13/2021 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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 09-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	PANASONIC TOUGHBOOK CF-54
1. Manufacturer ID #:	SERIAL # 6ATSA38025 WILCO ID # 5145
1. Oracle Asset #:	150381
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	PANASONIC TOUGHBOOK CF-54
2. Manufacturer ID #:	SERIAL # 6ATSA38089 WILCO ID # 3555
2. Oracle Asset #:	150383
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	PANASONIC TOUGHBOOK CF-54
3. Manufacturer ID #:	SERIAL # 6ATSA38019 WILCO ID # 8835
3. Oracle Asset #:	150385
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	PANASONIC TOUGHBOOK CF-54
4. Manufacturer ID #:	SERIAL # 6ATSA37898 WILCO ID # 1988
4. Oracle Asset #:	150390
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	MISC CABLES
5. Condition of Assets	Unknown
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Mike Knipstein 7/9/2021 10:33 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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 09-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	PANASONIC TOUGHBOOK CF-54
1. Manufacturer ID #:	SERIAL # 6ATSA37222 WILCO ID # 3554
1. Oracle Asset #:	150389
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	PANASONIC TOUGHBOOK CF-54
2. Manufacturer ID #:	SERIAL # 6ATSA37985 WILCO ID # 1044
2. Oracle Asset #:	150386
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	PANASONIC TOUGHBOOK CF-54
3. Manufacturer ID #:	SERIAL # 6ATSA37937 WILCO ID # 9054
3. Oracle Asset #:	150387
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	PANASONIC TOUGHBOOK CF-54
4. Manufacturer ID #:	SERIAL # 6ATSA37971 WILCO ID # 3640
4. Oracle Asset #:	150397
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	PANASONIC TOUGHBOOK CF-54
5. Manufacturer ID #	SERIAL # 6ATSA8053 WILCO ID # 1051
5. Oracle Asset #	NOT FOUND
5. Condition of Assets	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mike Knipstein 7/9/2021 10:34 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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 08-07-2021
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	7
1. Description:	EMS EXTRICATION TURN OUT GEAR JACKETS
1. Manufacturer ID #:	GLOBE LIFELINE
1. Oracle Asset #:	N/A
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	33
2. Description:	EMS EXTRICATION TURN OUT GEAR PANTS
2. Manufacturer ID #:	GLOBE LIFELINE
2. Oracle Asset #:	N/A
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	MOTOROLA MINITOR V PAGER
3. Manufacturer ID #:	A04KMS9238CC
3. Oracle Asset #:	NOT FOUND
3. Condition of Assets:	Non-Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mike Knipstein 7/8/2021 11:55 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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 02-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	PANASONIC TOUGHBOOK CF-20
1. Manufacturer ID #:	WILCO ID WC01162 SERIAL # 7AKSA23783
1. Oracle Asset #:	181566
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	PANASONIC TOUGHBOOK CF-20
2. Manufacturer ID #:	WILCO ID 13659 SERIAL # 9IKSA05061
2. Oracle Asset #:	NOT FOUND
2. Condition of Assets:	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mike Knipstein 7/9/2021 10:34 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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 24-05-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Elite Desk 800 G1
1. Manufacturer ID #:	MXL6031TDD
1. Oracle Asset #:	153382
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	HP Elite Desk 800 G3 SFF
2. Manufacturer ID #:	2AU7392L52
2. Oracle Asset #:	NOT FOUND
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Condition of Assets:	Unknown
Transferring Dept.:	Extension Service
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Katherine Whitney 7/16/2021 1:14 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 30-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Precision T1700 Desktop - Asset Tag 9641
1. Manufacturer ID #:	JLJHFZ1
1. Oracle Asset #:	77311
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude E6530 Laptop - Asset Tag 12375
2. Manufacturer ID #:	5KXCK02
2. Oracle Asset #:	82213
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude
3. Manufacturer ID #:	5KWJK02
3. Oracle Asset #:	82212
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	4
4. Description:	2 cases and 2 chargers for laptops
4. Manufacturer ID #:	n/a
4. Oracle Asset #:	n/a
4. Condition of Assets:	Unknown
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Hank Jones 6/30/2021 11:42 AM
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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 01-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Cisco C3KX-NM106
1. Manufacturer ID #:	no SN - Wilco #2744 and Wilco #4746
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Tripplite powerstrip
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	Tripplite UPS
3. Manufacturer ID #:	Wilco #4427 and #2752
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell UPS
4. Manufacturer ID #:	Wilco #4743
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	UPS - no brand info
5. Manufacturer ID #	Wilco #4744
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Tammy McCulley 7/1/2021 2:12 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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 30-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 3390 2n1 laptop - Asset Tag 11424
1. Manufacturer ID #:	CD35GT2
1. Oracle Asset #:	221083
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell XPS laptop - Asset Tag 11713
2. Manufacturer ID #:	DCQM6S2
2. Oracle Asset #:	216036
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell XPS laptop - Asset Tag 8294
3. Manufacturer ID #:	2ZQM6S2
3. Oracle Asset #:	2ZQM6S2
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 3390 2n1 laptop - Asset Tag 8269
4. Manufacturer ID #:	B2896P2
4. Oracle Asset #:	218058
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell XPS laptop - Asset Tag 1205
5. Manufacturer ID #	DQ50662
5. Oracle Asset #	145322
5. Condition of Assets	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Tammy McCulley 6/30/2021 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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 01-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Server Rack
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Brocade FCX624S Switch
2. Manufacturer ID #:	BCV2228G03M
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell E11W002 X1026P Switch
3. Manufacturer ID #:	n/a
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	OptiPlex 7020 desktop Wilco #2751
4. Manufacturer ID #:	7W83C42
4. Oracle Asset #:	120259
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Avaya 1152A1 Power Distribution Unit Wilco #3447
5. Manufacturer ID #	S02136420505306
5. Oracle Asset #	N/A
5. Condition of Assets	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Tammy McCulley 7/1/2021 2:10 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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sfriedman@wilco.org - 24-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Desk Riser
1. Manufacturer ID #:	None
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	Computer Risers
2. Manufacturer ID #:	None
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Hanging Folder Frames
3. Manufacturer ID #:	None
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Sound System
4. Manufacturer ID #:	Wilco Tag 9324 / SN 18120042
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Printer
5. Manufacturer ID #	CN61LB40C0 / HP SNPRC-1601-01
5. Condition of Assets	Unknown
Transferring Dept.:	Justice of the Peace 2
Transferring Dept. Contact Person	Sheri Friedman
Transferring Dept. Contact Ph#:	512-260-4253
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa East 6/29/2021 9:08 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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sfriedman@wilco.org - 24-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Misc. Box of Supplies
1. Manufacturer ID #:	None
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	All in One Computer
2. Manufacturer ID #:	GQDSJ02 and GQFWJ02
2. Oracle Asset #:	80154, 80155
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Computer extension for desk
3. Manufacturer ID #:	None
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude Tablet plus bag
4. Manufacturer ID #:	HCXHSQ2
4. Oracle Asset #:	212915
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Paper Folding Machine
5. Manufacturer ID #	Serial# 1601200964
5. Oracle Asset #	175645
5. Condition of Assets	Non-Working
Transferring Dept.:	Justice of the Peace 2
Transferring Dept. Contact Person	Sheri Friedman

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	sfriedman@wilco.org
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Melissa East 6/29/2021 9:09 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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|robertolopez@wilco.org - 14-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell DLP Front Projector
1. Manufacturer ID #:	CN-0CF901-S0081-6AN-0099
1. Oracle Asset #:	NOT FOUND
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5540
2. Manufacturer ID #:	41HZN12;
2. Oracle Asset #:	114286
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 3550
3. Manufacturer ID #:	81MKG22
3. Oracle Asset #:	148353
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	3
4. Description:	Dell PRO2X
4. Manufacturer ID #:	CN-035RXK-12961-49P-2275-A00; CN-035RXK-12961-49P-2187-A00; CN-035RXK-12961-2CA-4207-A00
4. Oracle Asset #:	N/A
4. Condition of Assets:	Working
5. Quantity (Mandatory):	4
5. Description	Dell Optiplex 7010
5. Manufacturer ID #	J6HTRW1; J6HQRW1; J6JJRW1; J6HSRW1
5. Oracle Asset #	65375, 65368, 65369, 65377
5. Condition of Assets	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ John Pelczar 7/16/2021 10:47 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	Leisa Jones,2021-04-16T19:07:45Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Bulliten Board-gray
1. Manufacturer ID #:	NA
1. Condition of Assets:	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Leisa Jones
Transferring Dept. Contact Ph#:	5129433213
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ John Pelczar 5/25/2021 2:17 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:	8/3/2021
Agenda Item:	27033
Asset(s) delivered to warehouse on:	6/16/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|robertolopez@wilco.org - 14-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Dell Optiplex 7020
1. Manufacturer ID #:	FQF5W52; 2MP1C42; 6GNXB42
1. Oracle Asset #:	NOT FOUND, NOT FOUND, 119373
1. Condition of Assets:	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 7/16/2021 10:47 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|robertolopez@wilco.org - 14-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	23
1. Description:	Dell Multimedia Speaker AX510
1. Manufacturer ID #:	CN-OC730C-71623-9CB-2713; CN-OC730C-71623-1CF-0065; CN-OC730C-71623-1CF-0039; CN-OC730C-71623-2BM-3623; CN-OC730C-71623-2CM-5408; CN-OC730C-71623-9CB-2723; CN-OC730C-71623—9CB-2702; CN-OC730C-71623-9C9-4206; CN-OC730C-71623-9CB-2692; CN-OC730C-71623-2BM
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Dell Latitude E6530
2. Manufacturer ID #:	C31MJ02; C2ZKJ02;
2. Oracle Asset #:	80160, ALREADY RETIRED
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	Dell Latitude E6520
3. Manufacturer ID #:	CLWRBS; 7XQTBS1
3. Oracle Asset #:	58126, 58127
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	4
4. Description:	Dell OptiPlex 7020
4. Manufacturer ID #:	5MPXB42; 5MQ2C42; 5MNZB42; 5MQ1C42
4. Oracle Asset #:	119380, 119371, 119374, 119379
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	Dell Optiplex 7010
5. Manufacturer ID #	J6JKRW1; J6JMRW1;
5. Oracle Asset #	65373, 65371
5. Condition of Assets	Working

Asset Status Change

Asset Status Change

Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	5129433204
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ John Pelczar 7/16/2021 10:46 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 28-05-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	9
1. Description:	Red Stakcing Chairs
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	6
2. Description:	Black Desk Chairs
3. Quantity (Mandatory):	2
3. Description:	Red Guest Chairs
4. Quantity (Mandatory):	1
4. Description:	Black Guest Chair
5. Quantity (Mandatory):	1
5. Description	Blue Guest Chair
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Peggy Braun
Transferring Dept. Contact Ph#:	5125545036
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Peggy Braun 7/16/2021 10:27 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 28-05-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Wood Chairs
2. Quantity (Mandatory)::	1
2. Description:	Magnovox TV
2. Oracle Asset #:	NOT FOUND
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Sharp TV
3. Manufacturer ID #:	7L067786
3. Oracle Asset #:	NOT FOUND
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	Desk Chair Mats
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Peggy Braun
Transferring Dept. Contact Ph#:	5129431316
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Peggy Braun 7/16/2021 10:27 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Asset Status Change

Title:	Virginia Johnson,2021-03-11T16:54:41Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell - Docking Station, DP/N 0PW395
1. Manufacturer ID #:	CN-0PW395-73901
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Floor Chair Mat - Item Removed - given within department
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	5
3. Description:	Panasonic - ToughPad Docking Stations, FZ-VEBG11
3. Manufacturer ID #:	6HDSA18633; 6JDSA20753; 4CDSA18618; 7LDSA39639; 6JDSA20752
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Virginia Johnson
Transferring Dept. Contact Ph#:	512.244.8633
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 4/15/2021 1:43 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:	8/3/2021
Asset(s) delivered to warehouse on:	4/12/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 30-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude D630 Laptop
1. Manufacturer ID #:	G9485F1
1. Oracle Asset #:	45811
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude E6530 Laptop
2. Manufacturer ID #:	JQXBJ02
2. Oracle Asset #:	81186
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Laptop Dock
3. Manufacturer ID #:	n/a
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kenneth E. Evans 6/30/2021 12:54 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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 12-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OptiPlex 7050 Desktop
1. Manufacturer ID #:	4JG1XK2
1. Oracle Asset #:	190674
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	OptiPlex 7040 Desktop
2. Manufacturer ID #:	1XB3DH2
2. Oracle Asset #:	182639
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	OptiPlex 7040 Desktop
3. Manufacturer ID #:	5W2FXH2
3. Oracle Asset #:	182586
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Fujitsu fi-7160 Scanner (Williamson County #5444)
4. Manufacturer ID #:	A36DJ73554
4. Oracle Asset #:	206757
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Dell Keyboard
5. Manufacturer ID #	KB212-B
5. Oracle Asset #	N/A
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#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James D. Carmona 7/12/2021 3:09 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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 12-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Speakers
1. Manufacturer ID #:	CN-0CJ378-37174-7CF-0452 & CN0CJ378-37174-81G-0647
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Dell Monitors
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell MFP Color Laser Printer 3115cn (Williamson County #5661)
3. Manufacturer ID #:	GLCX7P1
3. Oracle Asset #:	56632
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Dell Printer-Model V715W Type 4444-1dw
4. Manufacturer ID #:	3TKMBJ
4. Oracle Asset #:	NOT FOUND
4. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James D. Carmona 7/12/2021 3:09 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction

Asset Status Change

Asset Status Change

Court Date:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 28-05-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell 24" Monitor
1. Manufacturer ID #:	CN-0668VC-74261-73K-19GU-A00
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell 24" Monitor
2. Manufacturer ID #:	CN-0668VC-74261-73K-2RNU-A00
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex 9020
3. Manufacturer ID #:	27ZH942
3. Oracle Asset #:	119300
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude E5570
4. Manufacturer ID #:	CFKT2G2
4. Oracle Asset #:	186675
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Latitude E6530
5. Manufacturer ID #	36KY8W1
5. Oracle Asset #	65253
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Peggy Braun

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5129431316
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Peggy Braun 7/16/2021 10:26 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:	8/3/2021
Agenda Item:	27033

Asset Status Change

Commissioners Court - Regular Session **8.**

Meeting Date: 08/03/2021

Assets for Transfer Monthly Report 8.3.21

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, pursuant to Tx. Local Gov't Code 263.152, for the period of 07/01/2021 through 07/31/2021.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer Monthly Report 7.31.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/28/2021 03:57 PM
County Judge Exec Asst.	Becky Pruitt	07/28/2021 04:49 PM
Form Started By: Mary Watson		Started On: 07/14/2021 04:16 PM
Final Approval Date: 07/28/2021		

July 2021 **MONTHLY REPORT** **Court Date:** **8/3/2021**

Williamson County - Assets for Transfer

Agenda #: **27034**

Item	Serial Number	Quantity	FROM DEPT.	TO DEPT.
Monitors		2	Auction	CC at Law 2
Dell Latitude 5501 Laptop	242429 Tag B965X33	1	CSCD-County Purch	Pre-Trial Services
Dell Latitude 5501 Laptop	242406 Tag HV53X33	1	CSCD-County Purch	Pre-Trial Services
Apple iPad-8thGen MYLA2LL/A	GG7DG2PVQ1GD	1	Information Systems	Purchasing
Apple iPad-8thGen MYLA2LL/A	F9FDK1KRQ1GD	1	Information Systems	Purchasing
Apple iPads	F9FDK0KHQ1GD, F9FDK0W	2	Information Systems	District Clerk
Dell Latitude 5580 Laptop	3GJR4M2, 7VBR4M2	2	JP 3	Veteran Services

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 18-06-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Monitors
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Condition of Assets:	Working
Transferring Dept.:	Auction
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Tammy McCulley 6/21/2021 9:51 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	County Court at Law 2
Receiving Department Contact Person:	Brenda Staples
Receiving Dept. Contact Ph#:	512-943-1352
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Flor Salas
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Flor Salas 7/16/2021 11:23 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	8/3/2021
Agenda Item:	27034

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jamie.carrillo@wilco.org - 17-06-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5501 Laptop
1. Manufacturer ID #:	Service Tag B965X33
1. Oracle Asset #:	242429
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5501 Laptop
2. Manufacturer ID #:	Service Tag HV53X33
2. Oracle Asset #:	242406
2. Condition of Assets:	Working
Transferring Dept.:	CSCD - County Purchased
Transferring Dept. Contact Person	Melissa Ramos
Transferring Dept. Contact Ph#:	512-943-3504
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Melissa Ramos 7/2/2021 9:47 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Pre-Trial Services
Receiving Department Contact Person:	Jamie Carrillo
Receiving Dept. Contact Ph#:	943-1496
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Jamie Carrillo
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Jamie Carrillo 7/2/2021 10:50 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 02-06-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Apple iPads
1. Manufacturer ID #:	F9FDK0KHQ1GD, F9FDK0W9Q1GD
1. Oracle Asset #:	252616, 252617
1. Condition of Assets:	Working
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:	✓ Tammy McCulley 6/3/2021 7:03 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	District Clerk
Receiving Department Contact Person:	Teresa Maskunas
Receiving Dept. Contact Ph#:	512-943-1030
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Teresa Maskunas
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Teresa Maskunas 7/7/2021 4:27 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 01-07-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Apple iPad - 8th Gen - MYLA2LL/A
1. Manufacturer ID #:	GG7DG2PVQ1GD
1. Oracle Asset #:	251738
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Apple iPad - 8th Gen - MYLA2LL/A
2. Manufacturer ID #:	F9FDK1KRQ1GD
2. Oracle Asset #:	252616
2. Condition of Assets:	Working
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:	✓ Tammy McCulley 7/1/2021 1:08 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Purchasing
Receiving Department Contact Person:	Kerstin Hancock
Receiving Dept. Contact Ph#:	512-943-1546
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Kerstin Hancock
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Kerstin N. Hancock 7/1/2021 12:05 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|maalcala@wilco.org - 26-05-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell Latitude 5580 laptop
1. Manufacturer ID #:	3GJR4M2, 7VBR4M2
1. Oracle Asset #:	202711, 202712
1. 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 6/2/2021 2:41 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Veteran Services
Receiving Department Contact Person:	Sherry Golden
Receiving Dept. Contact Ph#:	512-943-1900
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Sherry Golden
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Sherry A. Golden 7/16/2021 11:07 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	8/3/2021
Agenda Item:	27034

Asset Status Change

Commissioners Court - Regular Session **9.**

Meeting Date: 08/03/2021

Assets for Destruction Monthly Report 8.3.21

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, pursuant to Tx. Local Gov't Code 263.152, for the period of 07/01/2021 through 07/31/2021.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Destruction Monthly Report 7.31.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/28/2021 03:57 PM
County Judge Exec Asst.	Becky Pruitt	07/28/2021 04:50 PM
Form Started By: Mary Watson		Started On: 07/14/2021 04:17 PM
Final Approval Date: 07/28/2021		

July 2021 **MONTHLY REPORT** **Court Date:** **8/3/2021**

Williamson County - Assets for Destruction

Agenda #: **27035**

Item	Serial Number	Quantity	Dept.
Motorola Minitor VI Pager	1365SL0089	1	Emergency Med Services
Motorola Minitor VI Pager	1365TZ0785	1	Emergency Med Services
Motorola Minitor VI Pager	1368RH2162	1	Emergency Med Services
Motorola Minitor VI Pager	1368RH2169	1	Emergency Med Services
SSCOR Suction Untit 74000	S25572	1	Emergency Med Services
SSCOR Suction Untit 74000	S24149	1	Emergency Med Services
Panasonic Toughbook CF-54	6ATSA37078	1	Emergency Med Services
Panasonic Toughbook CF-54	6ATSA37270	1	Emergency Med Services
Area Rae air monitors (17 - 20)	See List	4	HazMat
Ludlum 2241		2	HazMat
Motorola XTL 5000	500CGV1167	1	Wireless Communications

Asset Status Change

Title:	i:0#.f|membership|jessica.toothman@wilco.org - 09-07-2021
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic Toughbook CF-54
1. Manufacturer ID #:	6ATSA37078
1. Oracle Asset #:	150391
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Panasonic Toughbook CF-54
2. Manufacturer ID #:	6ATSA37270
2. Oracle Asset #:	150396
2. Condition of Assets:	Non-Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	512-943-1283
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mike Knipstein 7/19/2021 8:15 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:	8/3/2021
Agenda Item:	27035

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 24-06-2021
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MOTOROLA MINITOR VI PAGER
1. Manufacturer ID #:	S/N 1365SL0089
1. Oracle Asset #:	NOT FOUND
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	MOTOROLA MINITOR VI PAGER
2. Manufacturer ID #:	S/N 1365TZ0785
2. Oracle Asset #:	NOT FOUND
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	MOTOROLA MINITOR VI PAGER
3. Manufacturer ID #:	S/N 1368RH2162
3. Oracle Asset #:	NOT FOUND
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	MOTOROLA MINITOR VI PAGER
4. Manufacturer ID #:	S/N 1368RH2169
4. Oracle Asset #:	NOT FOUND
4. Condition of Assets:	Non-Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mike Knipstein 7/1/2021 7:27 AM
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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 12-07-2021
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	SSCOR SUCTION UNIT 74000
1. Manufacturer ID #:	SERIAL # S25572
1. Oracle Asset #:	NOT FOUND
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	SSCOR SUCTION UNIT 74000
2. Manufacturer ID #:	SERIAL # S24149
2. Oracle Asset #:	NOT FOUND
2. Condition of Assets:	Non-Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mike Knipstein 7/19/2021 8:14 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:	8/3/2021
Agenda Item:	27035

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mwofford@wilco.org - 25-06-2021
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Area Rae air monitors (17 - 20)
1. Manufacturer ID #:	292-504408, 280-500308, 280-500309, 294-500729
1. Oracle Asset #:	NOT FOUND
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	2
2. Description:	Ludlum 2241
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT FOUND
2. Condition of Assets:	Non-Working
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	Michael Wofford
Transferring Dept. Contact Ph#:	5128442676
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michael Wofford 6/25/2021 4:25 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:	8/3/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|pswisher@wilco.org - 18-06-2021
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Motorola XTL 5000
1. Manufacturer ID #:	500CGV1167
1. Oracle Asset #:	NOT FOUND
1. Condition of Assets:	Unknown
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 7/23/2021 4:04 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:	8/3/2021
Agenda Item:	27035

Asset Status Change

Commissioners Court - Regular Session **10.**

Meeting Date: 08/03/2021

Approve Health Fairs Plus proposal for Williamson County Virtual Health Fair 2021

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the agreement between Williamson County and Health Fairs Plus for Employee Benefit Enrollment in the amount of $6,950.00, and authorizing the execution of the agreement.

Background

This agreement allows HR staff to setup and prepare for the Williamson County Virtual Benefits Fair for employees. A number of vendors were sourced for this functionality and declined to quote. Health Fairs Plus can provide the needed platform and provided the attached proposal. The point of contact is Shelley Loughrey. Funding Source: Benefits Budget : Wellness Program, Funding source: 01.0885.0885.004996, pending FY22 budget approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vendor Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/29/2021 10:45 AM
County Judge Exec Asst.	Becky Pruitt	07/29/2021 10:47 AM
Form Started By: Johnny Grimaldo		Started On: 07/28/2021 04:26 PM
Final Approval Date: 07/29/2021		

Proposal #[redacted]

Client Service Agreement – Virtual Event(s)

CLIENT: Williamson County
100 Wilco Way, Georgetown TX 78626

BILL TO: Williamson County
ATTN: sloughrey@wilco.org
100 Wilco Way, Georgetown TX 78626

Services/Description	Date and Time	Rate
Base Price for a 1-Day Online Event		$2,500
Additional Weeks quoted $450 per. Regularly $900	October 4th to October 15th	$900
Additional fees apply based on services from Exhibit A		
6 Additional Wilco Vendor Links @ $100 ea.		$600
Wilco adding 4 more Vendors @ $100 ea.		$400
Financial Advisor	60 mins	$300
Nutrition	30 min Quick Hits	$175
Better Sleep	30 min Quick Hits	$175
Stress Management	30 min Quick Hits	$175
Guided Relaxation and Meditation	30 min Quick Hits	$175
Work-Life Harmony	30 min Quick Hits	$175
Ergonomics	30 min Quick Hits	$175
Hydration Challenge		$250
Step Challenge		$250
Passport Program		$350
Benefit Quiz		$250
Chat Board		$100
	Totals	**$6950**

Cancellation Policy: Once a service is booked and Health Fairs Plus begins building your health fair, there is a $450 cancellation fee. If you cancel less than three weeks from your event, there is a 50% cancellation fee. Health Fairs Plus will bill the full amount for events cancelled one week or less from the event date. Payment terms are 30 days from Client's receipt of the invoice for undisputed invoices.

This agreement is made between Health Fairs Plus, LLC ("**HFP**"), having a business office at 5501 Merchants View Square, Haymarket VA 20169 and Williamson County ("**Client**"), having a business address of 100 Wilco Way, Georgetown TX 78626

This agreement is effective as of July 9, 2021 and will remain in effect through December 31, 2021.

Under the terms of this agreement, **HFP** will provide and manage an online wellness portal for the **Client's** virtual event(s) at the fees shown for the selected services as described in Exhibit A attached. **HFP's** online wellness portal (located at www.employeewellnesshub.com) is an affiliate page of the Employee Wellness Hub (**EWH**). The **Client's** wellness portal will be located at www.employeewellnesshub.com/"Client Name" (referred to as the **Client's wellness portal**). A custom domain can be created and pointed to the **Client's** wellness portal if so desired and the **Client** will be able to promote this domain to users.

HFP agrees to provide the **Client** a non-exclusive license to use the website and software in order to host, manage, track, and obtain reports for employee health/benefit fairs, challenges and wellness programs (consisting of **allowed users** – defined as any person allowed by the client to register on the **Client's** wellness portal including but not limited to employees, employee spouses, dependents, associates, contractors, or anybody else who has permission from the **Client** to register and participate) under the following terms and conditions:
Software and Data use

The software, designs, applications, data and other elements available on or through the **Client's** wellness portal are the property of **HPF** and **EWH** and are protected by US trademark and copyright laws. Neither **Clients** nor **allowed users** may modify, sell, reproduced, data mine, mirror, or distribute in any matter or form the contents and/or graphics of the **client's** wellness portal. **Allowed users** may view and export their own data entries and use the data for their own personal use, or for use in any wellness program organized by the **Client**. **Clients** may have access to all data entries by their **allowed users** as permitted by the laws governing the access and distribution of personal health and wellness information.

Liability Terms and Conditions

Use of this site is at the **Client's** and its **allowed user's** own risk. The information, resources, and tools presented by **HFP** or **EWH** on client's challenge page are for tracking, reporting, and educational purposes only. **HFP** and **EWH** provide general information and interpretations of data entered by the users of the site. This general information is NOT intended to diagnose any disease or condition, nor is it meant to be interpreted as any sort of recommendation of treatments of diseases or conditions. **Allowed users** are highly encouraged to consult with their primary care physician prior to participating in any health or wellness program (including but not limited to challenges, or programs that involve exercise, fitness, nutrition, and/or weight loss). **HFP** and **EWH** are not liable for any data entered into the **Client's** challenge page by an **allowed user**. General information and interpretations are based on the data entered and may decrease in accuracy if inaccurate information is entered.
HFP and **EWH** are not liable for any actions or decisions made by the **Client** or its **allowed users** while participating in, or as a result of participating in a challenge on the **client's** challenge page. **HFP** and **EWH** are not liable for any harm, loss, or damage (including but not limited to personal injury, income, profits, reputation, business, or data) that may be caused to the **Client** or its **allowed users** while participating in, or as a result of, participating in a challenge on the **Client's** challenge page.
Privacy Policies

The **HFP** and **EWH** privacy policies and terms of use are listed on all pages of the Employee Wellness Hub and will be listed on the **Client's** page and cannot be removed by the **Client** or an **allowed user**. **Clients** may request to add additional terms and privacy information but cannot remove any policies or terms already stated. The view the current terms of use and privacy policies, please go to www.employeewellnesshub.com and click on the links at the bottom of the page.

Trademark

The Employee Wellness Hub site, software, graphics, and content are property of Health Fairs Plus and are protected by US trademark laws. Use of this wellness portal does not transfer any ownership or rights to the **Client** or its **allowed users**. Any use of the trademarks, names, logos, or content of the wellness portal is prohibited.
By signing below, the **Client** acknowledges and agrees to all terms and conditions of this agreement. In addition, the **Client** agrees that these terms and conditions represent a fair allocation of the risks and liabilities. The parties who sign below have read and agreed to this document and are authorized to sign on behalf of their respective organizations.

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

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.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination under this provision, Client 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 Client 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 Client 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 Client'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: HFP agrees that Client 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 HFP which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. HFP agrees that Client shall have access during normal working hours to all necessary HFP facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Client shall give HFP reasonable advance notice of intended audits.



July 26, 2021

HFP Signature Date

Client Signature Date

Van Arnold

_ Printed Name

Printed Name

EXHIBIT A

Base Price: $2500

Everything you need to host an online event

- We build your customized site and a virtual health fair with up to 6 customizable feature rooms
- 10 live meeting link-ups with your benefit providers and/or wellness partners
- Event registrations, benefits document uploads, learning library
- Keep the portal open all week for access to the educational information and videos – ADD $350)

Add-ons

Additional Live Meeting Links Over 10: $100/each link

Have more than 10 benefit providers and/or wellness partners that need to attend your event? No problem. We are happy to create up to 30 live meeting link-ups to accommodate any and all of your wellness relationships.

Health and Wellness Professionals: $150 - $550/hr. each

We can provide additional health and wellness professionals for webinars, 1-on-1 consulting, group classes and demos, or virtual chats. Categories include fitness, workouts, cooking demos, nutrition, stress management, yoga, financial, and more. Ask us for a full list of topics that are available.

Additional Activities: $150 - $750 each

More social engagement always improves the attendance of an event. We are happy to create and implement employee challenges, passports programs, games (trivia, bingo, etc.), chat boards, quizzes, scavenger hunts, dance parties, happy hours, and other social items.

Live Help: $150/hr.

Health Fairs Plus can provide live event managers to help with questions, tech-support, manage games, or host other social engagement activities during your event.

Prefer a Health Week?: Add $900 to the base price

Why stop at one day? Spread your event out over a week and prolong the fun! A "Health Week" allows you to space out your live professionals and classes over several days so employees can participate in more of the services provided. **Ask about our Healthy Happy Hour to end your week!**

info@healthfairsplus.com 703-709-1002

Commissioners Court - Regular Session **11.**

Meeting Date: 08/03/2021

Capital Area Emergency Comm. District

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 with the Capital Area Council of Governments Capital Area Emergency Communications District (CAECD) for the Private Switch/Automatic Location Identification for 9-1-1 Emergency Service and authorize the execution of the agreement.

Background

Approval of this item will support the operations of Williamson County 9-1-1 Communications. Attached is a migration letter as well as the private switch agreement that outlines the details of this migration. Williamson County was notified in September 2020 that the current Private Switch/Automatic Location Identification provider had migrated from Intrado (formerly West) to AT&T. This service allows users of multi-line telephone systems to directly control and update location information of their telephone numbers in the 9-1-1 database. This platform allows first responders to see the physical location of the emergency call rather than general billing address. Migration took place August 3, 2020 and as of that date billing changed to the AT&T rates. CAECD has covered the cost of the fee and will continue to do so until September 30th, 2021. Williamson County will be responsible for the full invoice amount beginning October 1st, 2021. It has been estimated that the annual spend at new rates will be $1,100 per year. CAECD has requested we sign the agreement first which has been reviewed/coordinated with the Legal Department and the Judge's Office. Department contact is Kelly Luna. This expenditure will be charged to 01.0100.0503.004505.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Migration Letter

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/29/2021 09:46 AM
County Judge Exec Asst.	Becky Pruitt	07/29/2021 09:57 AM
Form Started By: Erica Smith		Started On: 07/28/2021 10:26 AM
Final Approval Date: 07/29/2021		

Capital Area Council of Governments
Capital Area Emergency Communications District
6800 Burleson Road, Building 310, Suite 165
Austin, Texas 78744-2306
Ph: 512-916-6000 Fax: 512-916-6001
www.capcog.org

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

September 1, 2020

Williamson County
301 SE Inner Loop, Suite 105
Georgetown, TX 78626

Re: Notice of Migration of PS/ALI Account

Dear Customer:

This letter serves as notification that your current PS/ALI provider has effectively migrated from Intrado (formerly West) to AT&T. PS/ ALI is an abbreviation for Private Switch/Automatic Location Identification. PS/ ALI is a service that allows users of multi-line telephone systems, such as a PBX, to directly control and update the location information of their telephone numbers in the 9-1-1 database. Making this identification allows first responders to see the physical location of the call rather than the general billing address.

This migration took place on August 3, 2020. As of that date the monthly billing changed to the AT&T rates. Reflected below are the previous and new rates corresponding to your services:

Intrado Rates:	AT&T Rates:
$.04 per TN	$.70 per 10 TNs
$.004 per TN for ALI monitoring	$71.00 per CAMA trunk
$54.00 per CAMA trunk	$8.25 per EUCL (End User Line Charge) per CAMA

This migration was part of a larger NG-9-1-1 project, which incorporates a new AT&T ESI-net platform of services for the Capital Area Emergency Communications District. CAECD will cover all PS/ALI customer increase *differences* through September 30, 2021. You will be responsible for the full invoice amount beginning October 1, 2021.

New contracts will be issued in January 2021. Please provide us with a minimum of two months' notice if you choose to discontinue services through AT&T. Notices or questions can be sent to CAECDaccounts@capcog.org or you can call 512-916-6004.

Sincerely,

Capital Area Council of Governments
Capital Area Emergency Communications District

Capital Area Council of Governments
Capital Area Emergency Communications District
6800 Burleson Road, Building 310, Suite 165
Austin, Texas 78744-2306
Ph: 512-916-6000 Fax: 512-916-6001
www.capcog.org

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

July 22, 2021

Williamson County
301 SE Innerloop, Suite 105
Georgetown, TX 78626

Re: Private Switch Agreement

Dear Customer:

Enclosed you will find the new Private Switch Contract reflecting the updated costs through AT&T. We have also enclosed a prepaid envelope for you to return a signed copy. That will be signed by the Capital Area Council of Governments Executive Director and a fully executed copy will be sent to you electronically and by post.

In September 2020 you were notified that your PS/ALI provider migrated from Intrado (formerly West) to AT&T.

This migration took place on August 3, 2020. As of that date the monthly billing amounts changed to the AT&T rates. Reflected below are the previous and new rates corresponding to your services:

Intrado Rates:	AT&T Rates:
$.04 per TN	$.70 per 10 TNs
$.004 per TN for ALI monitoring	$71.00 per CAMA trunk
$54.00 per CAMA trunk	$8.25 per EUCL (End User Line Charge) per CAMA

Capital Area Emergency Communications District will continue covering all PS/ALI customer increase *differences* through September 30, 2021. You will be responsible for the full invoice amount beginning October 1, 2021.

If you have any questions, please contact CAECDaccounts@capcog.org or 512-916-6004.

Sincerely,

Capital Area Council of Governments
Capital Area Emergency Communications District

CAPITAL AREA COUNCIL OF GOVERNMENTS

BUSINESS PRI and CAMA Private Switch Agreement for 9-1-1 Emergency Service

This is an agreement between the Capital Area Councils of Governments, ("CAPCOG"), a regional planning commission and political subdivision of the State of Texas which operates the Capital Area Emergency Communications District (CAECD), a regional emergency communications district pursuant to Texas Health & Safety Code, Chapter 772, as amended, and Williamson County, acting in its capacity as a private switch provider ("PSP").

I. RECITALS

WHEREAS, the PSP is responsible for the property listed in "Addendum A" and the PSP provides the property described in "Addendum A" with private switch service; and,

WHEREAS, PSP is willing and able to perform the duties imposed on a business service user by the provisions of the Texas Health and Safety Code, Chapter 771 and/or the Commission on State Emergency Communications (CSEC) and CAPCOG requirements related to 9-1-1 service, and is willing to be bound by such provisions in order to provide 9-1-1 service utilizing a private switch to the facilities on Addendum A; and

WHEREAS, the PSP under applicable provisions of Texas Health & Safety Code, Chapter 771 and/or the CSEC and CAPCOG requirements related to 9-1-1 service, under this Agreement, is required to maintain for the properties listed on "Addendum A" the same level of 9-1-1 service that a telephone company (the Certificated Telecommunications Utility approved to provide telecommunications services and covered by the rules of the Public Utility Commission of Texas, hereafter called CTU) is required to provide to other end users in the territory of CAPCOG; and

WHEREAS, CAPCOG is a local governmental entity authorized to subscribe to the CTU's 9-1-1 service; and,

WHEREAS, CAPCOG is willing to subscribe to the CTU for the necessary 9-1-1 services in order to facilitate compliance with the Texas Health & Safety Code, Chapter 771 and/or CSEC and CAPCOG requirements related to 9-1-1 service; and,

WHEREAS, PSP is willing to reimburse CAPCOG for certain charges incurred by CAPCOG in subscribing to 9-1-1 service;

NOW, THEREFORE, CAPCOG and PSP, in consideration of the mutual promises herein contained, do mutually agree as follows:

II. OBLIGATIONS OF CAPCOG

CAPCOG agrees to contract with the appropriate CTU to supply the needed interface with the E9-1-1 Database to provide enhanced 9-1-1 service.

III. OBLIGATIONS OF PSP USING PRI TRUNKS

A. PSP agrees to utilize a telephone switch that is equipped to send properly formatted ANI information to the CTU and that will bring PSP into full compliance with the requirements applicable to CTUs under the Texas Health & Safety Code, Chapter 772.

B. PSP is expected to pass the station's Calling Party Number (CPN) to the end office. The end office will use the screening list to validate the CPN. The end office will send the CPN to the E911 tandem only if the CPN is valid. Otherwise, the end office will send the default number Billed Telephone Number (BTN) assigned to the PSP. It then delivers the call along with the CPN or (default number) to the Public Safety Answering Point (PSAP).

C. The PSP is responsible for maintaining station-level data in the E911 Database. The E911 Database uses the customer-provided data to create the routing and ALI records that are needed to process the 9-1-1 calls that may originate from the PBX. PSP agrees that it will keep current the database associated with the 9-1-1 service. To this end, PSP will supply updates to the database as changes occur by downloading from PSP's computer to the authorized database provider's computer. PSP must provide a personal computer with modem and appropriate software to access the authorized database provider's database for updates according to the requirements in the Texas PS/ALI New Customer Set Up Guide or such other comparable requirements provided by Capital Area Emergency Communications District ("9-1-1 Database Requirements"). PSP further agrees that PSP shall verify with the authorized database provider on a daily basis the accuracy of the download. Should errors be reported by the authorized database provider, PSP will correct such errors as soon as practicable but no later than the business day following the day the error is reported by the authorized 9-1-1 database provider.

D. PSP agrees to transmit the CPN database information according to the, National Emergency Number Association (NENA) standard for ALI format.

E. PSP must cooperate with CAPCOG in the development and maintenance of the Master Street Address Guide (MSAG).

F. The PSP and CAPCOG agree to exchange and periodically update, at least yearly, contact and escalation lists. The contact and escalation lists are found in Addendum C.

G. If applicable, the PSP proposes to begin offering its Private Switch 9-1-1 Service on NA (the "Service Establishment Date"). Before cutover on the Service Establishment Date, both CAPCOG and the PSP will test the service as set forth in Addendum D.

IV. CHARGES

A. PSP agrees to reimburse CAPCOG for the charges CAPCOG incurs by contracting with PSP for Private Switch 9-1-1 Service, including but not limited to the following charges:

1. Nonrecurring expense (NRE) based on the PS/ALI Database Charges set out in Addendum B.

2. Monthly recurring charges include the following:

    a. Telephone number (TN) records at $.70 per 10 TNs.

    b. CAMA trunking charges at $71.00 per CAMA trunk

    c. End User Line Charge (EUCL) at $8.25 per CAMA trunk

    d. Any other fees required by law associated with network costs or tariffs that can be identified.

    e. Any necessary costs for repair or revision of 9-1-1 service in order to maintain the level of service established in the Technical Standards, and/or 9-1-1 Database Requirements.

B. CAPCOG agrees to notify PSP of any increase or decrease in the charges and PSP agrees to reimburse CAPCOG for the actual charges CAPCOG incurs.

C. CAPCOG agrees to invoice PSP each month for the charges due and the PSP agrees to pay the correct invoice amount within 30 calendar days of PSP's acceptance of the invoice.

D. No recital in this agreement requires or allows a per station service fee to be collected or remitted by business Private Switch Providers.

V. TERM

This Agreement is effective as of the date both CAPCOG and the PSP execute this Agreement and shall continue for a period of one (1) year unless terminated earlier as provided for in this Agreement. Thereafter, this Agreement shall automatically renew each year on the anniversary of the Effective Date until a Party provides written notice of termination to the other Party no less than sixty (60) days prior to the end of the current term.

VI. DEFAULT

A. Conditions of default.

1. PSP understands and agrees that maintenance of the private telephone switch and of the 9-1-1 database is the essence of this Agreement. The failure of PSP to maintain the telephone switch or the database according to the requirements of the Technical

Standards and 9-1-1 Database Requirements, or the failure on PSP's part to cooperate with the development and maintenance of the MSAG, or the non-payment of any charges due hereunder constitutes a condition of default under this Agreement. Questions as to whether a condition of default exists shall be settled by CAPCOG.

2. CAPCOG warrants that its services provided hereunder will be provided in a manner consistent with industry standards and sufficiently to facilitate compliance with Chapter 771 and other legal requirements related to 9-1-1 service, In the event that CAPCOG does not comply with this warranty, then PSP may consider such noncompliance as a condition of default under this Agreement.

B. Notice of default.

Upon the determination by either party that a condition of default exists, the party shall notify the other party in writing of the type and nature of the condition.

C. Cure.

PSP shall have ten working days from the receipt of the notice of default to notify CAPCOG of PSP's exact plan to cure the default. The plan proposed by PSP must include the length of time required for the cure. If PSP's proposed cure is approved by CAPCOG, PSP shall begin to implement the plan immediately. If PSP's proposed cure is not approved by CAPCOG, CAPCOG shall notify PSP of what its concerns are, and PSP shall have five working days after notification to modify the plan according to the concerns specified by CAPCOG.

CAPCOG shall have ten working days from the receipt of the notice of default to notify PSP of CAPCOG's exact plan to cure the default. The plan proposed by CAPCOG must include the length of time required for the cure. If CAPCOG's proposed cure is approved by PSP, CAPCOG shall begin to implement the plan immediately. If CAPCOG's proposed cure is not approved by PSP, PSP shall notify CAPCOG of what its concerns are and CAPCOG shall have five working days after notification to modify the plan according to the concerns specified by PSP.

D. Remedies.

If PSP does not act promptly to devise a plan acceptable to CAPCOG to cure the default or is unable to cure the default within the time specified, CAPCOG reserves the right to pursue all legal remedies, including but not limited to the following:

a. Termination of this agreement, with notice to the Attorney General of the State of Texas that PSP is doing business in Texas without complying with State laws.

b. Seek a restraining order to enjoin the use of the 9-1-1 telephone switch, with notice to the business service user of the property.

If CAPCOG does not act promptly to devise a plan acceptable to PSP to cure the default or is unable to cure the default within the time specified, PSP reserves the right to pursue all legal remedies, including termination of this agreement, with notice to the Attorney General of the State of Texas that CAPCOG is not providing the services to allow PSP to do business in Texas in compliance with State laws.

VII. TERMINATION

As long as PSP provides telephone service through stations served by a private telephone switch, PSP is required to comply with Texas law and/or CSEC and CAPCOG requirements regarding 9-1-1 service. Should the business service user or PSP choose to discontinue the use of a private telephone switch, PSP shall give CAPCOG 60 days prior written notice of the date of discontinuance of the private telephone switch. This Agreement shall not be terminated until all amounts due CAPCOG by PSP have been paid. This Agreement shall be terminated upon the date of discontinuance of the private telephone switch or of the date of final payment of all amounts due CAPCOG by PSP if such amounts are due and unpaid on the date of discontinuance of the private telephone switch.

VIII. NOTICE

A. Notice to be effective under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by certified mail, return receipt requested, to the party's address specified in subparagraph (b) and signed for on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in subparagraph (b).

B. CAPCOG's address is 6800 Burleson Rd., Bldg. 310, Suite 165, Austin, TX 78744, Attention: Executive Director. The PSP's address is:

IX. MISCELLANEOUS

A. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

B. This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by both parties.

C. The following Addendums are part of this Agreement:

a. Name of PSP and Property Location
b. Payment Worksheet
c. Contact and Escalation Lists
d. 9-1-1 Cutover

D. This Agreement is binding on and inures to the benefit of the parties' successors in interest. No right or interest under this Contract shall be assigned without the prior written consent of the parties. Any attempted assignment or delegation shall be void unless made in conformity with this paragraph.

E. This Agreement is performable in Travis County, Texas, and Texas law governs its interpretation and application. All issues arising from this Agreement shall be resolved in Travis County, Texas.

F. This Agreement is executed in duplicate originals.

Capital Area Emergency Communications District/Capital Area Council of Governments	Williamson County
By	By
Betty Voights	(PRINTED NAME)
Executive Director	(Title)
Date:	Date:

ADDENDUM A

Name of PSP and Location:

Name: [redacted]

Address: [redacted]

City, State, Zip [redacted]

Phone [redacted]

Property Name and Address If Different from Above:

Name: _____

Address: _____

City, State, Zip _____

Phone _____

ADDENDUM B

New Customer Database Set-up Fees & ALI System Monitoring Residential and Business

Pricing and Account Initiation

For each PS/ALI account, the nonrecurring expense (NRE) will be based upon the total number of PS/ALI TN records to be loaded into the 9-1-1 database, as indicated below.

- Private Switch Set-up fee - $155.00 per site
- Data Record Load fee - $5.05 per 10 records

Initiation of each account includes remote Program Management assistance in support of account initiation, product support via telephone for initial account setup as required, and one Secure ID token (a security password device used to enable an individual user to log into AT&T system via internet connection for the purpose of updating PSP records). The total TN count must be provided to AT&T in writing by the PSP at the time that service initiation is requested.

ADDENDUM C

PSP Contacts and Escalation List

Database

Name and Title: [redacted]

Address: [redacted]

City, State Zip [redacted]

Phone & Email: [redacted]

Billing

Name and Title: [redacted]

Address: [redacted]

City, State Zip: [redacted]

Phone & Email: [redacted]

Contact Information for Any Alternatives

Name and Title:

Address:

City, State Zip:

Phone & Email:

CAECD/CAPCOG Contact Information

Richard Morales, Emergency Communications Director
6800 Burleson Rd, Building 310, Ste. 165
Austin, TX 78744
512-916-6044 or rmorales@capcog.org

Renee Hoover, 9-1-1 Systems Manager
6800 Burleson Rd, Building 310, Ste. 165
Austin, TX 78744
512-916-6068 or rhoover@capcog.org

CAPCOG Billing Contact

Caecdaccounts@capcog.org

and

Martha Fernandez, Accountant Analyst
6800 Burleson Rd., Bldg. 310, Ste. 165
Austin, TX 78744
512 916-6004 or mefernandez@capcog.org

ADDENDUM D

9-1-1 CUTOVER AND ANNUAL OPERATIONAL TESTING

A. Introduction and Test Objective

1. The purpose of the initial testing, certification and periodic quality assurance testing by CAPCOG personnel is to ensure the successful completion of a 9-1-1 call. CAPCOG staff will verify the correct PSAP receives 9-1-1 calls and that the PSAP equipment displays the correct name, address and telephone number of the calling party.

2. During the initial testing and certification, as well as during periodic assurance testing, the PSP will take the required measures to have the ANI and ALI entered into the database management system operated by the database provider for each address included in the PSP's agreement.

B. PSP Responsibilities

1. The PSP must notify CAPCOG Emergency Communications staff at least ten working days prior to the planned test date. This time frame will allow adequate time for CAPCOG to coordinate with the PSP, compile a testing plan with database records and schedule testing with the affected PSAPs.

2. The PSP will compile an excel spreadsheet or other approved documentation of each test location with the following information included:

> Test street address, test telephone number, name of business and other identifying information as it applies

3. The PSP will notify any persons participating in 9-1-1 test calls to relay the following information to the receiving PSAP:

> "Hello, this is (PSP Name) making a non-emergency test call with CAPCOG. Would you please raise your hand so that CAPCOG may come over and verify ALI information?"

4. The PSP will request the PSAP make at least one call back, to a number previously received on the PSAP 9-1-1 equipment, from each location tested. The call back must be delivered to the extension/location of the original call.

5. PSP will assist CAPCOG with identifying misroute or database errors to ensure proper delivery of the 9-1-1 call.

C. Procedures

1. CAPCOG staff will contact each PSAP the day of testing to verify that testing will be occurring and to determine if the call load is such to allow testing.

2. CAPCOG staff will be on site at the PSAP for all testing. All 9-1-1 testing will occur during business hours of 9am to 4pm Tuesday through Thursday.

3. One test call is made from each location previously supplied to CAPCOG with the caller identifying themselves as making a test call. (As described above in PSP responsibilities paragraph B.3.)

4. CAPCOG staff will confirm ALI information and print ALI record or review ECaTS reporting software. This information may be requested and sent to PSP as confirmation of correct ANI/ALI reporting at PSAP.

D. <u>Test Completion</u>

1. CAPCOG staff will notify all participating PSAPs that testing is completed for the day and if additional testing is required, provide PSAP with additional date and time for follow up testing to be conducted.

2. If additional testing is required, schedule next testing period with PSP, or if no further testing is required, advise PSP that certification is complete and authorize cutover to E9-1-1 service.

3. Complete the PSP Certification Report within three business days following successful completion of the testing, send copy to PSP and place original in PSP file.

Commissioners Court - Regular Session **12.**

Meeting Date: 08/03/2021

Office Depot Shredding for IT

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 Statement of Work/Agreement between Office Depot and Williamson County to provide Hard Drive Shredding Services in the amount of $4,608.00 per Omnia National Co-Operative Contract R160204, and authorizing the execution of the agreement.

Background

This agreement will support the operations of the Williamson County IT Department for Hard Drive Shredding Services with Office Depot in the amount of $4,608.00 which includes 768 hard drives at a rate of $6.00 per hard drive. The attached Statement of Work has the specific details of the process. Department point of contact is Tammy McCulley. Funding Source is 01.0390.0390.004100 and has been approved by Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Office Depot Redacted Quote and SOW

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/29/2021 08:52 AM
County Judge Exec Asst.	Becky Pruitt	07/29/2021 09:38 AM
Form Started By: Mary Watson		Started On: 07/27/2021 08:09 AM
Final Approval Date: 07/29/2021		

Office DEPOT

Company Address	6600 North Military Trail Boca Raton, FL 33496 US	Created Date	7/19/2021
		Expiration Date	8/31/2021
		Quotes/Self Service ID	

Prepared By	James Howard
Email	james.howard@officedepot.com

Bill To Name	WILLIAMSON CNTY	Ship To Name	WILLIAMSON CNTY
Notes To Customer	Region 4 Contract# R160204		

Product	Manufacturer Part Number	Sales Price	Quantity	Total Price	Note
GUARDIAN SHREDDING ITAD HARD D	pbCC ITAD	$6.00	768.00	$4,608.00	Complete project in August

Subtotal	$4,608.00
Total Price	$4,608.00
Grand Total	$4,608.00

***Estimation only. Real tax calculated at time of order placement.**

Terms & Conditions

May 24, 2019

DEFINITIONS

"Office Depot" and "We" mean Office Depot, Inc., a Delaware corporation, including its subsidiaries, parent companies, or affiliates. "Customer," "You," or "Your" means the party purchasing from Office Depot any goods or services through the Internet, telephone, fax, catalog, mail, or hand-delivery.

PAYMENT TERMS

Payment terms shall be net twenty (20) days from date of invoice or date of purchase if no invoice is provided.

CREDIT TERMS

Customer's credit limit shall be established by Office Depot. Office Depot reserves the right to lower Customer's credit limit or refuse to ship any orders.

DISCLAIMER OF WARRANTIES

Office Depot disclaims any and all warranties to the fullest extent permitted by law, including any implied warranties, the warranty of fitness for a particular purpose, and the warranty of merchantability.

LIMITATION OF LIABILITY

Customer agrees that:

IN NO EVENT SHALL OFFICE DEPOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES (COLLECTIVELY "DAMAGES"), INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF OFFICE DEPOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF OFFICE DEPOT'S NEGLIGENT, FRAUDULENT, OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

PRICING

With respect to pricing, Office Depot's cost of goods is calculated without deduction or otherwise giving effect to program, purchase incentives, rebates and other benefits potentially provided to Office Depot, and may include an additional allocation for certain costs and expenses incurred by Office Depot in connection with such products. Office Depot reserves the right to impose margin-based pricing to ensure minimum profitability thresholds. Office Depot updates pricing and product and service assortments on a regular basis as a result of a variety of factors, including, but not limited to, market and competitive forces, and reserves the right to change Customer's pricing and product assortment at any time without notice. Manufacturer list prices are set by the manufacturer and are provided by either wholesale distributors or the manufacturer directly, as applicable. Promotion pricing, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings that is available on www.officedepot.com, is not available for orders placed on www.business.officedepot.com.

Office Depot shall have the right to withhold the sale and/or delivery of any products or services in its sole discretion, including, but not limited to, for reasons arising from industry constraints and/or market conditions. If tariffs or other similar charges are levied on products being purchased by You, then Office Depot may impose a surcharge or other fee for such products. Office Depot also reserves the right to substitute private-brand or other equivalent products as part of Your order.

For compliance with select California and Texas laws and for financial reporting purposes, all sales shipped to California and Texas customers are made by eDepot, LLC, a wholly-owned subsidiary of Office Depot, Inc. California sales are F.O.B. destination point. Texas sales tax is based on the location where the order was received.

DELIVERY

- Place a qualifying order of $50 or more, and if you're in one of our many local delivery areas, your delivery will be FREE. Minimum purchase is calculated after discounts and before taxes are applied. Certain exceptions may apply.
- Most furniture and oversized items, special orders, custom printing orders, bulk items, cases of bottled water and other beverages, and certain technology items are excluded.
- Orders less than $50 and orders outside Office Depot's local delivery areas will incur delivery fees as follows:

Office DEPOT

o Order values of $49.99 and Below: $9.99 Delivery Fee
o Order values of $50.00 or more: FREE delivery
• Additional fees may apply for orders outside our local delivery areas, including areas outside of the continental United States.
• Delivery fees, if any, will be noted at checkout. Delivery fees are non-refundable if the order or part of the order is returned unless the product is damaged or defective. Delivery fees are subject to change without notice.
• Many items are available for next business-day delivery. We will notify you of your estimated delivery date when you place your order (subject to credit approval and product availability).
• Deliveries are made between 8 a.m. and 5 p.m., Monday through Friday. Residential deliveries are made until 7 p.m., Monday through Friday. Delivery times outside of the continental United States may vary based upon the delivery address.
• Call 1-888-263-3423 for delivery information to determine local delivery areas. Special orders not available in Alaska or Hawaii.
• If any delivery is prevented or delayed by any act or condition beyond our reasonable control, Office Depot shall give prompt notice to buyer of such condition and shall make all reasonable efforts to ensure delivery is made as soon thereafter as possible.
• Based on inventory location, items may arrive in more than one shipment and will be shown as separate charges on your credit card statement.
• Office Depot reserves the right to determine the delivery method used to fulfill your order.

DELIVERY (cont'd)

• Expedited Delivery Service is available for certain technology items, and certain technology items may require additional time in transit. Free standard delivery for such technology items is 3-10 business days. Should You require faster service for these technology items, Next Business Day and Next Business Day AM delivery are available for an additional cost. Orders placed by 4:00 p.m. Eastern time on a business day will be delivered the next business day.
• For example, orders placed prior to 4:00 p.m. Eastern time on Monday will be delivered on Tuesday, while orders placed after 4:00 p.m. Eastern Time on Monday will be delivered on Wednesday.
• Orders placed on Friday after 4:00 p.m. Eastern time, Saturday or Sunday will be delivered on Tuesday. Business days do not include holidays.
• Expedited Delivery fees will be noted at checkout.
• Certain custom printing orders may require additional time in transit. Free standard delivery for such custom items is 7-9 business days. "Priority Shipping", delivered in 5-6 business days, and "Rush Shipping", delivered in 3-4 business days, are available for additional cost. Fees will be noted at checkout.
• Office Depot's delivery rates and policy are subject to change without notice.
• Any orders subject to customer workflow processes will be released for fulfillment if such orders are not canceled within ten (10) days of the initial placement date.
• Please call customer service or Your account representative for additional details.

FURNITURE DELIVERY RATES AND POLICIES (Excluding Special Orders)

• Delivery Service on orders of furniture and oversized items is based on the product dimensions, weight and delivery zip code of the order.
• Most items are delivered to your door.
• For some orders, we provide Enhanced Delivery Service, which includes delivery by a 1 or 2-person team, placement in your office or residence and removal of packaging (upon request).
• Enhanced Delivery Service is not available in all areas, and you will be notified at checkout if your order qualifies for Enhanced Delivery Service.
• Most orders should be received within 7 business days of placing the order, but some orders may qualify for next business-day delivery. The anticipated delivery date will be noted on your order confirmation.
• If your order does not qualify for next business-day delivery, you will receive a call one (1) business day prior to the delivery date on your order confirmation advising you of your delivery window. At that time, you can request a new delivery date to fit your schedule, including Saturday.

FURNITURE DELIVERY FEES

Due to location and shipping distances, delivery fees may vary and will be noted at checkout. Delivery fees are subject to change without notice.

FURNITURE ASSEMBLY

• Office Depot offers assembly services for an additional fee upon request.
• This service can be arranged for all items requiring assembly by calling our assembly partners at 1-800-978-2669.
• This service is usually performed within 2-3 business days after the merchandise is delivered.

SPECIAL ORDER DELIVERY RATES AND POLICIES (Manufacturer Direct)

• Certain Office Depot items will be shipped directly from carefully selected vendors and manufacturers.
• These special order (manufacturer direct) items are shipped via standard delivery and are delivered to a ground floor location in the manufacturer's shipping carton.
• Your delivery date and delivery fee will be calculated at checkout.
• Premium delivery is available for manufacturer direct furniture items for an additional fee. Premium delivery provides shipping directly from the manufacturer and includes full assembly and installation within 10 business days of placing the order (for local delivery areas) and within 21 business days (for remote locations). Contact the Furniture Help-Line at 800-999-9933 for details.
• Premium delivery service is also available for security and fire safe files for an additional fee and must be arranged at 888.2.OFFICE at the time of purchase. This service includes delivery, unpacking, setup and removal of debris. (Deliveries requiring multiple flights of stairs may require additional charges and should be noted when placing the order).
• The details of these deliveries are determined by the policies and practices of the associated vendors and manufacturers.

LARGE TECHNOLOGY ITEM

Freight Delivery:

• Standard Delivery Service is available for large technology items (greater than 70 lbs.). In most instances, there is no fee for Standard Delivery. These items are delivered by freight trucks that are approximately 56 inches above the ground. These trucks are designed to load and unload items at a loading dock. Most items require a fork-lift.
• Liftgate Delivery Service is available at an additional fee.
• What is liftgate service? A liftgate is a device used to lower items from the tractor trailer level to the ground. It is ideal for deliveries to residential areas or commercial areas that do not have a loading dock.
• How do I determine if I need liftgate delivery? If Your delivery location does not have a loading dock and/or a forklift to remove heavy items from the truck, You need a liftgate.
• If Your delivery location has a loading dock, but the items in Your shipment are too heavy for You to remove from the truck, and you do not have a forklift, You need a liftgate.
• If there is not a carrier terminal in your area and/or You cannot drive to the closest carrier terminal to pick up the freight from the carrier, You need a liftgate.
• If You need liftgate service, You should select the "Freight with Liftgate" option at checkout.

• Liftgate delivery fees are based on the carrier, delivery location and delivery service You request. Fees will be noted at checkout.
• If You do not select Freight Delivery at checkout but You require liftgate service, Your delivery may be delayed and additional charges will apply.

REFUNDS AND EXCHANGES

Your complete satisfaction is our primary concern.

At Office Depot, we want to be sure that every purchase is the right one for You. If You are dissatisfied with Your purchase for any reason, You may return most items in their original packaging within 30 days of purchase for a replacement or full refund.

Exceptions:

• Furniture, Computers and Business Machines with accessories in original packaging can be returned within 14 days after purchase for a full refund.
• Opened Computers, Business Machines and Software (with accessories and original packaging) can be exchanged for the same item within 14 days of purchase.
• Special Order Products may not be returned or exchanged. This includes items that are not stocked in one of our warehouses and/or are indicated as SPECIAL ORDER.

DISCONTINUED PRODUCTS

In the event an item that was initially offered is discontinued by Office Depot or its supplier, Office Depot will use commercially reasonable efforts to replace such discontinued with an alternative item that is available within Office Depot's stocked inventory. Items may be discontinued at any time, without notice to Customer.

EXPORT

Customer acknowledges and agrees that regarding Harmonized Tariff Schedule of the United States, U.S. Census Schedule B Export Codes, and/or country of origin information (collectively, "Export Information"), Office Depot: (a) is not the manufacturer of the goods that Office Depot sells to Customer; (b) is not required to provide any Export Information to Customer; (c) does not independently verify any Export Information that Office Depot receives from its suppliers; (d) does not represent or warrant the accuracy of any Export Information; and (f) provides Export Information only as of the date Office Depot received it from Office Depot's suppliers.

Customer agrees to comply with all applicable U.S. and non-U.S. export and import laws and regulations. Customer shall obtain any required export or import authorizations to support deliveries under this Agreement. Customer shall immediately notify Office Depot's representative if Customer is or becomes listed in any U.S. or non-U.S. government denied-parties list or if Customer's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or non-U.S. government entity or agency.

Office Depot shall not be liable for increased costs, duties or any penalties or damages incurred by Customer as a result of deficient or erroneous documentation supplied by Customer for purposes of establishing the status of goods under any trade preference programs.

Customer shall indemnify and hold harmless Office Depot from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Customer.

NOTICES

All notices to Office Depot must be given in writing. Such notices shall be deemed to have been given when delivered in person, or three (3) days after being sent by certified mail, return receipt requested, postage pre-paid, or upon delivery by reputable overnight courier, all delivery charges pre-paid. Notices shall be sent to the following address: Office Depot, Inc., 6600 North Military Trail, Boca Raton, FL 33496, Attn: Office of the General Counsel.

MODIFICATION

Office Depot reserves the right to modify these Term and Conditions at any time and at its sole discretion.

SEVERABILITY

Any legal determination that any of the provisions contained in these Terms and Conditions are void, invalid or unenforceable shall not affect the validity of any other provisions of these Terms and Conditions.

CHOICE OF LAW FORUM

These Terms and Conditions shall be construed and governed in accordance with the laws of the State of Florida without regard to conflict of laws principles, and any disputes or litigation arising from these Terms and Conditions shall be conducted in the state or federal courts of the State of Florida.

FORCE MAJEURE

Office Depot shall not be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by any cause that is beyond its reasonable control.

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Project Specific Statement of Work for Services

This Statement of Work for Williamson County ("Statement of Work" or "SOW"), dated July 23, 2021 defines the scope of the Services and deliverables between Office Depot, LLC located at 6600 N. Military Trail, Boca Raton, Florida 33496 ("Office Depot") and Williamson County, 301 SE Inner Loop, Ste 105Georgetown, TX 78626 ("Client") and incorporates by reference the terms and conditions attached hereto as Exhibit B. The SOW and its Exhibits (collectively, the "Agreement"), constitute the entire and sole written description of the Services to be provided by Office Depot and supersedes all prior agreements, representations, or similar documents and any understandings with respect thereto, both written and oral.

Description of Services: The Services being provided by Office Depot, its wholly-owned subsidiary CompuCom, and/or their respective contractors are identified in the Proposal attached as Exhibit A.

Pricing: Pricing for the Services are identified in the Proposal attached as Exhibit A, and the Client agrees to pay all sums, both one-time charges and reoccurring monthly charges, identified therein.

Invoicing: Office Depot will provide electronic invoices and documentation to Client:

Accounts Payable Contact:
Telephone Number:
Address:

Email Address:
Account Number:

Note that in order for certain Services to be provided, Client may be required to enter into third-party agreements, including the Microsoft End User License Agreement (https://www.microsoft.com/licensing/docs/customeragreement).

This Agreement shall be considered fully executed and binding when authorized representatives of both parties have signed and dated below.

Williamson County		**Office Depot, LLC**	
By:		By:	
Name:		Name:	Glenn Brower
Title:		Title:	Vice President
Date:		Date:	7/23/2021

Reviewed
By: MM
LEGAL

Proprietary and Confidential

Office DEPOT

Project Specific Statement of Work for Services

EXHIBIT A

1. **Overview:**

   Office Depot has been engaged by Client to provide IT Asset Disposition ("ITAD") Services for designated hard drives via on-site shredding.

2. **Project Term:**

   - Start Date: On or about August 1, 2021
   - End Date: On or about August 30, 2021

3. **Solution Overview:**

   - Hard drives will be physically destroyed.
   - Loose hard drives will be destroyed on site.
   - Record of successful wipe is recorded.
   - Certificate of destruction for all hard drives to confirm all data was destroyed.

4. **Pricing:**

Type	QTY of Devices	Price Per Unit	Estimated Total
Onsite Hard Drive Shredding	768	$6.00	$4,608.00

Assumptions: Services pricing is valid during Normal Business Hours defined as 9:00 am through 5:00 pm local time, Monday through Friday excluding Client observed holidays. Any hours worked outside of Normal Business Hours will be invoiced at one and one half (1-1/2) times the hourly rate. Sundays' and holidays will require pre-notification, planning and pricing. Overtime and after-hours support will be tracked separately and will incur a bill rate of one and half times the hourly rate. This time is classified as any time spent on a weekend or where the total weekly hours expended exceed forty (40) working hours during one Monday through Friday period.

Proprietary and Confidential

Office DEPOT

Project Specific Statement of Work for Services

EXHIBIT B

Terms and Conditions: IT Solutions for Small Business

These Terms and Conditions ("**Terms**") govern the purchase of IT Solutions for Small Business installation, repair, maintenance, and support services ("**Services**") and certain sales of (a) computer hardware products, (b) computer software products, and (c) third party computer hardware/software services (collectively, the "**Products**") from Office Depot, LLC, and its affiliates, subsidiaries, and contractors ("**Office Depot**" or "**us**" or "**we**" or "**our**"). All third parties referenced above include manufacturers, distributors, and suppliers and shall be hereinafter referred to as a "**Supplier**". Descriptions of the Services and applicable Fees are available in a written work order or statement of work between you and Office Depot (each a "**Service Description**"). The Service Description(s) for the Services that you purchase are part of these Terms. These Terms, the IT Solutions for Small Business Agreement, and other referenced documents together constitute a binding legal agreement (the "**Agreement**") between you and Office Depot. Different or additional terms apply to other products and services that we sell. References to "you" in these Terms means the individual or company receiving Services under the Agreement.

SETTING UP A CUSTOMER ACCOUNT; RELIANCE ON CUSTOMER INFORMATION

1. You may be required to hold a customer account (an "**Account**") in order to purchase Services. By establishing an Account, you confirm that (a) you are the age of majority in your state; (b) you have the legal capacity and authority to enter into this Agreement; and (c) you or your company agree to be bound by this Agreement.
2. Your Account is specific to you. You are responsible for all use of your Account, even if such use is without your permission. You are responsible for maintaining the confidentiality of your Account log-in information and monitoring your Account for unauthorized use. Promptly report any unauthorized use to Office Depot.
3. You agree that we may record, store, and monitor communications between you and Office Depot. You grant Office Depot a perpetual, irrevocable, worldwide, royalty free license to use comments, feedback, materials, or information submitted by you to provide the Services and for any other purpose permitted by our Privacy Policy.

LIMITATIONS ON USE AND AVAILABILITY OF SERVICES AND PRODUCTS

4. Your use of our Services is solely for your internal personal or business purposes. You may not resell or transfer the Services to other persons or entities, or use the Services to compete with us. You may not sell, lease, subcontract, sublicense or rent access to the Services.
5. Services are subject to the availability of equipment, parts, software licenses, and other materials. Services include only the services, software, hardware, and peripherals specified in the Service Description. Services, including, features, software, hardware, and peripherals, may change from time-to-time without prior notice. If there is a material change to the Services, you have 15 days from the date of the material change to cancel your Service.
6. Office Depot may, at any time and without notice or liability, restrict the use of Services or limit their availability. Circumstances beyond our control may impact our ability to deliver Services and we will not be liable for delays, damages or failures in performance due to such causes, including an inability to obtain necessary equipment. In cases when Office Depot is dependent upon Supplier's availability of Services or Products, Office Depot cannot guarantee any particular delivery date and shall not be liable for delay or any inability to provide Services or ship Products due to availability or allocation, labor disputes or other causes beyond its reasonable control. If Office Depot is unable to deliver the Services or Products on the delivery date requested in the Agreement, Office Depot will attempt to notify you by telephone or electronic communication. Unless you elect to cancel the Service or Product order within one (1) business day of receipt of such notice, such estimated delivery date shall become the new delivery date.

ONSITE SERVICES

7. Services subject to this Agreement are provided at your residence or office. Office Depot will use reasonable efforts to schedule a mutually convenient time. You release Office Depot from any and all liability for any direct or indirect damages resulting from delays in the provision of onsite Services. If connection to an in-home or office network is required, access to the network configuration (i.e. TCP/IP address, etc.), user IDs, addresses, passwords, and authority will be required. You must provide an accessible work area for the technician and a suitable working area for the assembly of any equipment. If required by the work

order, the location must have working high-speed broadband (DSL, cable modem, satellite) internet access and power. You or an authorized representative, age eighteen (18) or older, must be present the entire time work is being performed at your premises.

REMOTE SERVICES

8. Consult the Service Description for details on when remote Services are available and how to access them. If your use of or access to the Services requires internet access, you must ensure that you have internet connectivity and that your computer environment is otherwise suitable to receive the Services. Prior to providing a Service to you, we may qualify your internet connection using our standard qualification procedures to determine whether you have the minimum required speed; however, some computers and other devices may not be able to receive Services even if testing shows that your connection is qualified.

PRODUCT ORDERS

9. Office Depot Product orders are placed through the IT Solutions for Small Business, or any amendment to it, between you and Office Depot. Title to the Products, free and clear of all third party liens and security interests, shall pass to you when the Products are delivered to the carrier used to ship the Products to you. If Office Depot's carrier is used to ship the Products, shipping charges shall be invoiced to you and Office Depot will assume risk of loss of the Products until the Products are delivered to the location designated by you, at which time risk of loss shall pass to you. If you designate a carrier to ship the Products, risk of loss to the Products shall pass to you when the Products are delivered to the carrier.
10. After termination of this Agreement, Products may no longer be ordered under this Agreement. Product orders received and accepted prior to termination of this Agreement shall continue to be binding orders, and such Product orders will remain subject to the terms of this Agreement until completion. Product orders are only cancelable if a party (a) ceases to conduct business in the normal course, (b) becomes insolvent, (c) makes a general assignment for the benefit of creditors, (d) avails itself of, or becomes subject to, any proceeding under any bankruptcy laws relating to insolvency or protection from creditors, or (e) fails to cure any material breach of any of its other obligations under this Agreement within thirty (30) days of receiving written notice specifying the basis for the breach. Each party shall retain all remedies for breach it may have against the other party if at any time either party becomes bankrupt, insolvent, or makes an assignment for the benefit of creditors.
11. If a Product is damaged upon receipt by you, you must call customer service and arrange to return it in order to accept a replacement.

ACCESS TO EQUIPMENT AND USE OF SOFTWARE

12. You hereby authorize us to connect to, access and control your equipment as necessary to receive the Services. This includes the right to inspect and open the equipment, to access and remove internal components or perform repairs, depending on the applicable Services.
13. In connection with the Services, we may recommend that you acquire, install, and use software that is owned or licensed by Office Depot ("**Office Depot Software**") or software from third-party licensors, providers and suppliers ("**Third-Party Software**" and, together with the Office Depot Software, the "**Software**"). The Software may be provided as part of the applicable Fees for the Services or for an additional Fee, depending on the Software. Office Depot hereby grants you a revocable, non-exclusive, non-transferable license to use the Office Depot Software in connection with the Services subject to the terms of any accompanying end user license agreement and this Agreement until the end of the Services or until Office Depot terminates the license. Third Party Software is licensed to you by its owners or licensors.
14. We provide technical assistance and support for the Software in accordance with our policies. If we provide technical assistance and support to you for Third Party Software, you must ensure that you comply with the terms and conditions under which you licensed such Third-Party Software. **YOU ACKNOWLEDGE THAT SUPPORT OF THIRD PARTY SOFTWARE BY AN UNAUTHORIZED SERVICE PROVIDER MAY VOID ANY WARRANTY MADE BY THE SUPPLIER OF SUCH THIRD-PARTY SOFTWARE.**

PROPRIETARY MATERIALS; BACKUP OF YOUR DATA; AND OUR USE OF SERVICE DATA

15. Each of us owns our own respective data and proprietary materials and the respective developments and works we create in connection with the Services, provided that any improvements to software shall be owned by the owner of the software. You hereby assign all intellectual property rights in Office Depot Software, including patent, copyright and trademark rights therein

to Office Depot and agree to cooperate with us to take such actions and execute such documents as necessary to transfer such rights. We will not provide backup copies or support installation of unlicensed software. You represent and warrant that all software and data installed or accessible on your equipment is properly licensed to, or owned by, you.

16. UNLESS WE ARE PROVIDING DATA BACKUP AS PART OF THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING AND PERFORMING A COMPLETE AND COMPREHENSIVE BACKUP OF ALL DATA AND SOFTWARE STORED ON ANY EQUIPMENT OR DEVICE BEFORE PROVIDING ACCESS TO SUCH EQUIPMENT OR DEVICE TO US AND ALLOWING US TO PERFORM ANY SERVICE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER UNDER ANY CIRCUMSTANCE FOR ANY LOSS, DAMAGE, DESTRUCTION, HARM OR CORRUPTION THAT MAY ARISE FROM OR BE RELATED IN ANY WAY TO THIS AGREEMENT, THE SERVICES, THE EQUIPMENT OR DEVICE, OR DATA THEREON.

TERM AND TERMINATION; AUTOMATIC RENEWAL

17. This Agreement begins upon our acceptance of this Agreement and shall continue until terminated by you or Office Depot. Services may be provided on a one-off ("**Project**") basis or on a renewing subscription basis ("**Subscription Services**"). Subscription Services are subject to an initial contractual term (the "**Initial Term**") as set forth in the Service Description. At the end of the Initial Term, your Services will automatically renew for periods of the same length as the initial Term unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Term. In the event a Services contract is terminated, you are still responsible for paying for any Products ordered.
18. If, during the Initial Term of a Subscription Service, you terminate the Agreement or Office Depot terminates your Agreement for cause, you will be responsible for payment of an early termination fee ("**ETF**") equal to 50% of the balance due for the remaining period of the Initial Term. You may change your Subscription Services plan by contacting our customer service department. If you upgrade to a higher tier Subscription Services plan, you will not be charged an ETF. If you downgrade your Subscription Services plan, you will be assessed an ETF equal to 25% of the balance due for the remaining period of the Initial Term of your original Subscription Services plan. Changes to your Subscription Services plan will result in a new Initial Term. You are responsible for returning any equipment, hardware, software, or product provided as part of the Services to Office Depot within 30 days of termination. Equipment, hardware, software, and product must be returned in good, serviceable condition, normal wear and tear excepted. If equipment, hardware, software, or product is not received by Office Depot within 30 days of termination, you will be charged full list price for the item.
19. In the event you are in breach of any of the terms of this Agreement, Office Depot will attempt to give you notice and allow you 30 days to cure. If you fail to cure or there are extenuating circumstances, Office Depot may suspend or terminate this Agreement without prior notice if (a) you are in breach of any of the terms of this Agreement; (b) your use of a Service is prohibited by law or is disruptive to, adversely impacts, or causes a malfunction to the Service, Office Depot's network, or the use and enjoyment of other users; (c) Office Depot receives an order from a court; (d) Office Depot ceases to offer the Services; (e) we determine that you are abusing a Service or using it excessively; (f) you fail to pay the Fees when due; (g) your bank or debit or credit card provider denies or discontinues your payment method for any reason; or (h) your debit or credit card expires and you fail to update your payment information.

FEES AND PAYMENT

20. You agree to pay the charges applicable to the Services and Products that you purchase, as well as any other applicable charges including but not limited to taxes, shipping and handling fees, activation fees, set-up fees, minimum service fees, no-show fees, failure to cancel fees, termination fees, and insufficient credit or insufficient funds fees (each a "**Fee**" and collectively the "**Fees**"). You authorize Office Depot to charge your debit or credit card or other accepted payment method for payment of the Fees.
21. Fees may be charged (a) in advance of us providing the Service and/or (b) on a periodic basis. Set-up fees, activation fees, installation fees and other non-recurring charges will typically be included in your first invoice or Account statement. Recurring Fees and pre-purchased plans for Services will be billed in advance.
22. **BY PURCHASING A SUBSCRIPTION PLAN, YOU AGREE THAT WE MAY CHARGE THE PAYMENT METHOD ASSOCIATED WITH YOUR ACCOUNT AUTOMATICALLY ON A RECURRING MONTHLY BASIS UNTIL YOU OR WE TERMINATE YOUR SERVICE IN ACCORDANCE WITH THIS AGREEMENT**. Fees for services provided before the date of termination will not be refunded.
23. If any portion of your bill is not paid by the due date, Office Depot may charge you a late fee in a fixed amount as set forth in the Service Description. If Office Depot utilizes a collection agency or resorts to legal action to recover monies due, you agree to

reimburse us for all expenses incurred to recover such monies, including attorneys' fees. You agree that Office Depot may charge your debit or credit card or other accepted payment method until all amounts due to Office Depot are paid in full.

24. Office Depot reserves the right to conduct quarterly billing audits, based on a standard calendar year, to ensure accuracy in billing and make billing adjustments as needed.

LIMITED WARRANTY, DISCLAIMERS, AND LIMITATION OF LIABILITY

25. We will use commercially reasonable efforts to provide the Services. You acknowledge and agree that the Services may not provide the results you desire. The Services may not detect or identify all issues or problems with your covered equipment, including hardware and software, and our Services may not remedy, repair or alleviate such issues or problems. Certain issues and problems may be beyond our ability to resolve. If any portion of the Services fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to us promptly after discovery and within 30 days from completion of the Service, we will re-perform the nonconforming Services. **THE REMEDIES EXPRESSLY SET FORTH ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.**
26. For Products, to the extent permitted by the Suppliers and applicable law, Office Depot passes through to you any and all end-user warranties and intellectual property indemnities provided by the Suppliers.
27. The limited warranty in Paragraphs 25 and 26 do not cover any issues or interruptions caused by problems with a third-party service such as internet service providers, wireless service providers, DSL or cable companies. While we use reasonable security measures to deliver the Services, you acknowledge and agree that no data transmission over the internet is 100% secure and we cannot guarantee that your personal information or other data will be free from unauthorized intrusion.
28. OFFICE DEPOT WILL MAKE COMMERCIALLY REASONABLE ATTEMPTS TO DELIVER THE SERVICE, HOWEVER, EXCEPT AS SET FORTH IN PARAGRAPHS 25 AND 26 ABOVE, THE SERVICES (INCLUDING, WITHOUT LIMITATION, ALL ADVICE, CONTENT, AND SOFTWARE) ARE PROVIDED "**AS IS**," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS OR USEFULNESS OF THE SERVICE, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, ERROR FREE, OR SUCCESSFUL IN RESOLVING YOUR TECHNOLOGY QUESTIONS OR EQUIPMENT PROBLEMS. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS OR MATERIALS, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES SHALL CREATE ANY WARRANTY.
29. IN NO EVENT SHALL OFFICE DEPOT (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, OR AFFILIATES), OR ITS THIRD-PARTY LICENSORS, PROVIDERS, OR SUPPLIERS, BE LIABLE FOR: (A) ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO OR LOSS OF DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICES, OR COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF OFFICE DEPOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.
30. IN NO EVENT SHALL OUR TOTAL LIABILITY FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THIS AGREEMENT OR YOUR USE OF THE SERVICES EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES IN ANY TWELVE (12) MONTH PERIOD IN THE CASE OF SUBSCRIPTION SERVICES, THE AMOUNT PAID BY YOU TO US FOR A PROJECT SERVICE, OR THE FEES PAID FOR THE APPLICABLE PRODUCT(S).
31. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW OR LIMIT THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, OUR EXCLUSIONS OR LIMITATIONS APPLY TO YOU ONLY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. THE LIMITATIONS IN THIS AGREEMENT WILL IN ANY EVENT NOT LIMIT OR EXCLUDE LIABILITY CAUSED BY OUR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD.

Office DEPOT

Project Specific Statement of Work for Services

EXHIBIT B

INSURANCE

32. During the term of this Agreement and any applicable work order or statement of work, you shall maintain insurance policies sufficient to cover the cost of any Office Depot equipment that may be damaged, destroyed, and/or lost in your facilities.

INDEMNIFICATION

33. You agree to indemnify, hold harmless, and defend Office Depot its officers, directors, employees, affiliates, agents, subcontractors, and any other third-party provider who furnishes Services to you in connection with this Agreement or the Services that you purchase from us against all claims, liabilities, damages, costs and expenses, including reasonable attorney's fees, in any way related to or arising from (i) the violation of applicable laws, regulations, or this Agreement by you; (ii) claims for infringement of any intellectual property rights arising from your use of the Services, or (iii) or any personal injury, death or property damage attributable to you. Office Depot may employ its own counsel at its own expense.

ARBITRATION AGREEMENT AND WAIVERS OF CLASS ACTION AND JURY TRIAL

34. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in Palm Beach County, Florida, in accordance with the Commercial Arbitration Rules (**"AAA Rules"**) of the American Arbitration Association (**"AAA"**), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the AAA Rules. The arbitrator shall apply Florida law consistent with the Federal Arbitration Act. If you initiate arbitration against Office Depot, you must pay any AAA filing fee in effect at the time you initiate. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. BY AGREEING TO ARBITRATION, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL.**
35. **CLASS ACTION WAIVER.** If any claim proceeds in court rather than through arbitration, for any reason, **YOU AND OFFICE DEPOT AGREE THAT YOU AND OFFICE DEPOT MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

GENERAL PROVISIONS

36. This Agreement is governed by the law of Florida and the arbitration provisions of this Agreement are governed by the Federal Arbitration Act. Court proceedings must be brought in Palm Beach County, Florida, provided that if you bring a small claims action you may do so in the jurisdiction of your billing address. Any claim under the Agreement must be filed within two (2) years after the claim or cause of action arises. Office Depot shall be entitled to recover its reasonable attorneys' fees and costs if it prevails in an action.
37. Office Depot's failure to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be waiver of such terms. If any provision is held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.
38. These Terms and any Service Description constitute the entire Agreement between you and Office Depot regarding the subject matter of this Agreement. Any changes by you to this Agreement are void. Service Description controls in conflict between these Terms and a Service Description.
39. You and Office Depot are entering into this Agreement as independent contractors and nothing in this Agreement shall be construed to create an employment relationship and, except as set forth in this Agreement, neither has the authority to bind the other to any third party or otherwise to act in any way as the representative of the other.
40. Any Agreement entered into shall be binding upon and inure to the benefit of the parties and the respective successors and assigns.
41. Send any notice under these Terms or any Agreement in writing, addressed to Office Depot at 6600 N. Military Trail, Boca Raton, FL 33496. We will send notice to you by email, phone, text, posting or at your Account address.

Commissioners Court - Regular Session **13.**

Meeting Date: 08/03/2021

Spectrum Internet Service for Williamson County Tax Office

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 service contract between Williamson County and Spectrum Internet Service to provide the installation and internet service to the Williamson County Tax Office in the amount of $313.98 and exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C)(electric power, gas, water, and other utility services;) and authorizing execution of the agreement.

Background

This agreement is for the installation of Spectrum Internet Services at the Williamson County Tax office at 412 Vance St, Taylor TX 76574. A one time installation fee of $99.00 applies. The Spectrum Internet Ultra and Static IP1 month to month recurring charges are $214.98. Spectrum is the only provider for these services in the is area, and we are requesting an exemption from the 3 quote requirement for this utility service. The IT department contact is Richard Semple. The funding source is 01.0100.0503.004210.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Spectrum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/29/2021 08:49 AM
County Judge Exec Asst.	Becky Pruitt	07/29/2021 09:36 AM
Form Started By: Laura Zavala		Started On: 07/23/2021 10:47 AM
Final Approval Date: 07/29/2021		

Spectrum ENTERPRISE

SERVICE ORDER

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

Spectrum Enterprise Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Horacio Galvan Telephone: 5125939240 Email: eli.galvan@charter.com

Customer Information		
Customer Name WILLIAMSON COUNTY (HQ)		Order # [redacted]
Address 301 SE Inner Loop 105 GEORGETOWN TX 78626		
Telephone [redacted]		Email: [redacted]
Contact Name [redacted]	Telephone [redacted]	Email: [redacted]
Billing Address 301 SE Inner Loop 105 GEORGETOWN TX 78626		
Billing Contact Name [redacted]	Telephone [redacted]	Email: [redacted]

NEW AND REVISED SERVICES AT 412 Vance St Unit 3, Taylor TX 76574				
Service Description	***Contract Term***	***Quantity***	***Sales Price***	***Monthly Recurring Charges***
Spectrum Internet Ultra	Month to Month	1	$ 199 99	$ 199 99
Static IP 1	Month to Month	1	$ 14 99	$ 14 99
TOTAL*				***$214.98***

ONE TIME FEES AT 412 Vance St Unit 3, Taylor TX 76574			
Service Description	***Quantity***	***Sales Price***	***Install One Time Charge***
Installation	1		$ 99 00
TOTAL*			***$99.00***

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1. ***TOTAL FEES. Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.***
2. ***TAXES***. Prices for Services do not include taxes, surcharges, or other fees.
3. ***NO UNTRUE STATEMENTS***. Customer represents and warrants to Spectrum that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Spectrum contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
4. ***SPECIAL TERMS***.

The Parties have caused their duly authorized representatives to execute this Service Order.

CUSTOMER SIGNATURE

Signature:_____

Printed Name:_____

Title:_____

Company:_____

Date:_____

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Commissioners Court - Regular Session **14.**

Meeting Date: 08/03/2021

Approve purchase through ActiveNet for Pin Pads and Stands

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on purchasing thirteen (13) Pin Pads (credit card readers) and three (3) Stands through ActiveNet for the Parks Department for a one-time fee of $4,255.00 and authorize the execution of the agreement.

Background

The Parks Department is transitioning their reservation software from MaxGalaxy to ActiveNet. The Parks Department was required to upgrade the existing software to ActiveNet after the current platform was acquired earlier this year. On March 30, 2021, the Commissioners Court approved a county addendum for the data-conversion and upgrade for the ActiveNet Software. With this conversion it is also necessary to upgrade the Pin Pads (credit card readers) to ensure functionality with the ActiveNet software. Russell Fishbeck is the Point of Contact. Funding Source: 01.100.0510.003010 FY 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vender Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/29/2021 10:08 AM
County Judge Exec Asst.	Becky Pruitt	07/29/2021 10:12 AM
Form Started By: Johnny Grimaldo		Started On: 07/28/2021 04:23 PM
Final Approval Date: 07/29/2021		

Schedule

This is a Schedule pursuant to that certain COUNTY ADDENDUM FOR ACTIVENET SaaS RESERVATION SYSTEM AND RELATED PRODUCTS (Agreement) entered into between ActiveNetwork (Active) and Williamson County (Client) with an effective date as of 03/30/2021.

Company Address	717 North Harwood Drive, Suite 2500 Dallas, TX 75201 US	Created Date	6/4/2021
		Quote Number	00121066
		Currency	USD
Prepared By	Sharon Kramer	Contact Name	Benita Bonner
Opportunity Owner	Nicola LeBlanc	Phone	(512) 943-1926
Owner Email	nicola.leblanc@activenetwork.com	Email	bbonner@wilco.org
Bill To Name	Williamson County	Ship To Contact	Alison Gleason
Bill To Contact	Alison Gleason	Ship To Address	301 SE Inner Loop Ste 105 Georgetown, TX 78626 United States
Bill To Address	219 Perry Mayfield Blvd Leander, TX 78641 United States		

Product	Product Type	Quantity	Total Price*	Sales Price	Total Price	Total Discount Amount
ACTIVENet - PAX S300 Pin Pad	Hardware	13	USD 4,030.00	USD 310.00	4,030.00	USD 0.00
ACTIVENet - PAX S300 Weighted Stand	Hardware	3	USD 225.00	USD 75.00	225.00	USD 0.00

Total Price USD 4,255.00

Hardware Total 4,255.00

Active reserves the right, and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User. The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Quote Acceptance Information

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PO# (if applicable): _____

Commissioners Court - Regular Session **15.**

Meeting Date: 08/03/2021

Northwestern Training Hosting

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 Northwestern University for Public Safety and Williamson County for the Williamson County Sheriff's Office to be the host agency to conduct the School of Police Staff and Command at the Williamson County Sheriff's Office Training Center located at 8160 Chandler Road, Hutto TX 78634 and authorize the execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. The agreement outlines the responsibilities of each party. In return for hosting the training, the Sheriff's Office will receive tuition-free seats based on the number of registrations. Should the desired amount of training seats exceed the amount of tuition-free seats that purchase request will be addressed at that time. Period of performance for this agreement is April 11th-July 1st, 2022. The Legal and Contract Audit Department's have reviewed and approved this agreement. There is no cost to the County in participating in this hosting agreement. Department contact is Chief James Carmona and Chief Ken Evans.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/29/2021 11:20 AM
County Judge Exec Asst.	Becky Pruitt	07/29/2021 11:25 AM
Form Started By: Erica Smith		Started On: 07/28/2021 01:36 PM
Final Approval Date: 07/29/2021		

AGREEMENT BETWEEN

THE WILLIAMSON COUNTY SHERIFF'S OFFICE

AND

NORTHWESTERN UNIVERSITY CENTER FOR PUBLIC SAFETY

THIS AGREEMENT entered into by and between the WILLIAMSON COUNTY SHERIFF'S OFFICE, (hereinafter referred to as the "Host Agency"), acting by and through Williamson County, Texas (hereinafter referred to as the "County") and Northwestern University on behalf of the Center for Public Safety, 1801 Maple Avenue, Evanston, Illinois 60208 (hereinafter referred to as "NUCPS").

This Agreement is based on information presented herein submitted by NUCPS to the Host Agency to conduct the School of Police Staff and Command (hereinafter referred to as the "SPSC") at the Williamson County Sheriff's Office-Deputy A.W. Grimes Law Enforcement Training Center is located at 8160 Chandler Road, Hutto TX 78634 (hereinafter referred to as the "Training Center").

WITNESSETH

In consideration of the mutual promises, covenants, and representations herein contained, the parties hereto agree as follows:

I. PERFORMANCE, TERMINATION AND TUITION

1.1 The period of performance for this Agreement shall be from April 11, through July 1, 2022 unless amended by written mutual agreement.

1.2 This Agreement may be terminated for cause or convenience by either party upon thirty (30) days written notice to the other party.

1.3 In the event the work under this Agreement is terminated, in whole or in part, by the Host Agency, the Host Agency shall reimburse NUCPS for all tuition owing by Host Agency that is incurred through the date of termination.

1.4 Tuition for the course shall be $4600 per student. The Host Agency shall be entitled to one free seat for hosting the class after 25 paid registrations for a total enrollment of 26. Thereafter, the Host Agency is entitled to two free seats after 30 paid registrations for a total enrollment of 32, 3 free seats after 35 paid registrations for a total enrollment of 38 and 4 free seats after 40 paid

registrations for a total enrollment of 44. Total enrollment will not exceed 45 students.

II. THE HOST AGENCY AGREES

2.1 To advise all candidates of the local details pertaining to the program schedule, dates, and accommodations. All participants in the school will be public safety personnel with at least two years of supervisory experience who are capable of successfully completing undergraduate university work at the junior-senior level. The minimum enrollment in the class must be at least 25.

2.2 To make arrangements for suitable classroom space, breakout rooms or areas, internet service in the classroom accessible to all students simultaneously, and audiovisual equipment (e.g., an overhead projector, screen, a projection device for PowerPoint presentations, a microphone, chalkboard/whiteboard, easel and paper, and podium), to accommodate the participants and instructors. Such facilities and equipment are to be provided without financial obligation to NUCPS.

2.3 Assign a contact person at the training facility who is not a member of the class to assist NUCPS, as needed, with the following activities:

- assist NUCPS staff with the setup of the classroom on the day before the first class,
- distribute instructional materials to NUCPS instructors, if needed,
- inform NUCPS of student requests,
- provide limited clerical assistance, reproduction capabilities, and other assistance for NUCPS instructors as needed,
- mail materials to NUCPS, if needed,
- monitor exams when a NUCPS instructor is not available, and
- assist the Course Director with guest registration at graduation.

III. NUCPS AGREES

3.1 To present the SPSC at the Training Center on mutually acceptable dates.

3.2 To deliver the SPSC based on the course topics identified on our website.

3.3 To make all arrangements for selecting and obtaining instructors, preparation of instructor outlines, scheduling and coordination of instructor activities, and all other arrangements pertaining to instructor transportation and lodging.

3.4 To have full responsibility for conducting lectures, discussions and work project sessions, and examinations for the course.

3.5 To prepare all necessary training aids and provide each registered course participant with course reference materials pertinent to the subject areas to be covered.

3.6 To provide the Center for Public Safety's certificate of successful completion to each student who fulfills the requirements of the course.

3.7 To provide a graduation luncheon on the last day of the program at no additional cost the Host Agency.

3.8 To provide student grades to the chief executive of each sponsoring agency if the student has signed a "Student Authorization to Release Education Information" form.

3.9 To take the registrations for the course and collect payment from all students for tuition.

IV. PERSONNEL

4.1 NUCPS will provide qualified personnel to deliver the instruction required for the completion of the School of Police Staff and Command. NUCPS will also provide transportation and lodging for said instructors.

V. RELATIONSHIP

5.1 NUCPS shall perform the work under this Agreement as an independent contractor and agrees that the Host Agency is free from all liability and damages resulting from or arising out of NUCPS willful misconduct or neglect in the performance or activities hereunder.

VI. MISCELLANEOUS

6.1 NUCPS agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of NUCPS which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. NUCPS agrees that County shall have access during normal working hours to all necessary NUCPS facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give NUCPS reasonable advance notice of intended audits. Except that all documents or records subject to FERPA shall not be released without the appropriate release from the student who is the subject of said document or record.

6.2 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement 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 Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

6.3 Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, NUCPS shall furnish the County with documentation of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

6.4 County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by 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 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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice

to evidence the amount claimed to be due, County shall notify NUCPS of the discrepancy. Following County's notification of any discrepancy as to an invoice, NUCPS must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

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

VII. ENTIRE AGREEMENT

7.1 This instrument contains the entire Agreement between the parties hereto. This Agreement may be amended only in writing and only with the authorized signatures of both parties. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained.

IN WITNESS WHEREOF, the Host Agency and NUCPS have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first written below.

Williamson County Sheriff's Office Acting by and through, Williamson County, Texas	Northwestern University Center for Public Safety
_____	Michelle Camden _____
Signature	Signature
_____	Michelle Camden, Deputy Director _____
Name and Title	Name and Title
_____	7/28/21 _____
Date	Date

Commissioners Court - Regular Session **16.**

Meeting Date: 08/03/2021

Donation - Motorola Drone

Submitted For: Mike Gleason **Submitted By:** Tammy Alexander, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acceptance of a donation of a Parrot ANAFI PF 28000 Drone from Motorola Solutions to be used for training purposes by the Williamson County Sheriff's Office pursuant to Tex. Loc. Gov't Code § 81.032.

Background

Donated by Motorola Solutions at the Major County Sheriffs of America Conference June 2021, which will be used for training purposes. The value of the Parrot ANAFI PF 28000 drone is $700.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 09:58 AM

Form Started By: Tammy Alexander Started On: 07/29/2021 08:19 AM

Final Approval Date: 07/29/2021

Commissioners Court - Regular Session **17.**

Meeting Date: 08/03/2021

IAPro Software Agreement with Sheriff's Office

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 an agreement between Williamson County and CI Technologies, Inc. for IAPro software for the Williamson County Sheriff's Office in the amount of $38,000.00 and authorizing execution of the agreement.

Background

The approval of this item will support the operations of the Williamson County Sheriff's Office. IAPro supports a wide range of operational functions for patrol, command and supervisory staff. The attached proposal outlines the software functionality and additional details of this purchase. The cost of the initial purchase is $38,000.00 with an annual maintenance option of $8,250.00 after the initial year. Annual maintenance is provided on a year-to-year basis and can be discontinued at any time. Annual maintenance costs may increase 2% every other year. The license agreement attached covers the cost of the licenses only. The proposal covers the total amount of the purchase. Competitive quotes were obtained. The Department point of contact is Lieutenant Michael Klier. The expenditure will be charged to 01.0100.0560.005741.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

IAPro Addendum Sheriff's Office

IAPro Proposal

IAPro Software License

IAPro Maintenance Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/29/2021 08:42 AM
County Judge Exec Asst.	Becky Pruitt	07/29/2021 09:33 AM
Form Started By: Mary Watson		Started On: 07/20/2021 10:11 AM
Final Approval Date: 07/29/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR IAPRO / BLUE TEAM SOFTWARE LICENCING, MAINTENANCE & SUPPORT

(CI Technologies, 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 Sheriff's Office** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **CI Technologies, Inc.** (hereinafter "Vendor"). Customer agrees to engage Vendor 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. Vendor's License and Maintenance and Support Agreement(s);
B. Vendor's Proposal dated June 29, 2021; and
C. This Williamson County Addendum.

II.

No Agency Relationship: It is understood and agreed that Vendor shall not in any sense be considered a partner or joint venturer with The County, nor shall Vendor 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. Vendor 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 Vendor 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: Customer and Vendor agree to and will comply with any and all local, state or federal laws with respect to the services rendered under this Agreement.

V.

Payment: Vendor will be compensated as set forth in Vendor's Proposal dated June 29, 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 thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

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 Contract, 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 Contract 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. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor' business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

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. The parties expressly agree and acknowledge that Customer does not agree to arbitration.

X.

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

XI.

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.

XII.

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:	VENDOR:
_____	Timothy J. Cawer
Authorized Signature	Authorized Signature
Date:_____, 2021	Date: 7/19, 2021

IAPRO THE LEADING PROFESSIONAL STANDARDS SOFTWARE. WORLDWIDE.

June 29, 2021

Lt. Michael Klier
Williamson County Sheriff's Office
Off: 512.943.1360
Email: michael.klier@wilco.org

Lt. Klier,

Thank you for your interest in using IAPro at the Williamson County Sheriff's Office. I have prepared the below price quote covering costs with implementing IAPro and optional BlueTeam software at your agency.

I would be glad to answer any questions you may have on this proposal.

IAPro Price Quote

Item	Purchase costs
IAPro Professional Standards software includes: • Unlimited-use Site License • Unlimited number of users • Unlimited number of workstations • Pre-Load of employee information	$ 18,000.00
2 Days On-Site or Remote Training • IAPro User training • System Configuration with core users	$ 3,000.00
Travel Expenses for Trainer	$ Included
Total for IAPro Software and Services	$ 21,000.00

Optional Items	
BlueTeam Field Support Services Software (Optional) • Unlimited-use Site License • Unlimited number of users • Unlimited number of workstations	$ 15,000.00
2 Days On-Site or Remote BlueTeam training	$ 2,000.00

Travel Expenses for Trainer	$	Included
Total IAPro and BlueTeam Software	**$**	**38,000.00**

Annual Maintenance Commencing the 2nd Year of Ownership		
IAPro	$	4,500.00
BlueTeam	$	3,750.00
Maintenance Totals	$	8,250.00

Annual Maintenance

The first year of annual maintenance is provided free of charge. Thereafter annual maintenance is provided on a year-to-year basis and can be discontinued at any time.

The agency's annual maintenance cycle will not commence until training occurs. The first twelve (12) months of annual maintenance is provided free of charge.

CI Technologies, Inc. may raise annual maintenance by 2% every other year.

Unless requested otherwise by the agency, the first maintenance invoice will be prorated to bring the agency's invoice cycle up to a January thru December calendar year. Thereafter, annual maintenance is invoiced on a calendar year basis, and will be disseminated each year in January.

Annual maintenance includes all end user and technical support via our 800 # and our online support website as well as any associated technical or user documentation. Annual maintenance also includes all new versions of the IAPro software.

Important Note

The purchase of the IAPro system does not include hardware, OS licensing or SQL Server licensing.
Most agencies that purchase IAPro have an existing server with existing Microsoft SQL Server licensing. IAPro can be installed on your existing hardware and within your existing SQL Server instance.

Employee Preload

CI Technologies offers a free service whereby we will import your employee information into the IAPro database, prior to installing IAPro at your agency. This is a one-time service offered at no additional cost.

Training

IAPro training is conducted by an IAPro training specialists. Each IAPro training specialist is a current or former law enforcement professional with extensive investigative experience.

IAPro training is heavily oriented towards hands-on usage. To this end, a special "training" version of IAPro is installed on each workstation used for training. This is a full-featured version of IAPro with demo/training database installed on the workstation hard drive. It is strongly recommended that there be one trainee per training workstation. An LCD projector is also needed for training.

HR Integration

If quoted in this proposal, the HR Integration process will be written as a SQL Stored procedure and will integrate data from an existing SQL Server data source containing the needed employee data elements.

*The integration process will bring in data elements that map to existing data elements within IAPro. New data elements will not be added.

See the "HR Integration Overview" document for details on this process.

Data Migration

The purchase price of IAPro and Blue Team does not include data migration of existing data. If the agency requests a quote can be provided for this service.

Considerations Regarding our Solution

Four aspects of our solution are distinctive and set us apart from our competitors. They are:

Unlimited use licensing – there are no additional or hidden additional licensing costs: IAPro pricing is for unlimited use licensing in terms of both the number of users that can run the software concurrently, and the number of workstations the applications can be run on. Our pricing model ensures maximum flexibility for the customer, with all licensing costs paid at point of initial purchase. The customers will never have to purchase additional licensing based

on increased or unforeseen future usage requirements. This is important since the participation of front-line personnel – especially supervisors – is crucial in upholding the integrity of the organization, and to constrain their use of the software would greatly limit, if not cripple, its effectiveness.

A three-day annual user's conference is offered to our customers: Each year since 2004, CI Technologies has hosted an Annual Users Conference for our IAPro customers. Our most recent conference saw over 600 attendees. Each conference consists of a multitrack format that, includes tracks for beginner-level users, advanced users, and users with specialized interests such as designing early intervention programs.

These conferences are a key part of the support services offered to our customers, and meet the following needs:

- Training of new customer staff based on turnover - Inevitably over time our customers will experience turnover in staff, which requires that training be available on an ongoing basis.
- Advanced training - Many customers benefit from advanced training, especially in-depth coverage of features found in new releases of the software.
- Networking with peers - In order to share ideas and approaches to utilizing our software.
- Providing feedback directly to the vendor's staff - The opportunity to provide feedback and suggestions directly to our staff is highly valuable to both our customers and our company. This ensures that we have up-to-date information on how best to improve our software and services.

Our Growing Customer Base: Over 900 public safety agencies in the US, Canada, Australia and New Zealand currently run IAPro and IAPro with BlueTeam. These agencies range in size from major to one-person IA Units in smaller departments. The size of our customer base reflects our leading position in the Professional Standards software marketplace.

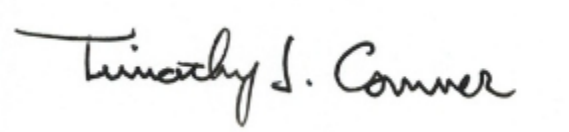
Purchase Orders

Training and installation are scheduled on a first-come-first-served basis.

Due to our current sales backlog, we request to be notified as soon as possible once a purchase decision has been made. Please be sure to fax any purchase orders to us at 800.620.8504 for expeditious handling of your order.

This price quote will remain in-effect through March 31, 2022. Please call or email if you need additional information or have any questions. Thank you again for your interest and consideration!

Best Regards,



Timothy Conner
tconner@iapro.com
Off: 1.800.620.8504 x707

SOFTWARE LICENSE

THIS SOFTWARE LICENSE ("License") is made as of the Effective Date by and between CI Technologies, Inc. ("CIT"), a Florida corporation with offices located at 65 Seaside Capers Road, St. Augustine, Florida 32084, and the individual or entity identified as Licensee on the signature page of this License.

WITNESSETH

WHEREAS, CIT owns, markets, distributes and licenses that certain internal affairs and professional standards unit software ("Software" as defined hereunder); and

WHEREAS, Licensee requires software for organizing and maintaining internal affairs and professional standards information; and

WHEREAS, Licensee has had an opportunity to review, approve, and inspect the Software and is familiar with the Software; and

WHEREAS, Licensee desires to license the Software, subject to the terms and conditions of this License.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, CIT and Licensee hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 -- Recitals: The above recitals and identification of parties are true and correct.

Section 1.02 -- Definitions: The following definitions shall apply:

(1) Acceptance Date: The term "Acceptance Date" shall mean the date the Software is deemed accepted as provided under Section 2.05.

(2) Access: The term "Access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.

(3) Additional Users: The term "Additional Users" shall mean the number of concurrent users specified as Additional Users in a User Notice signed by CIT and Licensee for which CIT has received the User Fee.

(4) Associate: The term "Associate" shall mean an employee of CIT or an independent contractor hired by CIT.

(5) Authorized Facility: The term "Authorized Facility" shall mean the office facilities of Licensee identified in Exhibit A, which is attached hereto and by this reference incorporated herein.

(6) Authorized Person: The term "Authorized Person" shall mean a person or organization who is authorized in writing by CIT to receive Confidential Information and who agrees to maintain the confidentiality of such Confidential Information.

(7) Cancellation Notice: The term "Cancellation Notice" shall mean that written notice sent by CIT to Licensee seeking to cancel this License because of breach by Licensee.

(8) Computer: The term "Computer" shall mean a single computer system (including operating systems software) as configured at the Authorized Facility as a private local area network which is compatible with the Software, owned (or leased) by Licensee, and identified in Exhibit A, attached hereto and by this reference incorporated herein.

(9) Confidential Information: The term "Confidential Information" shall mean all information disclosed by CIT to Licensee in which CIT has a good faith belief it is proprietary or confidential at the time such information comes into the possession or knowledge of Licensee and which is not: (i) already known to Licensee; (ii) in the public domain; (iii) conveyed to Licensee by a third party; (iv) released by CIT without restriction; (v) independently developed by Licensee; and (vi) required by court order to be released by Licensee. For purposes of this definition, Confidential Information shall be deemed to include all information concerning this License, and the Product, excluding items that are subject to disclosure pursuant to law.

(10) Defects: The term "Defect" shall mean programming or design errors which substantially impair the performance, utility and functionality of the Software on the Computer as represented in the Documentation.

(11) Defect Notice: The term "Defect Notice" shall mean that certain written or electronic notice from Licensee to CIT identifying Defects.

(12) Delivery Date: The term "Delivery Date" shall mean the date the Software is delivered to Licensee.

(13) Documentation: The term "Documentation" shall mean that certain user manual as made available to Licensee by CIT.

(14) Effective Date: The term "Effective Date" shall mean the date this License is signed by CIT and Licensee, whichever is later.

(15) License Fee: The term "License Fee" shall mean the amount of money specified as the License Fee in Exhibit A, which is attached hereto and by this reference incorporated herein.

(16) License Term: The term "License Term" shall mean a period of time starting with the Effective Date and continuing until this Agreement is terminated or canceled under Article IV of this License.

(17) Licensee: The term "Licensee" shall mean the individual or entity identified as Licensee on the signature page of this License.

(18) Maintenance Agreement: The term "Maintenance Agreement" shall mean that certain Software Maintenance Agreement between CIT and Licensee (as Customer thereunder).

(19) Maximum Users: The term "Maximum Users" shall mean the sum of the number of Users specified as the Maximum Users in Exhibit A (which is attached hereto and by this reference incorporated herein) and the total number of Additional Users set forth in User Notices signed by CIT and Licensee and for which CIT has received the applicable User Fee.

(20) Product: The term "Product" shall mean the Software and Documentation.

(21) Remote Access: The term "Remote Access" shall mean remote telecommunications network, wide area network, time sharing service, online service, electronic bulletin board service, Internet and Intranet (including, without limitation, other Internet or Intranet enabled) access to the Software.

(22) Restatements: The term "Restatements" shall mean Section 757 of the Restatement of Torts, Section 39 of the Restatement (Third) of Unfair Competition, and Section 1 of the Uniform Trade Secrets Act.

(23) Software: The term "Software" shall mean the object code for that certain software identified on Exhibit A, including updates, upgrades, enhancements, and modifications to the Software as made available to Licensee by CIT.

(24) Unauthorized Access: The term "Unauthorized Access" shall mean any access to the Product except for the exclusive purposes of performing investigative tasks; evaluating the performance, utility and functions of the Product, and training employees of Customer in the use of the Product.

(25) Unauthorized User: The term "Unauthorized User" shall mean any individual who accesses the Product except for: (1) employees of Licensee authorized by Licensee to access the Product for the exclusive purposes of performing investigative tasks; evaluating the performance, utility and functions of the Product, and training employees of Licensee in the use of the Product and (2) Authorized Persons.

(26) User: The term "User" shall mean a concurrent user of the Software who is an employee of the Licensee and located at the Authorized Facility.

(27) User Fee: The term "User Fee" shall mean the amount of money specified as the User Fee in the User Notice.

(28) Warranty Period: The term Warranty Period shall mean that certain period of time beginning on the Acceptance Date and continuing for one year.

ARTICLE II: SCOPE OF LICENSE

Section 2.01 -- Grant of License: CIT hereby grants to Licensee a non-exclusive and non-transferable license for Maximum Users to use the Software on the Computer at the Authorized Facility and to use the Documentation at the Authorized Facility for the

License Term, subject to the terms and provisions of this License.

Section 2.02 -- Additional Users: During the License Term, Licensee shall have the right to request a license for Additional Users by providing CIT with a User Notice.

Section 2.03 -- User Limit: The number of concurrent users shall not exceed the Maximum Users.

Section 2.04 -- Facility: Licensee shall select and prepare a safe and suitable location in the Authorized Facility as required to install the Software on the Computer, including (without limitation) coordinating all cabling, telecommunications and electrical outlet installation as required to install the Software on the Computer. The Authorized Facility shall be completed and ready for installation of the Software on the Computer by the Delivery Date. Except as otherwise agreed to by CIT in writing, Customer shall implement the Software on the Computer.

Section 2.05 -- Acceptance: CIT shall deliver the Software to Licensee on the Delivery Date. The Software shall be deemed accepted by Licensee thirty days after the Delivery Date unless Defect Notice is received by CIT by such thirtieth day. Upon receiving Defect Notice from Licensee, CIT shall review the asserted Defect to determine if the Defect is valid. If, in the reasonable professional judgment of CIT, the Defect is valid, CIT shall correct the Defect and resubmit the Software for acceptance by Licensee. If, in the reasonable professional judgment of CIT, the Defect is not valid, CIT shall submit to Licensee a written explanation of the reasons why such asserted Defect is not valid. Upon receipt of Defect Notice from Licensee by CIT as set forth above, the Software shall be deemed accepted by Licensee except as to the Defect specified in the Defect Notice.

Section 2.06 -- Risk of Loss: Licensee shall assume risk of loss to the Product as of the Delivery Date.

Section 2.07 -- Authorized Use: Licensee shall prevent Unauthorized Users from accessing the Product. Licensee shall prevent Unauthorized Access to the Product. Licensee shall promptly inform CIT of any and all Unauthorized Access (or suspected Unauthorized Access) and Unauthorized Users (or suspected Unauthorized Users) of which Licensee has knowledge or suspicion. Excepting access by CIT, Customer shall prevent Remote Access.

Section 2.08 -- Site Restriction: Licensee shall use the Software only on the Computer and only at the Authorized Facility.

Section 2.09 -- Inspection: Upon ten days advance written notice to Licensee, CIT shall have the right to enter and inspect the Authorized Facilities for compliance with this License. Licensee hereby authorizes CIT to access the personnel, computers, computer software, the Product, the Computer and data of Licensee for purposes of performing such inspection.

ARTICLE III: PAYMENT

Section 3.01 -- Fees: Licensee shall pay the License Fee to CIT on the Effective Date.

Section 3.02 -- User Fee: Licensee shall pay the User Fee to CIT upon submitting User Notice to CIT.

Section 3.03 -- Costs: All services in connection with the Product shall be provided by CIT at the published time and material rates of CIT. Licensee shall pay all direct costs incurred by CIT in providing any such services. Direct costs shall include (without limitation) postage, telephone, travel, per diem, material and reproduction costs.

Section 3.04 -- Invoicing and Payment: CIT shall invoice Licensee for the License Fee, all services provided by CIT, and all direct costs incurred by CIT . Licensee shall pay any such invoice in full within thirty days of receipt.

Section 3.05 -- Taxes: Licensee shall pay any and all applicable taxes (excluding income taxes assessed against CIT).

Section 3.06 -- Late Fee: Any amount which is not paid when due shall be increased by a late charge equal to 1% of such unpaid amount for each month (or portion thereof) in which such amount is due and not paid.

ARTICLE IV: TERMINATION

Section 4.01 -- Termination Limitations: This License shall only be terminated or canceled as provided under this Article IV.

Section 4.02 -- Term: This License shall be valid for the License Term.

Section 4.03 -- Termination: Licensee may terminate this License for convenience upon providing thirty days written notice of termination to CIT.

Section 4.04 -- Cancellation for Cause: If Licensee violates its obligations under this License, CIT may cancel the License by sending Cancellation Notice describing the noncompliance to Licensee. Upon receiving Cancellation Notice, Licensee shall have ten days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required ten day period, CIT shall have the right to cancel this License as of the eleventh day after the date of the Cancellation Notice.

Section 4.05 -- Nonpayment: Notwithstanding anything to the contrary hereunder, Customer failure to pay any amount when due shall be sufficient cause for cancellation of this Agreement as provided under Section 4.04.

Section 4.06 -- Return of Software upon Termination: Upon termination or cancellation of this License, Licensee shall return all original copies of the Product provided to Licensee by CIT pursuant to this License and shall destroy all backup copies of the Product. Licensee shall provide CIT with a certificate of compliance with this Section 4.06 signed by an authorized representative of Licensee.

ARTICLE V: WARRANTY

Section 5.01 -- Performance Warranty: CIT represents and warrants that the Software shall perform substantially as represented in the Documentation during the Warranty Period and for so long as Licensee receives maintenance services pursuant to a Maintenance Agreement between CIT and Licensee.

SECTION 5.02 -- DISCLAIMER: EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 5.01, THE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CIT FURTHER DISCLAIMS AND LICENSEE HEREBY WAIVES, ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR.

Section 5.03 -- Express Warranties: Licensee hereby acknowledges that the party granting the warranty set forth in Section 5.01 is CIT only. Licensee hereby acknowledges and agrees that CIT (including officers, employees, agents, directors and independent contractors of CIT) has not made or granted any other express warranties concerning the Product.

Section 5.04 -- Indemnification: If final judgment is entered against Licensee for claims that the Software violates trade secrets, proprietary information, trademark, copyright or patent rights of a third party, CIT shall perform one or more of the following actions (as determined by CIT) within one year of the date judgment in favor of such third party's claim is rendered by a court of competent jurisdiction:

(1) Replacement: Replace the Product with a non-infringing software product of equivalent functional and performance capability;

(2) Modification: Modify the Product to avoid the infringement without eliminating the functional and performance capabilities of the Product;

(3) Obtain Agreement: Obtain a license for use of the Product from the third party claiming infringement for use of the Product.

The remedies set forth herein shall be the sole and exclusive remedies of Licensee under this License for any and all claims of indemnification.

Section 5.05 -- Limitation of Damages: Excluding indemnity, neither parties shall be liable the other for any lost profits, consequential, exemplary, incidental, or punitive damages under this License (including, without limitation, in connection with use and performance or the Product) regardless of the form of the action, whether in contract or in tort, including negligence, regardless of whether the party has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. The liability of the party for any reason and for any cause of action whatsoever, whether in contract or in tort, including negligence, in connection with this License and the Product shall be limited to the License Fee.

Section 5.06 -- Force Majeure: CIT shall not be liable for any failure to perform its obligations under this License because of circumstances beyond the control of CIT, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of governments, transportation delays, power failure, computer failure, telecommunications failure, and any events reasonably beyond the control of CIT.

Section 5.07 -- Licensee Indemnification: Each party shall defend, indemnify and hold harmless the other and their officers, directors, employees and agents, from and against any expense, cost, loss, or liability resulting from any claims related to use of the

Product and any updates, enhancements, or modifications thereto, (including, without limitation, any claim for breach of warranty, libel, slander, and invasion of privacy) and any liability, demands, claims or actions arising from the acts (or any failure to act) of the other party hereunder. This Section 5.07 shall survive termination and cancellation of this License.

Section 5.08 -- Cooperation: Licensee shall cooperate with CIT by providing CIT information concerning the Software and the Computer, as may be requested by CIT from time to time, and by granting CIT access to the personnel, facilities, computers, computer software and data of Licensee only for purpose of performing this License.

ARTICLE VI: INTELLECTUAL PROPERTY

Section 6.01 -- Ownership and Title: Title to the Product including ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of CIT. Customer hereby acknowledges and agrees that Licensee shall not have or accrue any title or ownership interests to the Product including any ownership rights to patents, copyrights, trademarks and trade secrets therein.

Section 6.02 -- Confidential Information: Licensee shall maintain Confidential Information in strict confidence. Licensee shall not disclose Confidential Information except to Authorized Persons, or as required by law. Licensee shall not duplicate, use or disclose Confidential Information except as otherwise permitted under this License. Licensee shall not make Confidential Information available for public review. The Product shall be deemed Confidential Information of CIT.

CIT agrees that all information disclosed by the City during the term of this Agreement for the performance of CIT's services ("City Information"), shall be confidential and protected from disclosure to the maximum extent protected by law. CIT agrees as follows: (i) City Information shall not be disclosed to any persons other than employees, agents, officers to representatives of CIT who have a need to know; and (ii) City Information shall be held in the strictest of confidence and shall not be disclosed, disseminated or revealed to any other third party. CIT shall ensure that its employees, officers, agents or representatives who are involved with this Agreement will be advised of the terms of this confidentiality clause and will be instructed that they are bound by this confidentiality clause. This provision shall survive the termination of this Agreement.

Section 6.03 -- Trade Secrets: Licensee hereby acknowledges and agrees that the Confidential Information may derive independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use and from not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; it is the subject of reasonable efforts by CIT under the circumstances to maintain its secrecy; and is a trade secret as defined under Chapter 688 of the Florida Statutes [§ 688.002(4)] and the Restatements.

Section 6.04 -- Reverse Engineering: Licensee shall not reverse engineer the Software and shall not allow the Software to be reverse engineered.

Section 6.05 -- Backup Copy: Licensee may create backup copies of the Software at the Authorized Facility for routine archival or backup purposes only.

Section 6.06 -- Copies: Except as provided in Section 6.05, Licensee shall not copy the Product and shall not allow the Product to be copied without the prior written consent of CIT.

Section 6.07 -- Modifications: Licensee shall not modify the Product and shall not allow the Product to be modified without the prior written consent of CIT. Licensee shall not use the Product or any materials incident thereto to develop computer software without the prior written consent of CIT. If the Product is modified, such modifications shall be the sole and exclusive property of CIT and CIT shall own any and all of the rights, title and interests to such modifications and any resulting computer software, including (but not limited to) any and all copyrights, patents and trade secrets related thereto.

Section 6.08 -- No Contest: Licensee shall not contest or aid in contesting the ownership or validity of the trademarks, service marks, trade secrets or copyrights of CIT.

Section 6.09 -- Employee Pirating: Licensee shall not induce or solicit (directly or indirectly) any Associate to leave the employ or hire of CIT. Licensee shall not engage (directly or indirectly) the services of such Associate (as an employee, consultant, independent contractor, or otherwise) without advance written consent of CIT.

Section 6.10 -- Continuation: The terms and provisions of this Article VI shall survive termination and cancellation of this License.

St. Augustine, Florida
32084

ARTICLE VII: MISCELLANEOUS

Section 7.01 -- Assignments: All assignments of rights under this License by Licensee without the prior written consent of CIT shall be void.

Section 7.02 -- Public Announcement: All public announcements of the relationship of CIT and Licensee under this License shall be subject to the prior written approval of CIT. CIT shall have the right to use the name of Licensee as a reference for marketing purposes in connection with the Product.

Section 7.03 -- Entire License: Excepting the Maintenance Agreement, this License contains the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning licensing of the Product.

Section 7.04 -- Amendments and Modifications: Alterations, modifications or amendments of a provision of this License shall not be binding and shall be void unless such alterations, modifications, or amendments are in writing and signed by CIT and Licensee.

Section 7.05 -- Severability: If a provision of this License is rendered invalid, the remaining provisions shall remain in full force and effect.

Section 7.06 -- Captions: The headings and captions of this License are inserted for reference convenience and do not define, limit or describe the scope or intent of this License or any particular section, paragraph, or provision.

Section 7.07 -- Counterparts: This License may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 7.08 -- Governing Law: This License is governed by the laws of the State of Florida

Section 7.09 -- Notice: All communications shall be in writing. Notices shall be deemed delivered when delivered by Certified Mail or by hand to the address set forth below for CIT and to the address set forth on the signature page of this License for Licensee. Notice shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt.

CIT:	Address:
CI Technologies, Inc.	65 Seaside Capers Road

Section 7.10 -- Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 7.11 -- Waiver: Waiver of breach of this License shall not constitute waiver of another breach. Failing to enforce a provision of this License shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this License shall not be binding and shall be void unless such waiver is in writing and signed by the party waiving such provision.

Section 7.12 -- Relationship of the Parties: It is agreed that the relationship of the parties is primarily that of licensee and licensor. Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.

Section 7.13 -- Arbitration: Any controversy or claim arising out of or relating to this License, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules (excluding Expedited Procedures) of the American Arbitration Association in the State of Florida. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof, unless a subsequent request for reconsideration has been filed by either party under this Section 7.13. Three qualified arbitrators shall be appointed in accordance with the Commercial Arbitration Rules (excluding Expedited Procedures) of the American Arbitration Association and this License. Such qualified arbitrators shall be members of the Florida Bar and shall have at least five years of experience in computer law matters. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure. A stenographer shall be present at the arbitration proceedings and the stenographic record shall be the official record of the proceeding. The arbitration award shall be in writing and shall include findings of fact and conclusions of law. Each party shall have the right of appeal of any decision by the arbitrators by filing a request for reconsideration of any arbitration decision with the American Arbitration Association within ninety days of receiving such decision. Upon receiving such request for reconsideration, the American Arbitration Association shall reconsider the matter de novo using a different panel of three appellate arbitrators and the foregoing procedures. Such panel of appellate arbitrators shall

be selected using the same procedures as used to select the original arbitrators. Each party shall pay an equal share of the fees and expenses of the arbitrators and administrative fees and expenses of the arbitration. Florida Statute § 682 shall apply.

Section 7.14 -- Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this License are true, correct and accurate as of the date of this License to the best of their knowledge.

Section 7.15 -- Litigation Expense: In the event of litigation or arbitration arising out of this License, each party shall pay its own costs and expenses of litigation or arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

IN WITNESS WHEREOF, this License has been executed as of the Effective Date.

CIT:

CI TECHNOLOGIES, INC.

BY: Timothy J. Conner

Timothy Conner
Vice President

Date: 7/21/2021

LICENSEE:

Williamson County Sheriff's Office

BY: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

to the Software License

PRODUCT SCHEDULE

This Product Schedule is executed and delivered pursuant to that certain License Agreement between CIT and Licensee which is incorporated herein by this reference. Except as set forth in this Schedule, all capitalized terms used in this Exhibit A shall have the meaning ascribed to them in the License.

(1) Software: The term "Software" shall mean the object code for the following software product(s):

IAPro and BlueTeam software

(2) Authorized Facility: The term "Authorized Facility" shall mean the following office facility of Licensee:

Williamson County Sheriff's Office

(3) Computer: The term "Computer" shall mean the following computer system owned (or leased) by Licensee:

Computers owned by Williamson County Sheriff's Office

(4) Maximum Users: The term "Maximum Users" shall mean the following maximum number of concurrent users:

Unlimited use site license to include: installation on an unlimited number of workstations and an unlimited number of concurrent users

(5) License Fee: The term "License Fee" shall mean the following amount of money:

$ 18,000 for IAPro licensing
$ 15,000 for BlueTeam licensing

CIT:

CI Technologies, Inc.

By: Timothy J. Conner
Timothy Conner,
Vice President

Date: 7/20/2021

LICENSEE:

_____

By: _____

Print Name: _____

Title: _____

Date: _____

SOFTWARE MAINTENANCE AGREEMENT

THIS SOFTWARE MAINTENANCE AGREEMENT ("Agreement") is made as of the Effective Date by and between CI Technologies, Inc. ("CIT"), a Florida corporation with offices located at 65 Seaside Capers Road, St. Augustine, Florida 32084, and the individual or entity identified as Customer on the signature page of this Agreement.

WITNESSETH:

WHEREAS, CIT has owns, licenses, and maintains certain "IAPro" internal affairs software and BlueTeam "field support" software ("Software" as defined hereunder); and

WHEREAS, Customer and CIT have executed that certain Software License under which Customer obtained the right to use the Software; and

WHEREAS, Customer desires CIT to provide Customer with certain maintenance and user support services for the Software, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained CIT and Customer hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 -- Recitals: The above recitals and identification of parties are true and correct.

Section 1.02 -- Definitions: The following definitions shall apply:

(1) Acceptance Date: The term "Acceptance Date" shall mean the Acceptance Date as defined under the License.

(2) Access: The term "access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.

(3) Associate: The term "Associate" shall mean an employee of CIT or independent contractor hired by CIT.

(4) Authorized Facility: The term "Authorized Facility" shall mean the any facility where work is performed by the Customer's employees.

(5) Authorized Person: The term "Authorized Person" shall mean a person or organization who is authorized in writing by CIT to receive Confidential Information and who agrees to maintain the confidentiality of such Confidential Information.

(6) Cancellation Notice: The term "Cancellation Notice" shall mean that written notice sent by one party to this Agreement to the other party to this Agreement seeking to cancel this Agreement because of breach by such other party.

(7) Computer: The term "Computer" shall mean the "Computer" as defined under the License.

(8) Confidential Information: The term "Confidential Information" shall mean all information disclosed by CIT to Customer in which CIT has a good faith belief it is proprietary or confidential at the time such information comes into the possession or knowledge of Customer and which is not: (i) already known to Customer; (ii) in the public domain; (iii) conveyed to Customer by a third party; (iv) released by CIT without restriction; (v) independently developed by Customer; and (vi) required by court order to be released by Customer. For purposes of this definition, Confidential Information shall be deemed to include all information concerning this Agreement and the Product, excluding items that are subject to disclosure pursuant to law.

(9) Defect: The term "Defect" shall mean programming or software design errors which substantially impair the performance, utility and functionality of the Software on the Computer as represented in the Documentation.

(10) Delivery Date: The term "Delivery Date" for an Update, Upgrade or Enhancement shall mean the date CIT delivers such Update, Upgrade or Enhancement to Customer.

(11) Documentation: The term "Documentation" shall mean that certain user's guide for the Software, including Supplements thereto.

(12) Effective Date: The term "Effective Date" shall mean the date this Agreement is signed by CIT or Customer, whichever is later.

(13) Enhancement: The term "Enhancement" shall mean the object code for modifications to the

Software which improve or expand the functionality or features of the Software as requested by Customer in writing and expressly approved by CIT.

(14) Fee Schedule: The term "Fee Schedule" shall mean that certain fee schedule attached hereto as Exhibit A and by this reference incorporated herein.

(15) Implement: The term "implement" and variants thereof (including, but not limited to, the terms "implementation," "implementing" and "implemented") shall mean to load and make available for user access and use.

(16) Initial Term: The term "Initial Term" shall mean that period of time starting on the Effective Date and continuing for one year.

(17) License: The term "License" shall mean that certain Software License between CIT and Customer under which CIT granted Customer a license to use the Software.

(18) Maintenance Fee: The term "Maintenance Fee" shall mean the prevailing fee charged by CIT to Customers for Maintenance Services as published by CIT from time to time.

(19) Maintenance Services: The term "Maintenance Services" shall mean those certain defect resolution, Update and telephone support services for a Maintenance Term as provided under Article II of this Agreement.

(20) Maintenance Term: The term "Maintenance Term" shall mean a one year period of time which starts on the Acceptance Date and is renewable for consecutive one year periods of time, unless earlier terminated or canceled, as provided hereunder.

(21) Product: The term "Product" shall mean the Software and Documentation.

(22) Remote Access: The term "Remote Access" shall mean a remote telecommunications network, wide area network, time sharing service, online service, electronic bulletin board service, Internet and Intranet (including, without limitation, other Internet or Intranet enabled) access to the Software.

(23) Restatements: The term "Restatements" shall mean Section 757 of the Restatement of Torts, Section 39 of the Restatement (Third) of Unfair Competition, Section 1 of the Uniform Trade Secrets Act and Section 1839 of Title 18 of the United States Code (18 U.S.C. §1839).

(24) Software: The term "Software" shall mean the term "Software" as defined under the License, including Enhancements, Updates and Upgrades thereto, as provided to Customer by CIT.

(25) Supplement: The term "Supplement" shall mean modifications or updates to the Documentation.

(26) Support Services: The term "Support Services" shall mean those certain consulting, implementation support, training and ad-hoc services provided to Customer by CIT in connection with the Software.

(27) Term: The term "Term" shall mean a period of time starting on the Effective Date and continuing until this Agreement is terminated or canceled as provided under Article VI of this Agreement.

(28) Unauthorized Access: The term "Unauthorized Access" shall mean any access to the Product except for the exclusive purposes of performing law enforcement-related tasks; evaluating the performance, utility and functions of the Product, and training employees of Customer in the use of the Product.

(29) Unauthorized User: The term "Unauthorized User" shall mean any person other than 1) an employee of Customer, a person authorized to perform maintenance or other work on a host workstation or server.

(30) Update: The term "Update" shall mean the object code for modifications to the Software which have been publicly released to CIT customers under standard Software Maintenance Agreements to resolve Defects and which improve or expand the performance of the Software on the Computer.

(31) Upgrade: The term "Upgrade" shall mean the object code for an upgrade to the Software which improves or expands the functionality or features of the Software as made available by CIT in conjunction with the maintenance services provided under this agreement.

(32) Upgrade Fee: The term "Upgrade Fee" shall mean the same as maintenance fee for the purposes of this agreement.

ARTICLE II: MAINTENANCE SERVICES

Section 2.01 – Provision of Technical Support: During the Maintenance Term, CIT shall provide technical support services as outlined in Exhibit B "Provision of Technical Support Services".

Section 2.02 -- Updates: During the Maintenance Term, CIT shall deliver Updates to Customer within sixty (60) days after the date that such Update is released by CIT. Except as otherwise agreed to by CIT in writing, Customer shall implement Updates on the Computer. Updates shall be deemed accepted by Customer on the Delivery Date.

Section 2.03 -- Telephone Consultations: During the Maintenance Term, CIT shall provide Customer with telephone consultations in answering questions concerning use of the Software, or any technical or other problems or issues that are encountered.

Section 2.04 -- Source Code Agreement: If requested to do so, CIT is willing to place the source code of the Software in escrow with the Customer.

The Customer may use the Source Code and Source Code documentation for the IAPro Software upon, but only upon, the occurrence of a "Triggering Event," which shall mean and include the following: (1) filing by CIT of a petition under any state or federal insolvency or bankruptcy statute seeking its declaration as insolvent or bankrupt; (2) filing of any action seeking receivership or reorganization of CIT pursuant to or under any state or federal insolvency or bankruptcy statute; (3) filing of an involuntary petition against by CIT pursuant to any state or federal insolvency or bankruptcy statute; (4) CIT ceases to do business for any reason; (5) CIT breaches the terms and conditions of the Contract relating to software support and maintenance, as set forth in Exhibit 1: Maintenance and Support: Diagnostic, Resolution, and Escalation Procedures, or in any other maintenance agreement as agreed to and executed in writing by and between Licensee and CI Technologies; or (6) CIT no longer supports or maintains the IAPro Software.

If CIT breaches the terms and conditions of the Contract relating to software support and maintenance, notice will be given by the Customer, and a 60 day period will be allowed for CIT to act in good faith to satisfy those terms and conditions before the triggering event will be confirmed and acted upon.

A triggering Event shall NOT mean or include the following:

If The Customer elects not to continue to pay for, keep or renew the Annual Maintenance Contract.

The Customer falls in arrears in Annual Maintenance Contract Payments.

Upon the occurrence of a Triggering Event, The Customer may use the Source Code for the exclusive purpose of maintaining the performance, utility and functions of the Source Code and the executable (object code) IAPro Software, correcting defects in the executable IAPro Software, modifying the Source Code and executable IAPro Software for use by The Customer, creating enhancements and modifications for use by The Customer, and training employees of The Customer in the use of the Source Code for the foregoing purposes.

The IAPro Source Code will be delivered to The Customer in zipped, encrypted file format with the decryption password provided as well. All IAPro Source Code delivered to The Customer pursuant to the Contract will be held by The Customer in a secure storage facility within the office of the Commander of the Professional Standards or Internal Affairs Unit or the office of the Chief Executive of the Customer. The key to the IAPro Source Code will be held by The Customer in a secure storage facility within the office of the Commander of the Professional Standards or Internal Affairs Unit or the office of the Chief Executive of the Customer.

ARTICLE III: SUPPORT SERVICES

Section 3.01 -- Enhancements: Upon discovering a desired Enhancement for the Software, Customer may request development of the Enhancement. Any such request shall be submitted to CIT verbally or in writing. Development of any such Enhancement shall be subject to the sole and exclusive discretion of CIT. Any service provided by CIT in developing any such Enhancement may be provided at the time and materials rates of CIT prevailing at the time such services are rendered as approved by CIT. Except as otherwise agreed to by CIT in writing, Customer shall implement Enhancements on the Computer. Enhancements shall be deemed accepted by the Customer on the Delivery Date.

Section 3.02 -- Upgrades: CIT shall inform Customer of the availability of an Upgrade within sixty (60) days after the date such Upgrade is released by CIT.

Section 3.03 -- Acceptance: Services provided by CIT under this Agreement shall be deemed delivered by CIT and accepted by Customer upon performance.

Section 3.04 -- Cooperation: Customer shall cooperate with CIT by providing CIT information concerning the Software and the Computer, as may be requested by CIT from time to time, and by granting CIT access to the personnel, facilities, computers, computer software and data of Customer only for purpose of performing this Agreement.

Section 3.05 -- Schedule Restrictions: The services to be provided by CIT under this Agreement shall be performed only during the hours of 9:00 a.m. through 5:00 p.m. Eastern Time, Monday through Friday (excluding holidays), unless otherwise provided (as determined exclusively by CIT).

ARTICLE IV: LICENSING

Section 4.01 -- License Grant: CIT hereby grants to Customer a non-exclusive and non-transferable license to use the Software on the Computer at the Authorized Facility and to use the Documentation at the Authorized Facility for the Term, subject to the terms and provision of this Agreement and the License.

Section 4.02 -- Risk of Loss: Customer shall assume risk of loss to an Enhancement, Update or Upgrade as of the Delivery Date for such Enhancement, Update or Upgrade.

Section 4.03 -- Authorized Use: Customer shall prevent Unauthorized Users from accessing the Product. Customer shall prevent Unauthorized Access to the Product. Customer shall promptly inform CIT of any and all Unauthorized Access (or suspected Unauthorized Access) and Unauthorized Users (or suspected Unauthorized Users) of which Customer has knowledge or suspicion.

Section 4.04 -- Site Restriction: Customer shall use the Software only on the Computer and only at the Authorized Facility.

ARTICLE V: PAYMENT

Section 5.01 -- Maintenance Fee: The Maintenance Fee for the Initial Term shall be the amount of money set forth in the Fee Schedule. Thereafter, CIT shall establish the Maintenance Fee and invoice Customer for the Maintenance Fee for a Maintenance Term by written notice to Customer at least thirty days in advance of the first day of such Maintenance Term. In order to renew the Maintenance Term, Customer shall pay the invoiced Maintenance Fee for each such Maintenance Term within thirty days of receipt of such invoice. CIT will not increase the license fee by more than 5% in any given one year period. Any increase of the license fee will be communicated to the customer at least 1 year prior.

Section 5.02 -- Upgrade Fee: The upgrade shall be considered part of the annual maintenance fee.

Section 5.03 -- Enhancements: Enhancement services shall be performed at the discretion of CIT or at the time and materials rates of CIT prevailing at the time such services are rendered as approved by CIT.

Section 5.04 -- Support Services: Support Services and any other services provided by CIT which are not provided for under this Agreement shall be invoiced to Customer by CIT at the time and material rates of CIT prevailing at the time the services are rendered plus actual travel and per diem costs incurred by CIT in providing such services.

Section 5.05 -- Costs: Customer shall pay all direct costs incurred by CIT in providing any services pursuant to this Agreement. Such direct costs shall include (without limitation) postage, telephone, travel, per diem, material and reproduction costs.

Section 5.06 -- Invoicing and Payment: CIT shall invoice Customer for the Maintenance Fee, all services provided by CIT, and all costs incurred by CIT in providing services under this Agreement. Such invoice shall be accompanied by receipts evidencing such costs. Customer shall pay any such invoice in full within thirty days of receipt.

Section 5.07 -- Taxes: Customer shall pay any and all applicable taxes (excluding income taxes assessed against CIT).

Section 5.08 -- Refund: Upon termination or cancellation of this Agreement, CIT shall be entitled to retain all payments rendered to CIT by Customer under this Agreement in anticipation of services, including (without limitation) all Maintenance Fees, Upgrade Fees and all other payments rendered to CIT by Customer hereunder before the termination or cancellation date (as the case may be).

ARTICLE VI: TERMINATION

Section 6.01 -- Termination Limitations: This Agreement shall only be terminated and canceled as provided under this Article VI.

Section 6.02 -- Term: This Agreement shall be valid for the Term.

Section 6.03 -- Maintenance Term and Renewal: Subject to payment of the Maintenance Fee, CIT shall provide

Maintenance Services to Customer for the Maintenance Term. Subject to payment of the Maintenance Fee, the Maintenance Term shall renew on the next succeeding anniversary of the Acceptance Date, unless the Maintenance Term is earlier terminated or canceled as provided under this Agreement. Termination or cancellation of this Agreement shall terminate or cancel (as the case may be) the Maintenance Term.

Section 6.04 -- Termination: Either party may terminate this Agreement for convenience upon providing ten days advance written notice to the other party.

Section 6.05 -- Cancellation for Cause: If Customer violates its obligations under this Agreement, CIT may cancel this Agreement by sending Cancellation Notice describing the noncompliance to Customer. Upon receiving Cancellation Notice, Customer shall have ten days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required ten day period, CIT shall have the right to cancel this Agreement as of the eleventh day after the date of the Cancellation Notice.

Section 6.06 -- Nonpayment: Notwithstanding anything to the contrary hereunder, Customer failure to pay any amount when due shall be sufficient cause for cancellation of this Agreement as provided under Section 6.05. The Maintenance Term shall not renew if Customer fails to pay any invoiced Maintenance Fee as provided under Section 5.01.

Section 6.07 -- Payment: Termination or cancellation of this Agreement shall not relieve Customer from any payment obligation under this Agreement. All payment obligations of Customer under this Agreement shall survive termination and cancellation of this Agreement.

Section 6.08 – Reinstatement: If this Agreement is terminated, Customer may have the Agreement reinstated upon payment of all applicable Maintenance Fees for previous Maintenance Terms. Reinstatement of this Agreement shall be subject to the exclusive discretion of CIT.

ARTICLE VII: WARRANTY

Section 7.01 -- Service Warranty: The services to be provided by CIT hereunder shall be performed in a timely and professional manner by qualified software personnel familiar with the Software and shall conform to the standards generally observed in the industry for similar services.

Section 7.02 -- Express Warranties: Customer hereby acknowledges and agrees that CIT (including officers, employees, agents, directors and independent contractors of CIT) has not made or granted any express warranties concerning the Product and services hereunder except for the service warranty of Section 7.01.

SECTION 7.03 -- WARRANTY LIMITATION: THE SERVICE WARRANTY OF SECTION 7.01 IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. EXCEPTING THE SERVICE WARRANTY EXPRESSLY ACKNOWLEDGED HEREUNDER, CIT HEREBY DISCLAIMS AND CUSTOMER HEREBY WAIVES ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY.

Section 7.04 -- Software Modifications: If the Software is modified by any party other than CIT, CIT shall be discharged from any further obligations under this Agreement. Any such discharge shall not affect the obligations of Customer which shall be continuing and binding despite such discharge.

Section 7.05 – Indemnification: If final judgment is entered against Customer for claims that the Software violates trade secrets, proprietary information, trademark, copyright or patent rights of a third party, CIT shall perform one or more of the following actions (as determined by CIT) within one year of the date judgment in favor of such third party's claim is rendered by a court of competent jurisdiction:

(1) Replacement: Replace the Product with a non-infringing software product of equivalent functional and performance capability;

(2) Modification: Modify the Product to avoid the infringement without eliminating the functional and performance capabilities of the Product;

(3) Obtain License: Obtain a license for use of the Product from the third party claiming infringement for use of the Product.

The remedies set forth herein shall be the sole and exclusive remedies of Customer under this Agreement for any and all claims of indemnification.

Section 7.06 -- Limitation of Damages: Excluding indemnity, neither parties shall be liable to the other under this Agreement or in connection with the Product for any lost profits or consequential, exemplary, incidental or punitive damages, regardless

of whether the party has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. Notwithstanding any provision to the contrary, the liability of CIT for any reason and for any cause of action whatsoever in connection with this Agreement and the Product shall be limited to the amount of money received by CIT pursuant to this Agreement.

Section 7.07 -- Force Majeure: CIT shall not be liable for any failure to perform its obligations under this Agreement because of circumstances beyond the control of CIT, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of governments, transportation delays, power failure, computer failure, telecommunications failure, and any events reasonably beyond the control of CIT.

Section 7.08 -- Indemnification: To the extent permitted by law, each party shall defend, indemnify and hold harmless the other and its officers, directors, employees and agents, from and against any and all claims, actions, liability, expenses, costs or losses arising from the use or performance of the Product and any and all claims, actions, liability, expenses, costs or losses, arising from the acts (or any failure to act) of the other party hereunder. This Section 7.08 shall survive termination and cancellation of this Agreement.

ARTICLE VIII: INTELLECTUAL PROPERTY

Section 8.01 -- Ownership and Title: Title to the Product including ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of CIT. Customer hereby acknowledges and agrees that Customer shall not have or accrue any title or ownership interests to the Product, including any ownership rights to patents, copyrights, trademarks and trade secrets therein.

Section 8.02 -- Confidential Information: Customer shall maintain Confidential Information in strict confidence. Customer shall not disclose Confidential Information except to Authorized Persons, or as required by law. Customer shall not duplicate, use or disclose Confidential Information except as otherwise permitted under this Agreement. Customer shall not make Confidential Information available for public review. The Product shall be deemed Confidential Information of CIT.

Section 8.03 -- Trade Secrets: Customer hereby acknowledges and agrees that the Confidential Information may derive independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use and from not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; is the subject of reasonable efforts by CIT under the circumstances to maintain its secrecy; and is a trade secret of CIT as defined under Chapter 688 of the Florida Statutes [§688.002(4)] and the Restatements.

Section 8.04 -- Reverse Engineering: Customer shall not reverse engineer the Software and shall not allow the Software to be reverse engineered.

Section 8.05 -- Backup Copy: Customer may create copies of the Software at the Authorized Facility only for routine archival or backup purposes.

Section 8.06 -- Copies: Except as provided in Section 8.05, Customer shall not copy the Product and shall not allow the Product to be copied without the prior written consent of CIT.

Section 8.07 -- Modifications: Customer shall not modify the Product and shall not allow the Product to be modified without the prior written consent of CIT. Customer shall not use the Product or any materials incident thereto to develop computer software without the prior written consent of CIT. If the Product is modified, such modifications shall be the sole and exclusive property of CIT and CIT shall own any and all of the rights, title and interests to such modifications and any resulting computer software, including (but not limited to) any and all copyrights, patents and trade secrets related thereto.

Section 8.08 -- No Contest: Customer shall not contest or aid in contesting the ownership or validity of the trademarks, service marks, trade secrets or copyrights of CIT.

Section 8.09 -- Employee Pirating: Customer shall not (i) induce or solicit (directly or indirectly) any Associate to leave the employ or hire of CIT or (ii) engage (directly or indirectly) the services of such Associate (as an employee, consultant, independent contractor, or otherwise) without advance written consent of CIT.

Section 8.10 -- Continuation: The terms and provisions of this Article VIII shall survive termination and cancellation of this Agreement.

ARTICLE IX: MISCELLANEOUS

Section 9.01 -- Assignments: All assignments of rights under this Agreement by Customer without the prior written consent of CIT shall be void.

Section 9.02 -- Public Announcement: All public announcements of the relationship of CIT and Customer under this Agreement shall be subject to the prior written approval of CIT.

Section 9.03 -- Entire Agreement: Excepting the License, this Agreement contains the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning licensing of the Product. In the event of a conflict, discrepancy, or inconsistency between this Agreement and any other agreement, the terms and provisions of this Agreement shall prevail and control.

Section 9.04 -- Amendments and Modifications: Alterations, modifications or amendments of a provision of this Agreement shall not be binding and shall be void unless such alteration, modification or amendment is in writing and signed by CIT and Customer.

Section 9.05 -- Severability: If a provision of this Agreement or a portion of a provision is rendered invalid, the remaining provisions or portions thereof shall remain in full force and effect.

Section 9.06 -- Captions: The headings and captions of this Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 9.07 -- Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 9.08 -- Governing Law: This Agreement is governed by the laws of the State of Florida.

Section 9.09 -- Notice: Notices shall be in writing. Notices shall be deemed delivered when delivered by Certified Mail or by hand to the address set forth below for CIT and to the address set forth on the signature page of this Agreement for Customer. Notice shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt.

CIT:	Address:
CI Technologies, Inc.	65 Seaside Capers Road St. Augustine, FL 32084

Section 9.10 -- Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 9.11 -- Waiver: Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waivers of a provision of this Agreement shall not be binding and shall be void unless such waiver is in writing and signed by the party waiving such provision.

Section 9.12 -- Relationship of the Parties: Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.

Section 9.13 -- Arbitration: Section removed.

Section 9.14 -- Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this Agreement are true, correct and accurate as of the Effective Date to the best of their knowledge.

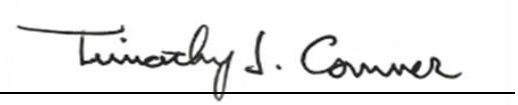
Section 9.15 -- Litigation Expense: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation or arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

Section 9.16 -- Equitable Remedies: The parties hereby acknowledge that in certain cases damages at law may be an inadequate remedy to CIT. Therefore, in such cases CIT shall have the right of specific performance, injunction or other equitable remedy in the event of a breach of this Agreement by Customer.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

CIT:

CI Technologies, Inc.

By: 

Print Name: Timothy Conner

Title: Vice President

Date: 7/21/2021

CUSTOMER:

Williamson County Sheriff's Office

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

_____

EXHIBIT A

To Software Maintenance Agreement

FEE SCHEDULE

(1) Maintenance Fee: The Maintenance Fee for the Initial Term shall be the following amount of money:

$ 4,500 for IAPro
$ 3,750 for BlueTeam

Will be billed beginning one year after purchase. No charge for maintenance during first 12 months of software ownership.

CI Technologies may raise annual maintenance by 2% every other year.

CIT:	CUSTOMER:
CI Technologies, Inc.	Williamson County Sheriff's Office
By: Timothy J. Conner	By:
Print Name: Timothy Conner	Print Name:
Title: Vice President	Title:
Date: 7/20/21	Date:

Exhibit B - Provision of Technical Support Services

While the annual maintenance agreement is in-effect, CI Technologies will provide technical support to Customer as follows:

Availability: Via our 1-800 number and personal cell phones during normal working hours. Also, e-mail for lower priority issues. We typically make ourselves available after working hours if a high priority problem is pending.

Two hours is our typical response time to medium and high priority calls. We typically respond to call or e-mails related to training or usage issues within 24 hours.

The following escalation procedures will be employed to insure an appropriate response to any interruption of service in order to minimize downtime. Problems are addressed quickly during the hours of 8:00am and 6:00pm EST Monday through Friday excluding Holidays and weekends.

General problem reporting and resolution procedures

When a problem is encountered during regular business hours, the following steps will be preformed:

Customer users will ideally first contact the IAPro designated coordinator of Customer. This will probably be a person in either the IA or IT areas who is most familiar with IAPro.

(Please note: Users are also welcome to call CI Technologies directly, but including the IAPro designated coordinator in problem resolution is desired.)

If the problem seems to require assistance from CI Technologies, they will be contacted at this point. Otherwise, the Customer IAPro designated coordinator will attempt to correct the problems. The IAPro designated coordinator will verify network connects, resolve printer problems and any desktop issues associated with using IAPro.

If internal City resources are unable to determine the cause of the failure, the IAPro designated coordinator will contact CI Technologies. CI technologies will be notified through E-Mail and via phone.

CI Technologies resources will work with the Customer to diagnose the problem. After investigating the issue, CI Technologies and the Customer will jointly categorize the problem into:

Type of Problem	Ownership
Server Hardware Problem	IT
Desktop Hardware Problem	IT
Network Communication	IT
Isolated Workstation Issue	IT
Database Performance/storage	CI Technologies
Application or software related	CI Technologies

Problem Definition and Priority:

The following table provides a list of the types of problems that can be experienced. CI Technologies is responsible for (but not limited to):

Description of Problem	Category	Priority
All services unavailable: (City Wide)	Showstopper	High

Description of Problem	Category	Priority
The system is unavailable. Cases cannot be processed.		
Efficiency/Performance/Throughput: System is functional but does not match the performance criteria.	Showstopper	High
System not performing as specified: Functions are not executing correctly and are stopping cases from being processed. No workaround available.	Showstopper	High
User Error: Problem reported by user that was a result of user error or misunderstanding. Isolated workstation failure.	Training Issue/Questions	Low
Enhancement: System does not perform the required functionality. Functionality was not within requirements.	Enhancement - These will be added to the enhancement list and addressed with CI Technologies as needed.	Low
System not performing as specified (workaround available). An error is experienced but the problem can be worked around.	Workaround Available Complex workaround Decrease system's efficiency/performance/ throughput Decreases user/department's efficiency in completing tasks	Medium
	Workaround available Easy to implement workaround. No impact on system performance No impact on user/department's efficiency	Low

Support Restore Requirements

The following table provides a guideline for restoration times in case of a problem:

Priority	Restore Time
High	Response within 2 hours of contact. Resolution within 6 hours from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail. If feasible, CI Technologies will provide after hours support into the evening or during early morning hours.
Med	Resolution within 2 business days from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail to the entire list.
Low	No resolution time designated.. Added to enhancement list or addressed through updates to user documentation.

Future releases are supported in the above manner as long as the annual maintenance agreement is in-effect.

We provide a 24 hour toll free product support line with either a person or voice mail answering. From 8:30 AM – 5:30 PM EST a person is most likely to answer.

Old releases are supported up to 2 years after release of succeeding versions. Please note that customers with a current annual maintenance agreement are provided the latest version of the software to include all customizations

Commissioners Court - Regular Session **18.**

Meeting Date: 08/03/2021

Carrier Corporation-Chiller Repairs

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the labor proposal between Williamson County and Carrier Corporation for Chiller repair services in the amount of $24,095.00 per the terms of Buy Board contract #631-20 and authorizing the execution of this agreement.

Background

Per the attached quote, this allows Carrier Corporation to make repairs to the chillers at the following location: Cedar Park Annex, Justice Center, Jail and ESOC. Department Point of contact is Christi Stromberg. Funding Source is 01.0100.0509.004510.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement and Quotes

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 09:46 AM
Form Started By: Kim Chappius		Started On: 07/27/2021 11:39 AM
Final Approval Date: 07/29/2021		

SERVICES CONTRACT
FOR
WILLIAMSON COUNTY FACILITIES HVAC REPAIRS
(Buy Board Contract #631-20)

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

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Carrier Corporation (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. The services and work relating to Williamson County Facilities HVAC Repairs, as described in the attached Quote(s)/Proposal(s) being marked as Exhibit "A," which is incorporated herein as if copied in full.

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

II.

Completion: The services shall be fully and finally completed **on or before September 30, 2021**; provided, however, the County may extend said time period in the event bad weather affects the progress of the services. Service Provider shall commence the services upon instruction to do

so from the County. The County shall, at its sole discretion, determine when the project has been fully and finally completed to its satisfaction.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and paid at **$24,095.00** for the specific project upon final completion. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000

Aggregate policy limits:	$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

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

A. As described in the attached Quote(s)/Proposal(s), and being marked Exhibit "A," which is incorporated herein as if copied in full;
B. Buy Board Contract #631-20; and
C. Insurance certificates evidencing required coverages.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

VI.

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

whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

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

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

VIII.

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

IX.

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

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

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

XII.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until project completion or when terminated pursuant to this Contract.

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

XIX.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

_____
Authorized Signature

_____
Printed Name

Date: _____, 20___

SERVICE PROVIDER:

Carrier Corporation

_____
Authorized Signature

David Keim
Printed Name

Date: July 28, 2021

Notwithstanding anything to the contrary stated herein, the service provider retains ownership of its intellectual property and no license to service provider's intellectual property is granted except as necessary for the customer to use any deliverables and/or services provided hereunder.

Exhibit "A"
Quote/Proposal

Williamson County Facilities Department
HVAC Repairs

Submitted By:
Carrier Commercial Service
Melissa House
Senior Service Sales Representative
Cell: (512) 364-6322
Email: Melissa.house@carrier.utc.com
11100 Metric Blvd, Suite #400
Austin, TX 78758

Prepared For:
Williamson County
Facilities Department
ATTN: Thomas Solis

Thank you for the opportunity to serve Williamson County. Please see the attached quotes for HVAC repairs under the BuyBoard contract number 631-20. Below is a summary for repairs needed per site:

Chiller Repair Service, BuyBoard 631-20					
	Estimate Date	**Job Description**	**Location**	**Cost**	**Scope of Work**
	7/6/2021	Leak Check Chiller	Cedar Park Annex	$ 1,350.00	Quote attached
	7/15/2021	Chiller # 2 - Repairs	Justice Center	$ 8,796.00	Quote attached
	7/15/2021	Jail Chiller Repair	Jail	$ 7,942.00	Quote attached
	7/14/2021	Chiller # 3 - Repair	Jail	$ 1,480.00	Quote attached
	7/14/2021	Chiller # 2 - Repairs	Jail	$ 1,452.00	Quote attached
	7/6/2021	Chiller # 1 - Repair	ESOC	$ 3,075.00	Quote attached
			Total for Repairs:	**$ 24,095.00**	

Thank you for the opportunity to service the Williamson County. If any additional information is needed please let me know.

Sincerely,

Melissa House
Sr. Service Sales Representative
Carrier Commercial Service

11100 Metric Blvd, Suite 400
Austin, TX 78759
Mobile: (512) 364-6322
24/7 Dispatch: (512)719-6400
Email: Melissa.house@carrier.utc.com
www.carrier.com/austinservice

Address 11100 Metric Blvd, Suite #400
Austin Texas 78758
Phone (512) 364-6322
Fax (860) 660-8748
E-mail melissa.house@carrier.com

Contact Name Thomas Solis
Account Williamson County Faculties Department
Phone (512) 943-1303
Site Address 350 Discovery Blvd
Cedar Park TX

Estimate Date 07/06/2021

Job Description Leak Check Chiller, BuyBoard 631-20

Scope of Work

Perform the leak check on the chiller, circuit B. Once the leak is found we will provide a separate proposal for repairs.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Excludes overtime labor.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: $1,350.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Melissa House

Carrier Commercial Service

_____ _____
Title

_____ _____
Customer Acceptance (signature) Date Purchase Order

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us, License # TACLA59534C

The attached Terms & Conditions shall govern.

Address	11100 Metric Blvd, Suite 400 Austin TX 78758
Phone	(804) 298-5940
Fax	(860) 353-4197
E-mail	david.m.keim@carrier.com

Contact Name	Thomas Solis
Account	WILLIAMSON COUNTY JUSTICE CENTER
Phone	(512) 943-1303

Site Address	405 Martin Luther King St Georgetown TX United States	Estimate Date	07/15/2021

Job Description Justice Center Ch-2 Repairs

Scope of Work

Carrier will complete needed repairs to CH-2 at the Justice Center, S/N 3412Q77991. Carrier will replace the hot gas bypass valves on both circuits, the VFD on Circuit B, and the A2 and A3 compressor contactors. Carrier will also clean up the oil equalizer lines on compressor A2 to help watch for future leaks. Carrier will recover refrigerant from both circuits, replace the failed valves, leak check repairs, and pull a deep vacuum. Once all repairs are completed, Carrier will recharge both circuits with recovered refrigerant and verify proper operation.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: $8,796.00

Address	11100 Metric Blvd, Suite 400 Austin TX 78758
Phone	(804) 298-5940
Fax	(860) 353-4197
E-mail	david.m.keim@carrier.com

Contact Name	Thomas Solis
Account	WILLIAMSON COUNTY JUSTICE CENTER
Phone	(512) 943-1303

Site Address	405 Martin Luther King St Georgetown TX United States	Estimate Date	07/15/2021

Job Description Jail Chiller Repairs S/N 1510Q75168

Scope of Work

Carrier will complete needed repairs to the Carrier 30RB chiller at the jail, S/N 3412Q77991. Carrier will replace the hot gas bypass valves on both circuits and the VFD on Circuit A. Carrier will recover refrigerant from both circuits, replace the failed valves, leak check repairs, and pull a deep vacuum. Once all repairs are completed, Carrier will recharge both circuits with recovered refrigerant and verify proper operation.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: $7,942.00

Address	11100 Metric Blvd, Suite 400 Austin TX 78758
Phone	(804) 298-5940
Fax	(860) 353-4197
E-mail	david.m.keim@carrier.com

Contact Name	Thomas Solis
Account	WILLIAMSON COUNTY JUSTICE CENTER
Phone	(512) 943-1303

Site Address	405 Martin Luther King St Georgetown TX United States	Estimate Date	07/14/2021

Job Description Repairs to Ch-3 at the Jail, S/N 3016Q84496

Scope of Work

Carrier will replace the leaving water temperature sensor, both discharge pressure transducers, and the suction pressure transducer on circuit B. All work to be performed during regular hours.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: $1,480.00

Address	11100 Metric Blvd, Suite 400 Austin TX 78758
Phone	(804) 298-5940
Fax	(860) 353-4197
E-mail	david.m.keim@carrier.com

Contact Name	Thomas Solis
Account	WILLIAMSON COUNTY JUSTICE CENTER
Phone	(512) 943-1303

Site Address	405 Martin Luther King St Georgetown TX United States	Estimate Date	07/14/2021

Job Description Repairs to Ch-2 at the Jail, S/N 3016Q84495

Scope of Work

Carrier will replace the entering water temperature sensor, both discharge pressure transducers, and the suction gas thermistor on circuit B. All work to be performed during regular hours.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: $1,452.00

Address	11100 Metric Blvd, Suite #400
	Austin Texas 78758
Phone	(512) 364-6322
Fax	(860) 660-8748
E-mail	melissa.house@carrier.com

Contact Name	Thomas Solis
Account	Williamson County Faculties Department
Phone	(512) 943-1303
Site Address	911 Tracy Chambers Ln Georgetown TX, 78626

Estimate Date 07/06/2021

Job Description ESOC Chiller One Repair

Scope of Work

Repair the leak on chiller one circuit B at the hot gas bypass. Includes recovering the refrigerant, repairing the leak, recharging with recovered refrigerant, and verifying proper operation. All work to be done during regular hours.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Excludes overtime labor and refrigerant.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: $3,075.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Melissa House

Carrier Commercial Service

_____ _____

Title

_____ _____

Customer Acceptance (signature) Date Purchase Order

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us, License # TACLA59534C

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or

failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

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

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as

FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO**.

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

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

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

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:
https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

33. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at
https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/, shall apply to the rental equipment.

Commissioners Court - Regular Session **19.**

Meeting Date: 08/03/2021

Rodriguez 3412 WA1 SA1 On Call

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Rodriguez Engineering Laboratories and Williamson County dated April 21, 2020 for On Call Materials Testing and Geotechnical Engineering Services. Funding Source: 01.0200.0210.004160.

Background

This supplemental is to increase the maximum amount payable to $45,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rodriguez 3412 WA1 SA1 On Call

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/29/2021 10:17 AM
County Judge Exec Asst.	Becky Pruitt	07/29/2021 11:25 AM
Form Started By: Vicky Edwards		Started On: 07/22/2021 12:01 PM
Final Approval Date: 07/29/2021		

SUPPLEMENTAL WORK AUTHORIZATION NO. __1_
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
3412 On Call Materials Testing & Geotechnical Engineering Services

This Supplemental Work Authorization No. __1_ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 21, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rodriguez Engineering Laboratories LLC (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective June 30, 2020 (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from $20,000.00 to $45,000.00. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:	**COUNTY:**
By: 	By: _____
Signature	Signature
Jose Melendez, P.E.	_____
Printed Name	Printed Name
Laboratory Engineer	_____
Title	Title
7/22/2021	_____
Date	Date

Attachment C - Work Schedule

Rodriguez Engineering Laboratories LLC will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **20.**

Meeting Date: 08/03/2021

1911 Herbicides Renewal 2

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of Herbicides Contract #1911, renewal option period 2, for the same pricing, terms and conditions as the existing contract with Nutrien Ag Solutions, Inc. for the term September 24, 2021 – September 23, 2022. This contract is used by the Road and Bridge Department to purchases chemicals to control unwanted roadside vegetation.

Background

This is the last available extension for this Herbicides contract. The Road and Bridge Department submitted a Vendor Performance Report requesting renewal of the agreement. The department point of contact is James Williams. The funding source is in budget under Chemicals, Roadside Spraying, 01.0200.0210.003554.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1911 Herbicides - renewal 1 - fully executed

1911 Herbicides - First Addendum - fully executed

1911 Herbicides - renewal option 2 - vendor signed

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/29/2021 09:06 AM
County Judge Exec Asst.	Becky Pruitt	07/29/2021 09:49 AM
Form Started By: Dianne West		Started On: 07/28/2021 09:58 AM
Final Approval Date: 07/29/2021		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	Nutrien Ag Solutions Inc		
Vendor Address:	3005 Rocky Mountain Ave, Loveland, CO 80538		
Purpose/Intended Use of Product or Service (summary):			
Herbicides			
P.O./Contract Number:	1911	**Effective Date:**	9.24.20
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	9.23.21
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2) one year renewal option periods:**

Renewal Option Period 1	September 24, 2020 – September 23, 2021
Initial Contract Period	September 24, 2019 – September 23, 2020

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

Vendor: Nutrien Ag Solutions, Inc.

Name: Tim Smith

Title: Division Manager

Signature _____

Date 9/2/2020

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

Bill Gravell

Williamson County Judge

Signature Judge Bill Gravell Jr. Judge Bill Gravell Jr. (Sep 15, 2020 15:00 CDT)

Date Sep 15, 2020

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

FIRST ADDENDUM FOR
AGREEMENT
ON
SOLICITATION/CONTRACT #1911
FOR
HERBICIDES
BETWEEN WILLIAMSON COUNTY AND
NUTRIEN AG SOLUTIONS, INC.
(Road & Bridge Department)

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

THIS ADDENDUM TO CONTRACT #1911 is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Nutrien Ag Solutions, Inc.** (hereinafter "Vendor"), 3005 Rocky Mountain Ave, Loveland, CO 80538. The County and Vendor agree to the following additional terms to the Agreement between the parties:

I.

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

A. Original Williamson County Solicitation #1911 Herbicides, including attachment(s);
B. Vendor's Response to Solicitation #1911;
C. Renewal Period #1 Agreement (9/24/20 to 9/23/21); and
D. This Williamson County First Addendum.

II.

Price for Certain Herbicides: Due to increases in manufacturing costs, the parties agree to a price increase for Vastlan Herbicide from $75.48 per gallon / $188.70 per 2.5 gallon to a new pricing as follows:

$89.60 per gallon / $224.00 per 2.5-gallon container; and

Due to increases in manufacturing costs, the parties agree to a price increase for Opensight Herbicide from $84.00 per gallon / $105.00 per 1.25 Pound Package to a new pricing as follows:

$86.00 per gallon / $107.50 per 1.25 Pound Package.

III.

In all other respects, the Contract remains the same and is reaffirmed.

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

WILLIAMSON COUNTY:

Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (May 11, 2021 13:29 CDT)

Authorized Signature
Date: May 11, 2021, 2021

VENDOR: Nutrien Ag Solutions, Inc.

Tim Smith, Division Manager
Authorized Signature
Date: April 22, 2021

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	Nutrien Ag Solutions Inc		
Vendor Address:	3005 Rocky Mountain Ave, Loveland, CO 80538		
Purpose/Intended Use of Product or Service (summary):			
Herbicides			
P.O./Contract Number:	1911	**Effective Date:**	9.24.21
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	9.23.22
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of two (2) one year renewal option periods:**

Renewal Option Period 2	September 24, 2021 – September 23, 2022
Renewal Option Period 1	September 24, 2020 – September 23, 2021
Initial Contract Period	September 24, 2019 – September 23, 2020

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

Vendor Nutrien Ag Solutions, Inc.

Name Tim Smith

Title Region Manager

Signature _____

Date 7/13/2021

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Commissioners Court - Regular Session **21.**

Meeting Date: 08/03/2021

Authorize issuing IFB T5045 CR 404 City of Hutto 18 Inch Transmission Water Line Realignment

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise IFB T5045 and receive sealed bids for the installation and realignment of CR 404 City of Hutto 18 Inch Transmission Water Line along Future County Road and FM 973. Funding Source is P390.

Background

Installation and realignment of an18 inch City of Hutto Transmission Water Line along CR 404, Future County Road and FM 973 at an estimated cost of $5.2 million dollars. This Road Bond project will be under the supervision of HNTB. This project will be substantially complete in 25 days and final completion will be in 65 days. Point of Contact is Kate Wilder.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/29/2021 11:47 AM
County Judge Exec Asst.	Becky Pruitt	07/29/2021 11:49 AM
Form Started By: Kim Chappius		Started On: 07/27/2021 03:53 PM
Final Approval Date: 07/29/2021		

Commissioners Court - Regular Session **22.**

Meeting Date: 08/03/2021

Authorize issuing IFB T5023 CR 200 Reconstruction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB T5023 CR 200 Reconstruction. Funding Source is P285.

Background

Williamson County is seeking qualified contractors for reconstruction of the existing CR 200 from the Capital Metro Railroad Crossing to CR 201. Improvements include reconstruction of the existing roadway, grading, drainage improvements, flexible base, HMAC paving, striping, pavement markers, water line adjustments, and the reconstruction of the existing at-grade Capital Metro Railroad Crossing. Department point of contact is Whit Friend. Estimated Budget: $4.4 Million.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/29/2021 09:08 AM
County Judge Exec Asst.	Becky Pruitt	07/29/2021 09:37 AM
Form Started By: Kim Chappius		Started On: 07/26/2021 11:38 AM
Final Approval Date: 07/29/2021		

Commissioners Court - Regular Session **23.**

Meeting Date: 08/03/2021

Preliminary plat for the Taylor Ranchettes subdivision – Pct 4

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Taylor Ranchettes subdivision – Precinct 4.

Background

This proposed subdivision consists of 31 lots and no new public roads.

Timeline

2021-05-19 – initial submittal of the preliminary plat
2021-06-16 – 1st review complete with comments
2021-06-29 – 2nd submittal of preliminary plat
2021-07-14 – 2nd review complete with comments
2021-07-15 – 3rd submittal of preliminary plat
2021-07-21 – 3rd review complete with comment clear
2021-07-22 – 4th submittal of preliminary plat with minor change
2021-07-22 – 4th review complete with comments clear
2021-07-29 – preliminary plat placed on the August 3, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Taylor Ranchettes

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 11:50 AM
Form Started By: Adam Boatright		Started On: 07/29/2021 11:43 AM
Final Approval Date: 07/29/2021		

PRELIMINARY PLAT

TAYLOR RANCHETTES SUBDIVISION

A SUBDIVISION OF 88.526 ACRES, MORE OR LESS, OF LAND AREA IN THE PEDRO ZARZA SURVEY, ABSTRACT NO. 14, IN WILLIAMSON COUNTY, TEXAS.,



LOCATION MAP

NOT TO SCALE

PROPOSED PRIVATE ROAD
PVR 961 – LOTS 2&3
PVR 962 – 10,11&12
PVR 963 – 14&15
PVR 964 – 18&19
PVR 965 – 23,24 & 25

PROPERTY OWNER INFORMATION
OWNER NAME: WHITLEY 20 CR 423, LLC
CONTACT: RUSSELL SPILLERS
ADDRESS: 21400 WINDMILL RANCH AVE.
PFLUGERVILLE, TX 78660
PH. 512-815-7357
EMAIL: RUSSELLSPILLERS@GMAIL.COM

DESCRIPTION – 88.526 ACRES

A 88.526 ACRES (3,856,201 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE PEDRO ZARZA SURVEY, ABSTRACT 14, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A 140.5002 ACRE TRACT, DESCRIBED AS TRACTS 1 THRU 3, IN DEED, CONVEYED TO WHITLEY 20 CR 423, LLC IN DOCUMENT NO. 2020156725, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND WITH RED CAP AT THE SOUTHWESTERN CORNER OF SAID 140.5002 ACRE TRACT AND BEING AT THE INTERSECTION POINT OF THE EASTERN RIGHT-OF-WAY LINE OF COUNTY ROAD 419 (R.O.W. VARIES) AND THE NORTHERN RIGHT-OF-WAY LINE OF COUNTY ROAD 423 (R.O.W. VARIES), FOR THE SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WESTERN LINE OF SAID 140.5002 ACRE TRACT AND THE EASTERN RIGHT-OF-WAY LINE OF COUNTY ROAD 419, N16°50'31"E, A DISTANCE OF 1012.22 FEET TO A 5/8" IRON ROD SET WITH CAP STAMPED "ATWELL LLC", FOR THE NORTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 140.5002 ACRE TRACT, S72°26'26"E, A DISTANCE OF 3745.30 FEET TO A 5/8" IRON ROD SET WITH CAP STAMPED "ATWELL LLC", ON A EASTERN LINE OF SAID 140.5002 ACRE TRACT AND BEING ON THE WESTERN RIGHT-OF-WAY LINE OF COUNTY ROAD 423 (R.O.W. VARIES), FOR THE NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 3/8" IRON ROD FOUND ON SAID COMMON LINE BEARS N09°15'24"E A DISTANCE OF 2.25 FEET;

THENCE, WITH THE EASTERN LINE OF SAID 140.5002 ACRE TRACT AND THE WESTERN RIGHT-OF-WAY LINE OF COUNTY ROAD 423, S09°15'24"W, A DISTANCE OF 954.39 FEET TO A 5/8" IRON ROD SET WITH CAP STAMPED "ATWELL LLC", ON THE SOUTHERN LINE OF SAID 140.5002 ACRE TRACT AND THE NORTHERN RIGHT-OF-WAY LINE OF COUNTY ROAD 423 (R.O.W. VARIES), FOR THE MOST NORTHERN SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERN LINE OF SAID 140.5002 ACRE TRACT AND THE NORTHERN RIGHT-OF-WAY LINE OF COUNTY ROAD 423, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. S65°41'59"W, A DISTANCE OF 101.53 FEET TO A 1/2" IRON ROD FOUND, FOR THE MOST SOUTHERN SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;
2. N72°26'26"W, A DISTANCE OF 3794.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 88.526 ACRES OR 3,856,201 SQUARE FEET, MORE OR LESS.

- FLOOD NOTE: NO PORTION OF THE PROPERTY SHOWN HEREON LIES WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP PANEL NO. 48491C0375F DATED 12/20/2019.
- BENCHMARK: BM 1: IRON ROD WITH ATWELL CAP, ELEVATION: 560.78'
- BM 2 IRON ROD WITH ATWELL CAP ELEVATION: 544.26'
- GENERAL PRELIMINARY NOTES: THIS PLAT LIES IN EMERGENCY SERVICES DISTRICT #10.
- THIS SUBDIVISION IS IN WILLIAMSON COUNTY AND IS NOT WITHIN ANY ETJ.
- 25' BUILDING SET BACK LINES ALONG COUNTY ROAD 419 AND 423.
- RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITH COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
- WATER SERVICE IN THIS SUBDIVISION WILL BE PROVIDED BY NOACK WATER SUPPLY CORPORATION. SEWAGE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEPTIC SYSTEM.
- LOTS 2, 3, 11, 12, 14, 15, 18, 19, 23-25 MAY NOT BE FURTHER SUBDIVIDED.
- THIS PLAT WILL BE DEVELOPED AS SINGLE-FAMILY LOTS GREATER THAN 2.0 ACRES, NO DETENTION WILL BE REQUIRED PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1.3.

TAYLOR RANCHETTES DRIVEWAY TABLE

LOT NUMBER	CULVERT DIA (in)	CULVERT LENGTH (FT)	SLOPE
1	18	22	0.88%
2,3	18	44	4.90%
4	18	22	0.50%
5	18	22	2.80%
6	18	22	3.00%
7	18	22	4.50%
8	18	22	4.90%
9	18	22	2.60%
10, 11, 12	18	22	0.80%
13	18	22	0.50%
14,15	18	44	0.50%

The culvert sizes were based on the 10-yr flows and existing conditions for the properties along CR 419 and CR 423.

TAYLOR RANCHETTES DRIVEWAY TABLE

LOT NUMBER	CULVERT DIA (in)	CULVERT LENGTH (FT)	SLOPE
16	18	22	0.50%
17	18	22	0.50%
18,19	18	44	0.50%
20	18	22	0.50%
21	18	22	0.50%
22	18	22	0.50%
23,24,25	18	66	0.50%
26	18	22	0.50%
27	18	22	0.50%
28	18	22	0.50%
29	18	22	0.50%
30	18	22	0.78%
31	18	22	3.02%

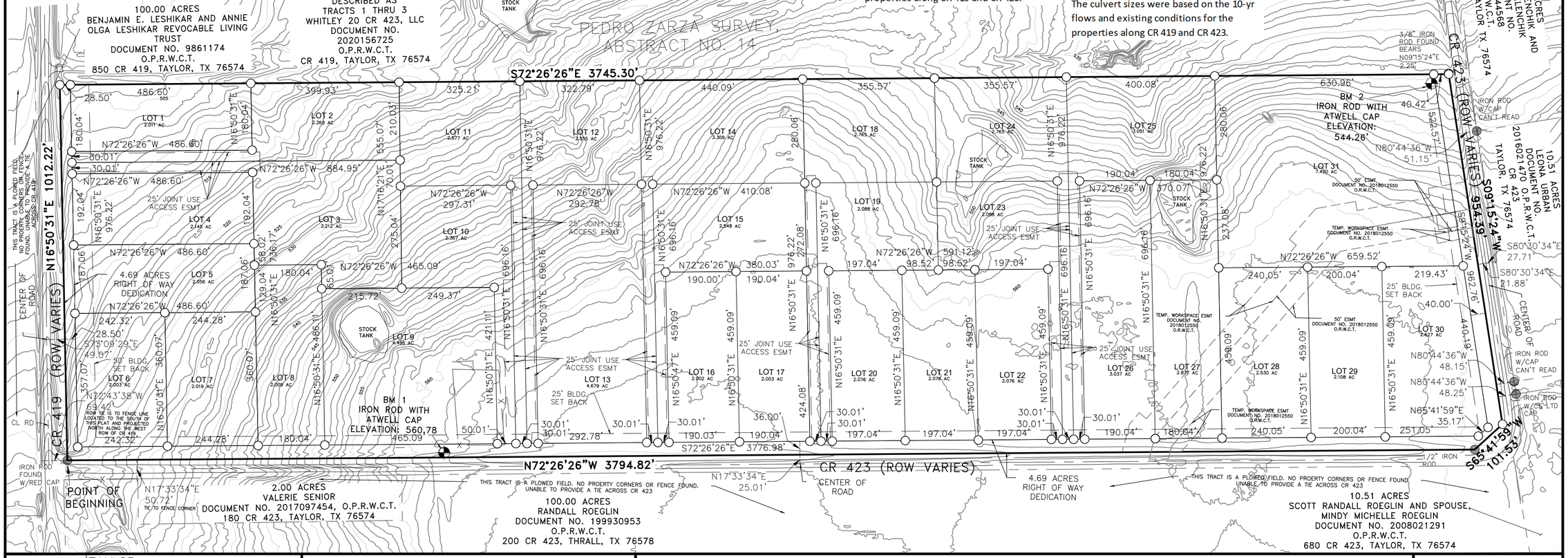
The culvert sizes were based on the 10-yr flows and existing conditions for the properties along CR 419 and CR 423.

200 0 200 400

(IN FEET)
1 inch = 200 ft.

LEGEND

- ● PROPERTY CORNER FOUND AS NOTED
- ○ IRON ROD SET WITH "ATWELL LLC" CAP UNLESS OTHERWISE NOTED
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS



PROJECT:	TAYLOR Platting
JOB NUMBER:	20004089
SURVEY DATE:	JANUARY 2021
SCALE:	1" = 100'
SURVEYOR:	ROBERT J. GERTSON, RPLS 6367
TECHNICIAN:	AY
DRAWING:	
DESCRIPTION:	
PARTYCHIEF:	
FIELDBOOKS:	

ATWELL
www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

PRELIMINARY PLAT OF TAYLOR RANCHETTES PEDRO ZARZA SURVEY ABSTRACT NO. 14 WILLIAMSON COUNTY, TEXAS

SHEET 1 OF 1

k:\20004089\dwg\survey\taylor\plat\preliminary taylor plat surf.dwg Savedate:7/22/2021 11:48 AM Plotdate:7/22/2021 11:50 AM

Commissioners Court - Regular Session **24.**

Meeting Date: 08/03/2021

Revised preliminary plat for the Saddleback at Santa Rita Ranch Phase 1 subdivision – Pct 2

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Saddleback at Santa Rita Ranch Phase 1 Subdivision – Precinct 2.

Background

This is the first revision to the preliminary plat for the Saddleback at Santa Rita Ranch Phase 1 subdivision that was previously approved on April 13, 2021. Since the last approval, the developer has requested changes to the roadway layout, lot layout and minor boundary changes. This revision consists of a decrease of 1,584 linear feet of a new public road, a decrease of 63 single-family lots and a decrease of 2 open space/water quality/drainage/landscape/utility lots. With this revision, the proposed Saddleback at Santa Rita Ranch Phase 1 subdivision consists of 568 single family lots, 3 open space/water quality/drainage/landscape/utility lots, 7 open space/landscape/utility lots and 27,347 linear feet of new public roads.

Timeline

2021-05-26 – initial submittal of the revised preliminary plat
2021-06-24 – 1st review complete with comments
2021-07-19 – 2nd submittal of revised preliminary plat
2021-07-28 – 2nd review complete with comments
2021-07-28 – 3rd submittal of revised preliminary plat
2021-07-28 – 3rd review complete with comments clear
2021-07-29 – revised preliminary plat placed on the August 3, 2021, Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Saddleback at Santa Rita Ranch Ph 1 (revision 1)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 11:55 AM

Form Started By: Adam Boatright Started On: 07/29/2021 11:47 AM
Final Approval Date: 07/29/2021

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO 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.

DRAINAGE AND FLOODPLAIN:

THE DEVELOPED 100-YR FLOODPLAIN BY ATLAS 14 SHOWN ON THE PRELIMINARY PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED DECEMBER 23, 2020. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE SEPTEMBER 26,2008 FOR WILLIAMSON COUNTY, TEXAS.

WATER AND WASTEWATER:

5. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19H/GEORGETOWN UTILITY SYSTEMS
6. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19H/CITY OF LIBERTY HILL
7. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT OF WAY:

8. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

TOTAL: 579 SF LOTS

DATE: DECEMBER 23, 2020

OWNER:
SANTA RITA INVESTMENTS, LTD.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

OWNER:
AUSTERRA STABLE GROWTH FUND, LP
10119 LAKE CREEK PARKWAY, SUITE 202
AUSTIN, TEXAS 78729

DEVELOPER:
SANTA RITA INVESTMENTS, LTD.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

TOTAL ACREAGE: 174.244 ACRES
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417

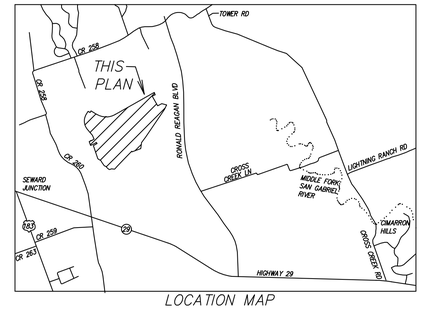
0 300' 600'

SCALE: 1" = 200'

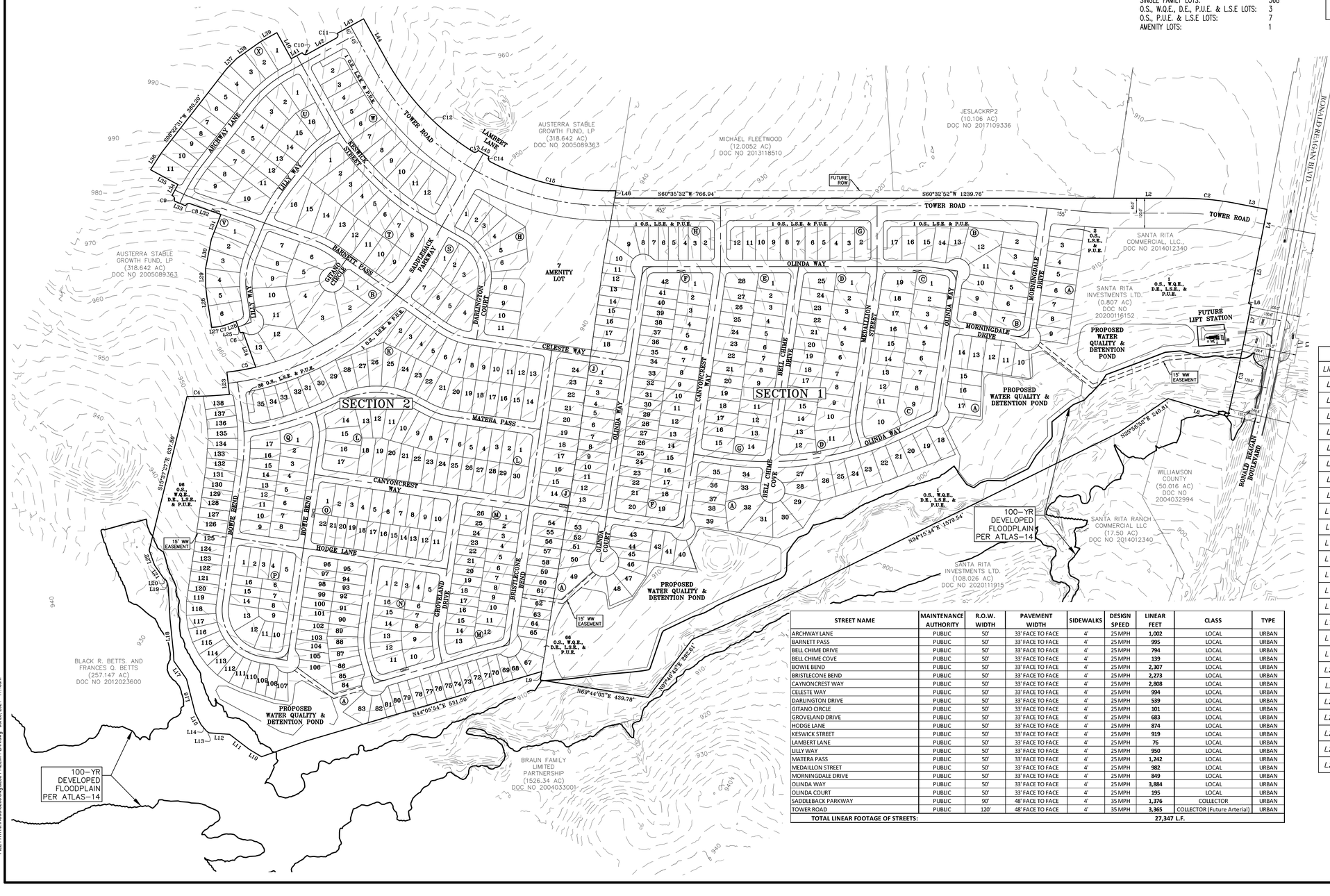
LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

TOTAL OF LOTS	579
SINGLE FAMILY LOTS:	568
O.S., W.Q.E., D.E., P.U.E. & L.S.E LOTS:	3
O.S., P.U.E. & L.S.E LOTS:	7
AMENITY LOTS:	1



LOCATION MAP



Curve Table					
Curve #	Radius	Tangent	Delta	Chord	Arc Length
C2	1110.00'	105.99'	010°54'33"	211.03'	211.35'
C3	8400.00'	168.53'	002°17'55"	336.99'	337.01'
C4	1628.11'	85.51'	006°00'46"	170.78'	170.86'
C5	1015.00'	59.13'	006°40'03"	118.05'	118.12'
C6	25.00'	6.03'	027°07'18"	11.72'	11.83'
C7	153.42'	21.13'	015°40'50"	41.86'	41.99'
C8	15.00'	14.49'	088°00'34"	20.84'	23.04'
C9	15.24'	18.06'	099°39'19"	23.30'	26.52'
C10	15.00'	15.00'	090°00'00"	21.21'	23.56'
C11	15.00'	15.00'	090°00'00"	21.21'	23.56'
C12	1020.00'	262.13'	028°49'32"	507.77'	513.16'
C13	15.00'	15.65'	092°25'20"	21.66'	24.20'
C14	15.00'	15.81'	092°59'08"	21.76'	24.35'
C15	1020.00'	251.32'	027°40'59"	488.04'	492.82'

LINE TABLE		
LINE	BEARING	LENGTH
L2	S60°35'39.14"W	281.48
L3	S71°30'13.62"W	128.62
L4	N18°29'47.20"W	121.50
L5	N18°29'46.38"W	265.12
L6	S71°28'58.79"W	10.03
L7	N18°30'45.19"W	124.68
L8	N77°12'59.65"E	250.46
L9	S20°15'57.39"E	34.59
L10	S88°33'39.85"E	56.67
L11	S82°07'42.29"E	100.69
L12	N64°42'42.71"E	82.79
L13	S83°26'54.09"E	13.21
L14	S69°40'35.09"E	33.73
L15	S56°27'14.19"E	51.09
L16	S43°43'19.85"E	141.67
L17	S64°31'04.23"E	88.32
L18	S35°17'25.14"E	136.30
L19	S44°11'59.14"E	30.26
L20	S79°36'22.64"E	14.13
L21	S64°03'32.19"E	65.25
L22	S49°22'37.81"E	63.48
L23	S35°58'23.60"E	90.00
L24	S49°27'11.87"E	148.54
L25	S49°27'11.87"E	50.00
L26	N40°32'48.13"E	44.65

LINE TABLE		
LINE	BEARING	LENGTH
L27	N56°03'58.74"E	14.80
L28	S38°42'10.65"E	31.62
L29	S29°41'43.50"E	71.51
L30	S18°14'00.64"E	119.26
L31	S08°23'10.83"E	107.20
L32	N79°50'20.84"E	130.52
L33	N83°36'00.72"E	50.00
L34	S00°59'34.84"E	50.12
L35	N88°57'09.13"E	125.23
L36	S03°12'36.62"W	80.30
L37	S14°48'09.60"W	58.27
L38	S25°17'17.52"W	74.43
L39	S31°37'06.38"W	75.57
L40	N58°22'53.62"W	120.00
L41	S31°37'06.38"W	50.00
L42	S31°37'06.38"W	132.40
L43	S31°37'06.38"W	120.00
L44	N58°22'53.62"W	189.23
L45	N89°39'15.75"W	50.00
L46	N20°31'20.36"W	29.77

STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASS	TYPE
ARCHWAY LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,002	LOCAL	URBAN
BARNETT PASS	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	995	LOCAL	URBAN
BELL CHIME DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	794	LOCAL	URBAN
BELL CHIME COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	139	LOCAL	URBAN
BOWIE BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	2,307	LOCAL	URBAN
BRISTLECONE BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	2,273	LOCAL	URBAN
CAYNONCREST WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	2,808	LOCAL	URBAN
CELESTE WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	994	LOCAL	URBAN
DARLINGTON DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	539	LOCAL	URBAN
GITANO CIRCLE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	101	LOCAL	URBAN
GROVELAND DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	683	LOCAL	URBAN
HODGE LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	874	LOCAL	URBAN
KESWICK STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	919	LOCAL	URBAN
LAMBERT LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	76	LOCAL	URBAN
LILLY WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	950	LOCAL	URBAN
MATERA PASS	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,242	LOCAL	URBAN
MEDAILLON STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	982	LOCAL	URBAN
MORNINGDALE DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	849	LOCAL	URBAN
OLINDA WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	3,884	LOCAL	URBAN
OLINDA COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	195	LOCAL	URBAN
SADDLEBACK PARKWAY	PUBLIC	90'	48' FACE TO FACE	4'	35 MPH	1,376	COLLECTOR	URBAN
TOWER ROAD	PUBLIC	120'	48' FACE TO FACE	4'	35 MPH	3,365	COLLECTOR (Future Arterial)	URBAN
TOTAL LINEAR FOOTAGE OF STREETS:						27,347 L.F.		

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr. Austin, Texas 78749
North Office: 12129 RR 620 N. Suite 600 Austin, Texas 78750
Phone No. (512) 280-5160 Fax No. (512) 280-5165

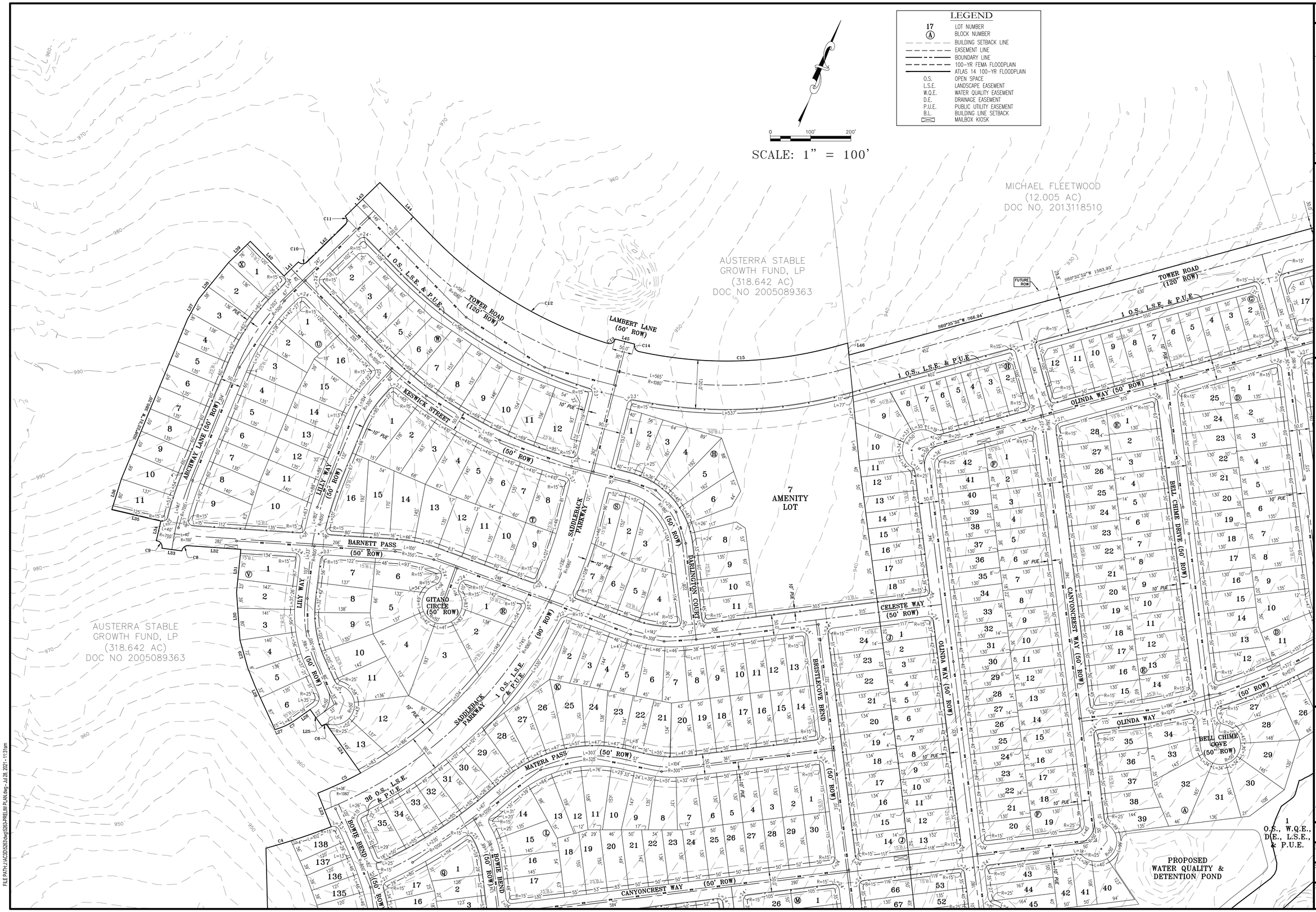
DESIGNED BY: SPC
DRAFTED BY: MB
DATE
REVISION

SHEET NAME: OVERALL PRELIMINARY PLAT
JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 1
PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
7-28-2021

DATE: NOV 2020
JOB NUMBER: 5263
SHEET: 1 OF 4
SHEET NO.: 1

FILE PATH: J:\ACAD\5263\dwg\5263-PRELIM PLAN.dwg - Jul 28, 2021 - 11:45am



FILE PATH: J:\ACSD\5263\dwg\5263-PRELIM PLAN.dwg - Jul 28, 2021 - 11:31am

DESIGNED BY:	DRAFTED BY:
SPC	MB

DATE	REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr. Austin, Texas 78749 Phone No. (512) 280-5160
North Office: 12129 RR 620 N. #300, Austin, Texas 78750 Fax No. (512) 280-5165

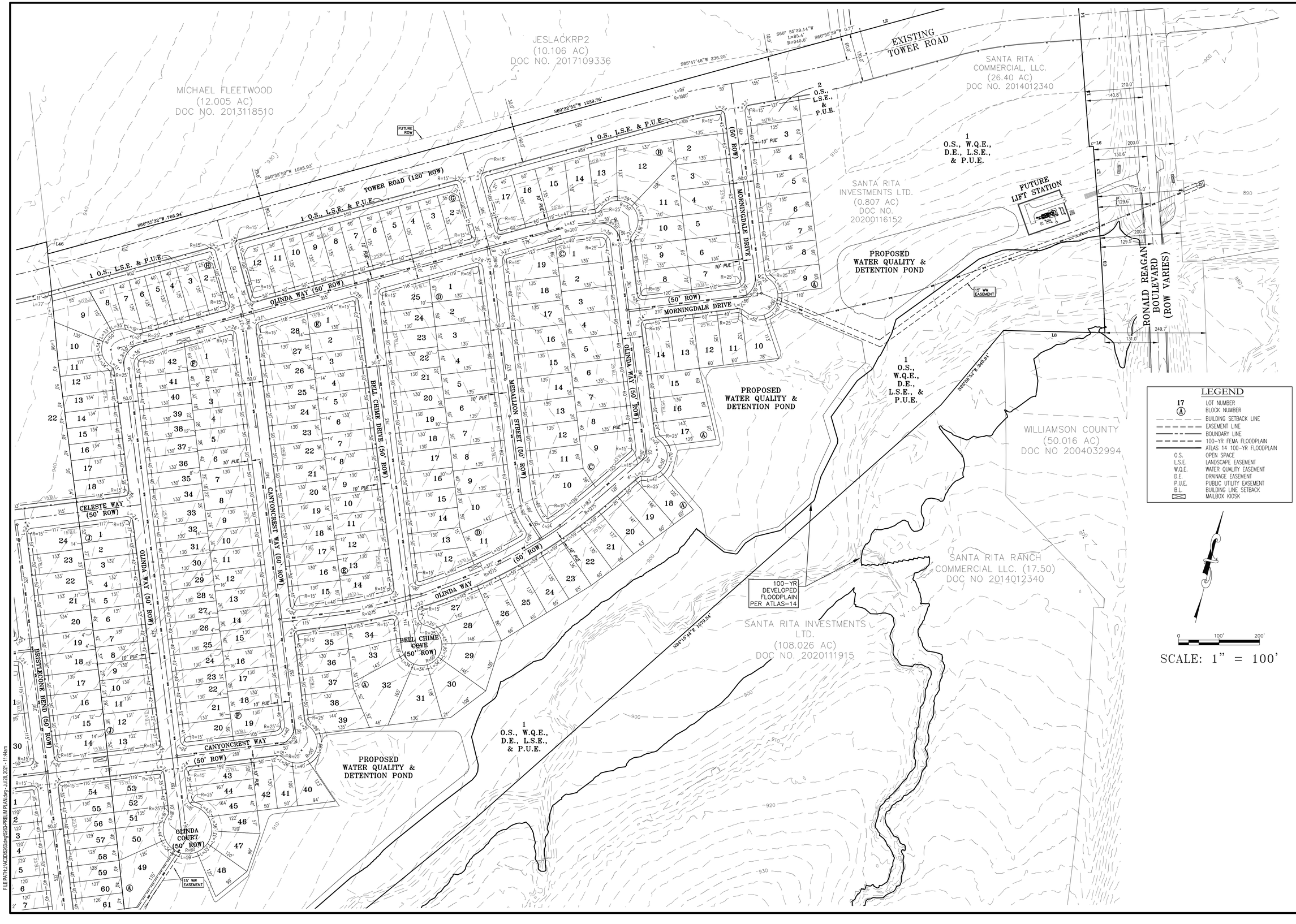
SHEET NAME: PRELIMINARY PLAT 100 SCALE (1 OF 3)

JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 1

PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. CATES
93648
PROFESSIONAL LICENSED ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
7-28-2021

DATE	NOV 2020
JOB NUMBER	5263
SHEET	2 OF 4
SHEET NO.	2



LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

0 100' 200'

SCALE: 1" = 100'

FILE PATH:J:\ACAD\5263\dwg\5263-PRELIM PLAN.dwg - Jul 28, 2021 - 11:44am

DESIGNED BY: SPC | DRAFTED BY: MB

DATE	REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr. Austin, Texas 78749
North Office: 12129 RR 620 N. #300, Austin, Texas 78750
Phone No. (512) 280-5160 Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 100 SCALE (2 OF 3)

JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 1

PROJECT: PRELIMINARY PLAT

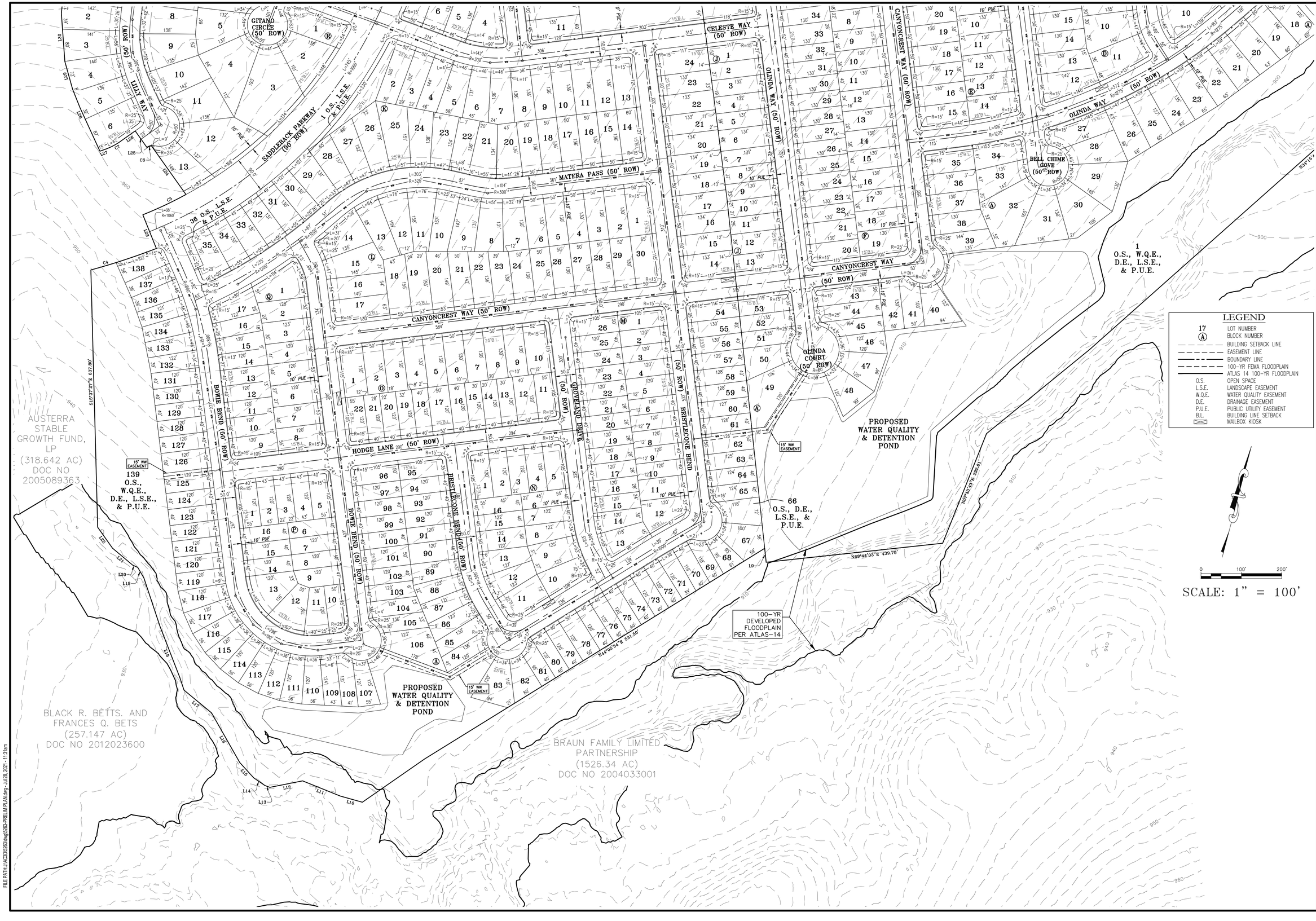
STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
7-28-2021

DATE: NOV 2020

JOB NUMBER: 5263

SHEET: 3 OF 4

SHEET NO.: 3



DESIGNED BY: SPC | DRAFTED BY: MB

REVISION	DATE

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
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Main Office: 5501 West William Cannon Dr. Austin, Texas 78749 Phone No. (512) 280-5160
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SHEET NAME: PRELIMINARY PLAT 100 SCALE (3 OF 3)

JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 1

PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. CATES
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7-28-2021

DATE: NOV 2020

JOB NUMBER: 5263

SHEET: 4 OF 4

SHEET NO.: 4

FILE PATH: J:\ACD\5263\dwg\5263-PRELIM PLAN.dwg - Jul 28, 2021 - 11:31am

Commissioners Court - Regular Session **25.**

Meeting Date: 08/03/2021

Revised preliminary plat for the Cool Water 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 revised preliminary plat for the Cool Water subdivision – Precinct 3.

Background

This is the second revision to the preliminary plat of the Cool Water subdivision that was last approved on March 16, 2021. Since the last approval, the developer has requested changes to the roadway and lot layout within the development. This revision consists of a decrease of 179 linear feet of new public roads, an increase of 2.1 acres of open space and a decrease of 12 single family lots. With this revision, the proposed Cool Water subdivision consists of 1,545 single family lots, 5 drainage/open space lots, 2 open space lot, 5 right-of-way reserves, 16 landscape lots and 46,654 linear feet of new public roads.

Timeline

2021-06-11 – initial submittal of the revised preliminary plat
2021-06-17 – 1st review complete with comments
2021-07-01 – 2nd submittal of revised preliminary plat
2021-07-29 – revised preliminary plat placed on the August 3, 2021 Commissioners Court agenda for consideration

Fiscal Impact

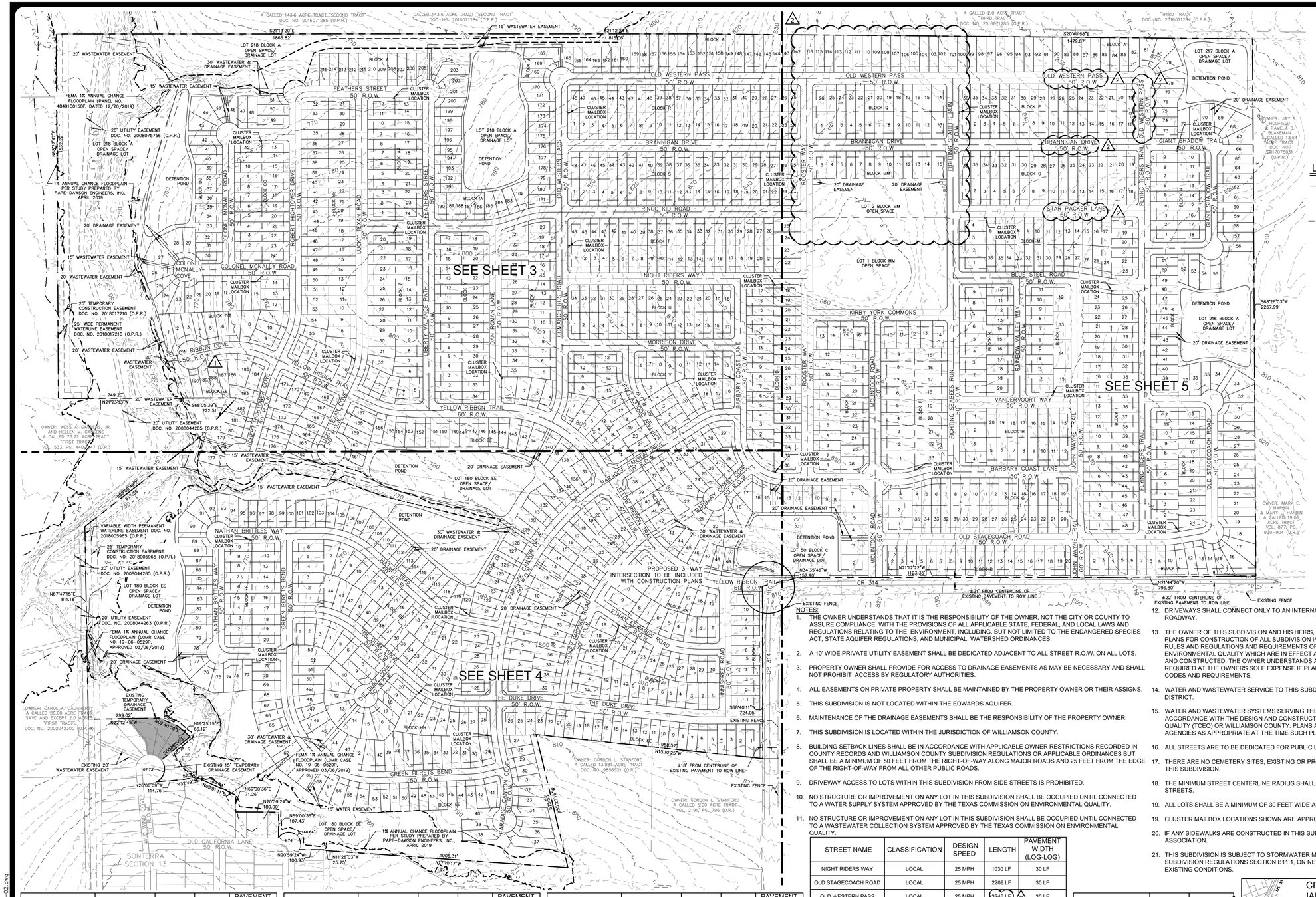
From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Cool Water (revision 2)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 12:00 PM
Form Started By: Adam Boatright		Started On: 07/29/2021 11:53 AM
Final Approval Date: 07/29/2021		



NOTES:

1. 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 WATERSHED ORDINANCES.
2. A 10' WIDE PRIVATE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
3. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
4. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
5. THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARDS AQUIFER.
6. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
7. THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
8. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS AND WILLIAMSON COUNTY SUBDIVISION REGULATIONS OR APPLICABLE ORDINANCES BUT SHALL BE A MINIMUM OF 50 FEET FROM THE RIGHT-OF-WAY ALONG MAJOR ROADS AND 25 FEET FROM THE EDGE OF THE RIGHT-OF-WAY FROM ALL OTHER PUBLIC ROADS.
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. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 314 OR FUTURE ARTERIAL ROADWAY.
13. 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.
14. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.
15. 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.
16. ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
17. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
18. THE MINIMUM STREET CENTERLINE RADIUS SHALL BE 180 FEET FOR LOCAL STREETS AND 450 FEET FOR COLLECTOR STREETS.
19. ALL LOTS SHALL BE A MINIMUM OF 30 FEET WIDE AS MEASURED 25 FEET FROM THE FRONT PROPERTY LINE.
19. CLUSTER MAILBOX LOCATIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO CHANGE.
20. IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
21. THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	PAVEMENT WIDTH (LOG-LOG)
YELLOW RIBBON TRAIL	MAJOR COLLECTOR	35 MPH	835 LF	45 LF
THE DUKE DRIVE	COLLECTOR	35 MPH	840 LF	37 LF
JOHN WAYNE TRAIL	COLLECTOR	35 MPH	161 LF	37 LF
MCLINTOCK ROAD	COLLECTOR	35 MPH	414 LF	37 LF
YELLOW RIBBON TRAIL	COLLECTOR	35 MPH	875 LF	37 LF
BARBARY COAST LANE	LOCAL	25 MPH	2186 LF	30 LF
BARBARY COAST CLOSE	LOCAL	25 MPH	210 LF	30 LF
BLUE STEEL ROAD	LOCAL	25 MPH	807 LF	30 LF
BRANNIGAN DRIVE	LOCAL	25 MPH	2499 LF (2)	30 LF
CAPTAIN DOOLEY LANE	LOCAL	25 MPH	459 LF	30 LF
COLONEL MCNALLY COVE	LOCAL	25 MPH	184 LF	30 LF

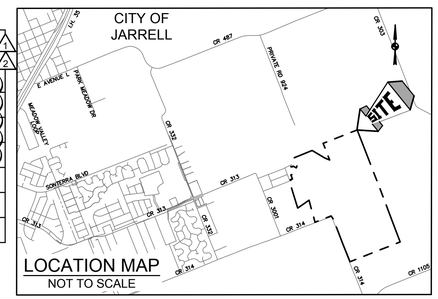
STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	PAVEMENT WIDTH (LOG-LOG)
COLONEL MCNALLY ROAD	LOCAL	25 MPH	1108 LF	30 LF
COMANCHEROS ROAD	LOCAL	25 MPH	890 LF	30 LF
DAN ROMAN LANE	LOCAL	25 MPH	779 LF	30 LF
THE DUKE COVE	LOCAL	25 MPH	190 LF	30 LF
THE DUKE DRIVE	LOCAL	25 MPH	1287 LF	30 LF
ETHAN EDWARDS ROAD	LOCAL	25 MPH	601 LF	30 LF
FEATHERS STREET	LOCAL	25 MPH	1260 LF	30 LF
FIGHTING SEABEES RUN	LOCAL	25 MPH	1656 LF	30 LF
FLYING TIGERS TRAIL	LOCAL	25 MPH	1659 LF	30 LF
FORT APACHE DRIVE	LOCAL	25 MPH	805 LF (2)	30 LF
GIANT SHADOW TRAIL	LOCAL	25 MPH	453 LF	30 LF

STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	PAVEMENT WIDTH (LOG-LOG)
GREEN BERETS BEND	LOCAL	25 MPH	1781 LF	30 LF
HATARI TRAIL	LOCAL	25 MPH	1033 LF	30 LF
INNISFREE ROAD	LOCAL	25 MPH	561 LF	30 LF
JOHN WAYNE TRAIL	LOCAL	25 MPH	1096 LF	30 LF
KIRBY YORK COMMONS	LOCAL	25 MPH	614 LF	30 LF
LIBERTY VALANCE PATH	LOCAL	25 MPH	775 LF	30 LF (1)
LUCKY TEXAN COVE	LOCAL	25 MPH	286 LF	30 LF
LUCKY TEXAN ROAD	LOCAL	25 MPH	1275 LF	30 LF
MCLINTOCK ROAD	LOCAL	25 MPH	690 LF	37 LF
MORRISON DRIVE	LOCAL	25 MPH	750 LF	30 LF
NATHAN BRITTLES WAY	LOCAL	25 MPH	1030 LF	30 LF

STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	PAVEMENT WIDTH (LOG-LOG)
NIGHT RIDERS WAY	LOCAL	25 MPH	1030 LF	30 LF
OLD STAGECOACH ROAD	LOCAL	25 MPH	2209 LF	30 LF
OLD WESTERN PASS	LOCAL	25 MPH	3246 LF (2)	30 LF
PARADISE CANYON COVE	LOCAL	25 MPH	225 LF	30 LF
PARADISE CANYON DRIVE	LOCAL	25 MPH	2005 LF	30 LF
RAINBOW VALLEY WAY	LOCAL	25 MPH	522 LF	30 LF
RINGO KID ROAD	LOCAL	25 MPH	1678 LF (2)	30 LF
ROBERT HIGHTOWER DRIVE	LOCAL	25 MPH	964 LF	30 LF (1)
ROBERT HIGHTOWER COVE	LOCAL	25 MPH	472 LF	30 LF
ROOSTER WAY	LOCAL	25 MPH	1685 LF (2)	30 LF
STAR PACKER LANE	LOCAL	25 MPH	805 LF	30 LF
STONEY BROOK ROAD	LOCAL	25 MPH	793 LF	30 LF
VANDERVOORT WAY	LOCAL	25 MPH	520 LF	30 LF
YELLOW RIBBON COVE	LOCAL	25 MPH	379 LF	30 LF
YELLOW RIBBON TRAIL	LOCAL	25 MPH	677 LF	30 LF

LAND USE SUMMARY	LOTS	ACRES (1) (2)
SINGLE FAMILY LOTS	1545 LOTS	190.89 AC
RIGHT-OF-WAY	-	55.88 AC
DRAINAGE/OPEN SPACE	5 LOTS	62.06 AC
OPEN SPACE	2 LOTS	7.12 AC
LANDSCAPE	16 LOTS	0.41AC
ROW RESERVE	5 LOTS	0.51 AC
TOTAL	-	316.87 AC

NOTE: ALL STREETS ARE CLASSIFIED AS PUBLIC AND URBAN.



NO.	REVISION	DATE
1	ADDED ROBERT HIGHTOWER COVE, UPDATED WW ESMT	01/06/21
2	EXPANDED OPEN SPACE LOT; UPDATED LAYOUT AND STREET NAMES	06/10/2021

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PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

COOL WATER
WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAT OVERALL
SHEET 1 OF 4

LEGAL DESCRIPTION:
316.87 ACRES OUT OF THE
G. SCHNEIDER SURVEY, ABSTRACT #580,
THE WILLIAM BRYAN SURVEY, SECTION #13,
ABSTRACT #108, AND THE WILLIAM ADAMS
SURVEY, SECTION #18, ABSTRACT #34
WILLIAMSON COUNTY, TEXAS

OWNER / SUBDIVIDER:
RVEST LP/ COOL WATER PARTNERS, LP
3939 BEE CAVE RD.
BUILDING C-100
AUSTIN, TEXAS 78746
PHONE: (512) 368-4000
EMAIL: ATBILGER@ICLOUD.COM

ENGINEER:
PAPE-DAWSON ENGINEERS, INC.
10801 N. MOPAC EXPY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759
PHONE: (512) 454-8711
FAX: (512) 459-8867
EMAIL: MFISHER@PAPE-DAWSON.COM

SURVEYOR:
PAPE-DAWSON ENGINEERS, INC.
10801 N. MOPAC EXPY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759
PHONE (512) 454-8711

CITY NO. _____
JOB NO. 51006-02
DATE APR 2019
DESIGNER EV,SW
CHECKED JF DRAWN EV,SW
SHEET 1 OF 4

Date: Jun 18, 2021, 7:14pm User ID: EGold
File: H:\Projects\510\DB\02\212 Preliminary\Civil\PS51006-02.dwg

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MATCHLINE - SEE SHEET 3

MATCHLINE - SEE SHEET 2

NO.	REVISION	DATE
1	SHEET NUMBERS UPDATED	01/08/21
2	EXPANDED OPEN SPACE LOT	06/10/2021
	UPDATED LAYOUT AND STREET NAMES	

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PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

COOL WATER

WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAT

SHEET 4 OF 4

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C34	50.00'	090°00'00"	N23°40'11"E	70.71'	78.54'
C35	50.00'	090°00'00"	S23°40'11"W	70.71'	78.54'
C36	50.00'	090°00'00"	N66°19'49"W	70.71'	78.54'
C37	300.00'	009°35'31"	N16°32'04"W	50.16'	50.22'
C38	300.00'	009°35'31"	N16°32'04"W	50.16'	50.22'
C39	50.00'	090°00'00"	S23°40'11"W	70.71'	78.54'
C40	50.00'	080°17'38"	N71°11'00"W	64.47'	70.07'
C41	300.00'	009°49'50"	N26°07'16"W	51.41'	51.47'
C42	180.00'	016°02'41"	S29°21'09"E	50.24'	50.41'
C43	180.00'	016°10'08"	N29°17'26"W	50.63'	50.80'

SCALE: 1"= 100'

0' 100' 200' 300'

LEGEND

FEMA FLOODPLAIN ZONE "A" DEFINED AS: AREAS SUBJECT TO THE 1% ANNUAL CHANCE FLOOD EVENT (PANEL NO. 48491C0150F, DATED 12/20/2019 & LOMR CASE NO. 19-06-0529P, APPROVED 03/06/2019)

1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., APRIL 2019

CITY NO. ____

JOB NO. 51006-02

DATE APR 2019

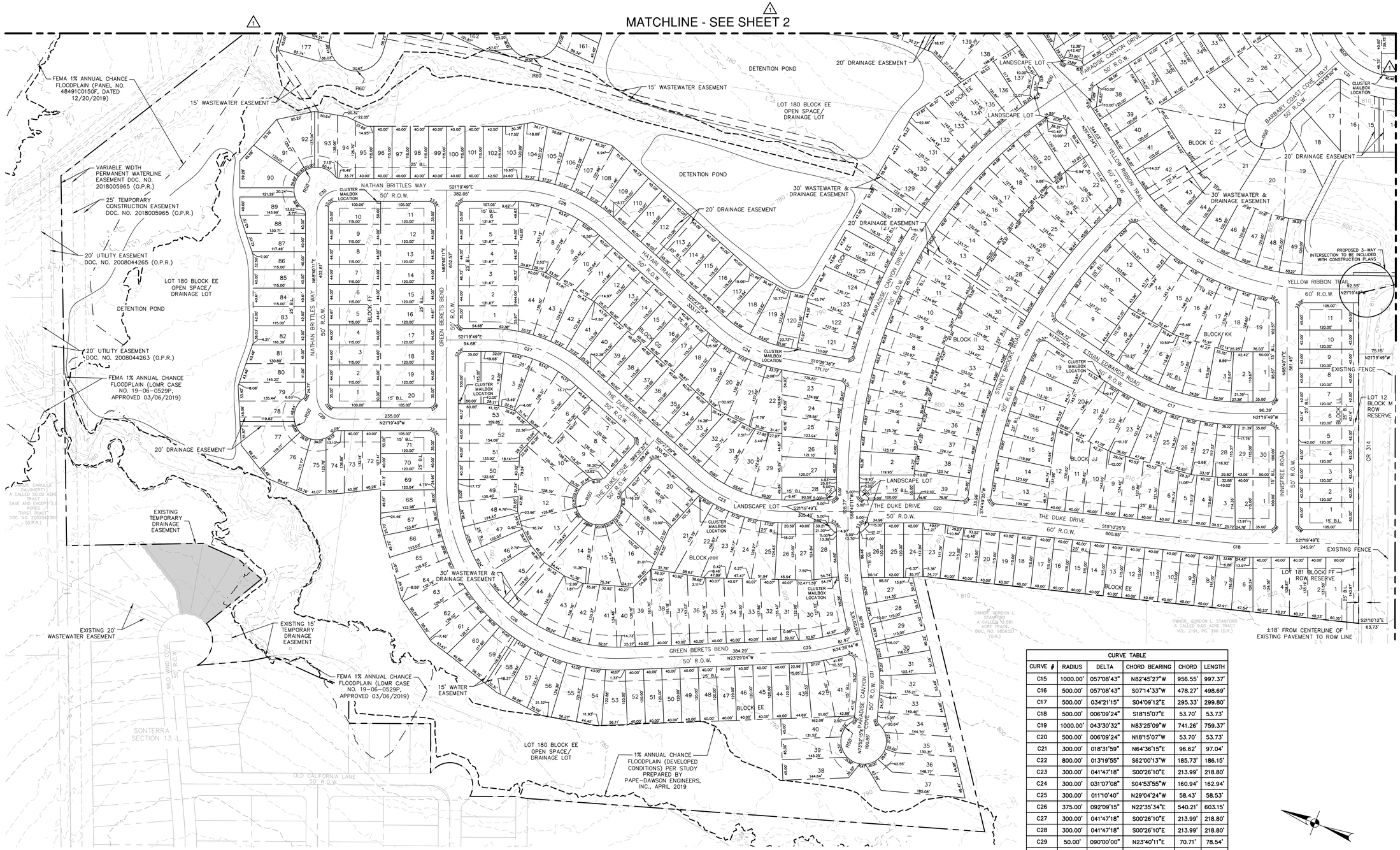
DESIGNER EV,SW

CHECKED JF DRAWN EV,SW

SHEET 4 OF 4

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CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C15	1000.00'	057°08'43"	N82°45'27"W	956.55'	997.37'
C16	500.00'	057°08'43"	S07°14'33"W	478.27'	498.69'
C17	500.00'	034°21'15"	S04°09'12"E	295.33'	299.80'
C18	500.00'	006°09'24"	S18°15'07"E	53.70'	53.73'
C19	1000.00'	043°30'32"	N83°25'09"W	741.26'	759.37'
C20	500.00'	006°09'24"	N18°15'07"W	53.70'	53.73'
C21	300.00'	018°31'59"	N64°36'15"E	96.62'	97.04'
C22	800.00'	013°19'55"	S62°00'13"W	185.73'	186.15'
C23	300.00'	041°47'18"	S00°26'10"E	213.99'	218.80'
C24	300.00'	031°07'08"	S04°53'55"W	160.94'	162.94'
C25	300.00'	011°10'40"	N29°04'24"W	58.43'	58.53'
C26	375.00'	092°09'15"	N22°35'34"E	540.21'	603.15'
C27	300.00'	041°47'18"	S00°26'10"E	213.99'	218.80'
C28	300.00'	041°47'18"	S00°26'10"E	213.99'	218.80'
C29	50.00'	090°00'00"	N23°40'11"E	70.71'	78.54'
C30	50.00'	090°00'00"	S66°19'49"E	70.71'	78.54'
C31	180.00'	090°00'00"	S23°40'11"W	254.56'	282.74'

SCALE: 1"= 100'

0' 100' 200' 300'

LEGEND

FEMA FLOODPLAIN ZONE "A" DEFINED AS: AREAS SUBJECT TO THE 1% ANNUAL CHANCE FLOOD EVENT (PANEL NO. 48491C0150F, DATED 12/20/2019 & LOMR CASE NO. 19-06-0529P, APPROVED 03/06/2019)

1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., APRIL 2019

NO.	REVISION	DATE
1	ADDED ROBERT HIGHTOWER COVE, UPDATED WW ESMT	01/26/21

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PAPE-DAWSON ENGINEERS
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10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

COOL WATER
WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAT
SHEET 3 OF 4

CITY NO. ____
JOB NO. 51006-02
DATE APR 2019
DESIGNER EV,SW
CHECKED JF DRAWN EV,SW
SHEET 3 OF 4

Date: Jan 18, 2021, 7:16pm User ID: EGold
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CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	50.00'	090°00'00"	S66°19'49"E	70.71'	78.54'
C2	50.00'	090°00'00"	S66°19'49"E	70.71'	78.54'
C3	50.00'	090°00'00"	S23°40'11"W	70.71'	78.54'
C4	300.00'	018°29'28"	S30°34'33"E	96.40'	96.82'
C5	300.00'	018°29'28"	S30°34'33"E	96.40'	96.82'
C6	50.00'	090°00'00"	N66°19'49"W	70.71'	78.54'
C7	350.00'	037°51'39"	N15°23'30"W	227.09'	231.28'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C8	300.00'	024°52'09"	N81°06'16"E	129.19'	130.21'
C9	300.00'	025°07'16"	N81°13'49"E	130.48'	131.53'
C10	300.00'	024°52'09"	S08°53'44"E	129.19'	130.21'
C11	470.00'	057°08'43"	N07°14'33"E	449.58'	468.77'
C12	200.00'	025°53'49"	N81°37'05"E	89.63'	90.40'
C13	200.00'	032°51'17"	S52°14'33"W	113.12'	114.68'
C14	180.00'	032°51'17"	N37°45'27"W	101.81'	103.22'
C44	300.00'	009°02'13"	S89°01'13"W	47.27'	47.32'

SCALE: 1"= 100'

0' 100' 200' 300'

LEGEND

- FEMA FLOODPLAIN ZONE "A" DEFINED AS: AREAS SUBJECT TO THE 1% ANNUAL CHANCE FLOOD EVENT (PANEL NO. 48491C0150F, DATED 12/20/2019 & LOMR CASE NO. 19-06-0529P, APPROVED 03/06/2019)
- 1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., APRIL 2019

NO.	REVISION	DATE
1	ADDED ROBERT HIGHTOWER, COVE, UPDATED WW ESMT	01/06/21
2	UPDATED STREET CENTERLINE LABELS	06/10/2021

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PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

COOL WATER
WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAT
SHEET 2 OF 4

CITY NO. ____
JOB NO. 51006-02
DATE APR 2019
DESIGNER EV,SW
CHECKED JF DRAWN EV,SW
SHEET 2 OF 4

Date: Jun 18, 2021, 7:15am User ID: EGold
File: H:\Projects\51006\02\212 Preliminary\Civil\PP51006-02.dwg
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Commissioners Court - Regular Session **27.**

Meeting Date: 08/03/2021

City of Austin

Submitted For: Bill Gravell **Submitted By:** Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on requesting the Williamson County Attorney to file a lawsuit to enjoin and restrain the City of Austin pursuant to Chapter 203 of the Texas Property Code in relation to the City of Austin's purchase of the property located at 10811 Pecan Park Boulevard, Building 2, Austin, Texas for purposes of operating and using such property in Williamson County for temporary or permanent housing of individuals in Williamson County, as well as seek any other relief available at law or in equity.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	07/27/2021 12:43 PM
Form Started By: Becky Pruitt		Started On: 07/27/2021 08:54 AM
Final Approval Date: 07/27/2021		

Commissioners Court - Regular Session **28.**

Meeting Date: 08/03/2021

Appoint 2 Board Representatives to WCCHD

Submitted For: Bill Gravell **Submitted By:** Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to appoint 2 Representatives to the Williamson County Board of Health at the Williamson County & Cities Health Department (WCCHD).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	07/27/2021 12:42 PM
Form Started By: Becky Pruitt		Started On: 07/26/2021 10:06 AM
Final Approval Date: 07/27/2021		

Commissioners Court - Regular Session **29.**

Meeting Date: 08/03/2021

Limited Tax Notes Series 2021

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consideration and action with Respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Notes, Series 2021; Authorizing the Levy of an Ad Valorem Tax in Support of the Notes; Approving an Official Statement and a Paying Agent/Registrar Agreement, Awarding the Sale of the Notes; and Authorizing Other Matters Related to the Issuance of the Notes."

Background

The Limited Tax Notes will be finalized Tuesday morning after the bids have been received by Specialized Public Finance and final documents will be forwarded and brought to court on Tuesday morning. The Par amount of the bond sale is $200 million.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Limited Tax Notes Series 2021

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/28/2021 09:47 AM
Form Started By: Julie Kiley		Started On: 07/28/2021 08:43 AM
Final Approval Date: 07/28/2021		

ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS LIMITED TAX NOTES, SERIES 2021; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF THE NOTES; APPROVING AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AWARDING THE SALE OF THE NOTES; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE NOTES

Adopted August 3, 2021

ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS LIMITED TAX NOTES, SERIES 2021; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF THE NOTES; APPROVING AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AWARDING THE SALE OF THE NOTES; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE NOTES

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ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS LIMITED TAX NOTES, SERIES 2021; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF THE NOTES; APPROVING AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AWARDING THE SALE OF THE NOTES; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE NOTES

THE STATE OF TEXAS '
'
COUNTY OF WILLIAMSON '

WHEREAS, the Commissioners Court of the County, based on the recommendation of the County Auditor, deems it advisable and in the best interest of the County that the Notes be issued; and

WHEREAS, the Notes hereinafter authorized and designated are to be issued and delivered pursuant to Chapter 1431, Texas Government Code, as amended; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Order was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE NOTES. Recitals and Purpose. The recitals set forth in the preamble hereof are incorporated by reference herein and shall have the same force and effect as if set forth in this Section. The Notes of Williamson County, Texas (the "County") are hereby authorized to be issued and delivered in the aggregate principal amount of $200,000,000* (the "Notes") for the purpose of: (1) paying contractual obligations incurred or to be incurred for the construction of public works and the purchasing of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the County's authorized needs and purposes, and (2) paying professional services in connection with issuing the Notes.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF NOTES. Each Note issued pursuant to this Order shall be designated: "WILLIAMSON COUNTY, TEXAS LIMITED TAX NOTE, SERIES 2021", and initially there shall be issued, sold, and delivered hereunder fully registered Notes, without interest coupons, dated August 25, 2021 in the respective denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward (except the initial Note delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said Notes or any portion or portions thereof (in each case, the "Registered Owner"), and said Notes shall

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* Subject to change.

mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

YEAR	AMOUNT	YEAR	AMOUNT
2022		2026	
2023		2027	
2024		2028	
2025			

The term "Notes" as used in this Order shall mean and include collectively the Notes initially issued and delivered pursuant to this Order and all substitute Notes exchanged therefor, as well as all other substitute Notes and replacement Notes issued pursuant hereto, and the term "Note" shall mean any of the Notes.

Section 3. INTEREST. The Notes scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF NOTE set forth in this Order to their respective dates of maturity or redemption prior to maturity at the following rates per annum:

YEAR	RATE	YEAR	RATE
2022		2026	
2023		2027	
2024		2028	
2025			

Interest shall be payable in the manner provided and, on the dates, stated in the FORM OF NOTE set forth in this Order.

Section 4. CHARACTERISTICS OF THE NOTES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The County shall keep or cause to be kept at BOKF, NA, (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Notes (the "Registration Books"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Note to which payments with respect to the Notes shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The County shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their

inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The County shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Note or Notes. Registration of assignments, transfers, conversions and exchanges of Notes shall be made in the manner provided and with the effect stated in the FORM OF NOTE set forth in this Order. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

Except as provided in Section 4(c) of this Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel all paid Notes and Notes surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the County or any other body or person so as to accomplish the foregoing conversion and exchange of any Note or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Notes in the manner prescribed herein and said Notes shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Notes as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the converted and exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Notes which initially were issued and delivered pursuant to this Order, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Notes and Interest. The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Notes, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Notes, and of all conversions and exchanges of Notes, and all replacements of Notes, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Notes (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Notes to be payable only to the Registered Owners thereof, (ii) may be converted and exchanged for other Notes, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Notes shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to the Notes, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Order. The Notes initially issued and delivered pursuant to this Order are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in conversion of and exchange for any Note or Notes issued under this Order

the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION NOTE, in the form set forth in the FORM OF NOTE.

(d) Substitute Paying Agent/Registrar. The County covenants with the Registered Owners of the Notes that at all times while the Notes are outstanding the County will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Notes under this Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Notes, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Notes, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Notes issued in exchange for the Notes initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Note for each of the maturities thereof registered in the name of Cede & Co. as nominee of DTC and except as provided in subsection (f) hereof, all of the Outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Notes registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Notes, (ii) the delivery to any DTC participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Notes, including any notice of redemption, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Notes. Notwithstanding any other provision of this Order to the contrary, but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Note is registered in the Registration Books as the absolute owner of such Note for the purpose of payment

of principal, premium, if any, and interest, with respect to such Note, for the purposes of registering transfers with respect to such Notes, and for all other purposes of registering transfers with respect to such Notes, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Notes only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in the Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, and interest on the Notes to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Note evidencing the obligation of the County to make payments of principal, premium, if any, and interest pursuant to the Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Notes, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Notes to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Notes and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts. In such event, the Notes shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owner transferring or exchanging Notes shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Note and all notices with respect to such Note shall be made and given, respectively, in the manner provided in the Blanket Representation of the County to DTC.

(h) Initial Note. The Notes herein authorized shall be initially issued as fully registered Notes, being one Note for each maturity in the denomination of the applicable principal amount and the initial Note shall be registered in the name of the purchaser or the designees thereof as set forth in Section 12 hereof. The initial Note shall be the Note submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Initial Purchaser. Immediately after the delivery of the initial Note, the Paying Agent/Registrar shall cancel the initial Note delivered hereunder and exchange therefor Notes in the form of a separate single fully registered Note for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f), all of the outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.

Section 5. FORM OF NOTE. The form of the Note, including the form of Paying Agent/Registrar's Authentication Note, the form of Assignment and the form of Registration Note of the Comptroller of Public Accounts of the State of Texas to be attached to the Notes initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Order.

FORM OF NOTE

NO. R-	**UNITED STATES OF AMERICA** **STATE OF TEXAS**	**PRINCIPAL AMOUNT**
	WILLIAMSON COUNTY, TEXAS **LIMITED TAX NOTE,** **SERIES 2021**	**$_____**

INTEREST RATE	**DATE OF NOTES**	**MATURITY DATE**	**CUSIP NO.**
%	August 25, 2021		

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, Williamson County, Texas (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the initial date of delivery of the Notes of August 25, 2021, on February 15, 2022 and semiannually on each August 15 and February 15 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Note is required to be authenticated and the date of its authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note or Notes, if any, for which this Note is being exchanged or converted from is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Notes is determined only by a book entry at a securities depository for the Notes, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Note are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Note shall be paid to the Registered Owner hereof upon presentation and surrender of this Note at maturity, or upon the date fixed for its redemption prior to maturity, at BOKF, NA, which is the "Paying Agent/Registrar" for this Note at their office in Dallas, Texas (the "Designated Payment/Transfer

Office"). The payment of interest on this Note shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required by the order authorizing the issuance of this Note (the "Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the 15th day of the month next preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Note appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Notes is determined only by a book entry at a securities depository for the Notes, payments made to the securities depository, or its nominee, shall be made in accordance with arrangements between the County and the securities depository.

DURING ANY PERIOD in which ownership of the Notes is determined only by a book entry at a securities depository for the Notes, if fewer than all of the Notes of the same maturity and bearing the same interest rate are to be redeemed, the particular Notes of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the County and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Note for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Note that on or before each principal payment date, interest payment date, and accrued interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Notes, when due.

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the County where a principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is one of a Series of Notes dated August 25, 2021, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $200,000,000* (the "Notes") for the purpose of (1) paying contractual obligations incurred or to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the County's authorized needs and purposes, and (2) paying professional services in connection with issuing the Notes.

THE NOTES will not be subject to optional redemption prior to their stated maturities.

ALL NOTES OF THIS SERIES are issuable solely as fully registered Notes, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Order, this Note may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Notes, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Order. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Note or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Note may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Note or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

WHENEVER the beneficial ownership of this Note is determined by a book entry at a securities depository for the Notes, the foregoing requirements of holding, delivering or transferring this Note shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Notes is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Notes.

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* Subject to change.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said County, and have been pledged for such payment, within the limit prescribed by law, all as provided in the Order.

BY BECOMING the Registered Owner of this Note, the Registered Owner thereby acknowledges all of the terms and provisions of the Order, agrees to be bound by such terms and provisions, acknowledges that the Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Note and the Order constitute a contract between each Registered Owner hereof and the County.

IN WITNESS WHEREOF, the County has caused this Note to be signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk and County Treasurer, and has caused the official seal of the County to be duly impressed, or placed in facsimile, on this Note.

_____ _____

County Clerk County Judge

_____

County Treasurer

[COUNTY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION NOTE

PAYING AGENT/REGISTRAR'S AUTHENTICATION NOTE

(To be executed if this Note is not accompanied by an executed Registration Note of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Order described in the text of this Note; and that this Note has been issued in conversion or replacement of, or in exchange for, a Note, Notes, or a portion of a Note or Notes of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____

BOKF, NA
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____
Please insert Social Security or Taxpayer Identification Number of Transferee

_____

_____
(Please print or typewrite name and address, including zip code, of Transferee)

_____

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

_____

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION NOTE OF THE COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION NOTE: REGISTER NO.

I hereby certify that this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL NOTE

The initial Note shall be in the form set forth in this Section, except that:

A. immediately under the name of the Note, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**ON THE MATURITY DATE SPECIFIED ABOVE,** Williamson County, Texas (the "County"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity Date	Maturity Amount	Interest Rate

(Information from Sections 2 and 3 to be inserted)

The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the date of initial delivery of the Notes at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2022 and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Note is required to be authenticated and the date of its authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note or Notes, if any, for which this Note is being exchanged is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full."

C. The initial Note shall be numbered "T-1."

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the County at an official depository bank of the County. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County and shall be used only for paying the interest on and principal of said Notes. All ad valorem taxes levied and collected for and on account of the Notes shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Notes are outstanding and unpaid, the governing body of the County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required

to pay the interest on the Notes as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Notes as such principal matures (but never less than 2% of the original principal amount of the Notes as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the County, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said County, for each year while any of the Notes are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Notes, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Any accrued interest on the Notes shall be deposited in the Interest and Sinking Fund and used to pay interest on the Notes.

Section 7. APPROPRIATION OF AVAILABLE FUNDS. There is hereby appropriated from funds of the County lawfully available for such purpose a sum sufficient to pay any interest and/or principal to become due on the Notes prior to receipt of applicable tax receipts.

Section 8. DEFEASANCE OF NOTES. (a) Any Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Note, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or a commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until all Defeased Notes shall have become due and payable or (3) any combination of (1) and (2). At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Note as aforesaid when proper notice of redemption of such Notes shall have been given, in accordance with this Order. Any money so deposited with the Paying Agent/Registrar or a commercial bank or trust company as provided in this Section may at the discretion of the Commissioners Court also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section which is not required for the payment of such Note and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the Commissioners Court.

(c) Notwithstanding any provision of any other Section of this Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Notes and

premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Notes and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Notes shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Notes the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Order.

(d) Notwithstanding anything elsewhere in this Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section for the payment of Notes and such Notes shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Note affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Note to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Note for redemption in accordance with the provisions of the Order authorizing its issuance, the County may call such Defeased Note for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Note as though it was being defeased at the time of the exercise of the option to redeem the Defeased Note and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Note.

As used in this section, "Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding Notes or otherwise provide for the funding of an escrow to effect the defeasance of the Notes are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding Notes or otherwise provide for the funding of an escrow to effect the defeasance of the Notes, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Notes. "Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTES. (a) Replacement Notes. In the event any outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Note of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Notes. Application for replacement of damaged, mutilated, lost, stolen or destroyed Notes shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the County and to the Paying Agent/Registrar such

security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Note, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Notes. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Notes duly issued under this Order.

(e) Authority for Issuing Replacement Notes. In accordance with Subchapter D of Chapter 1201, Texas Government Code, this Section 9 of this Order shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Notes is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Notes in the form and manner and with the effect, as provided in Section 4(a) of this Order for Notes issued in conversion and exchange for other Notes.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF NOTES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The County Judge is hereby authorized to have control of the Notes initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Notes pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Notes said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Note attached to such Notes, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Note. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be printed on the Notes issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Notes. In addition, if bond insurance is obtained, the Notes may bear an appropriate legend as provided by the insurer.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTES. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Notes as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest

on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Notes or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Notes, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Notes or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Notes (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Notes being treated as "private activity Notes" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Notes, other than investment property acquired with --

(A) proceeds of the Notes invested for a reasonable temporary period of 3 years or less or, in the case of a refunding Note, for a period of 90 days or less until such proceeds are needed for the purpose for which the Notes are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Notes;

(7) to otherwise restrict the use of the proceeds of the Notes or amounts treated as proceeds of the Notes, as may be necessary, so that the Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Notes or proceeds of any prior Notes to pay debt service on another issue more than 90 days after the date of issue of the Notes in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Notes) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Notes have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Noteholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding Notes, transferred proceeds (if any) and proceeds of the refunded Notes expended prior to the date of issuance of the Notes. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Notes, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Notes, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the County Auditor to execute any documents, Notes or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Notes.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The County covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The County recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the

Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the County recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Notes, or (2) the date the Notes are retired. The County agrees to obtain the advice of nationally recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Notes. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The County covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Notes. For purpose of the foregoing, the County may rely on an opinion of nationally recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Notes. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 12. SALE OF NOTES. The Notes are hereby sold pursuant to the taking of public bids therefor to the bidder whose bid produced the lowest true interest cost and shall be delivered to _____ (the "Initial Purchaser") at a price of $_____ which is _____% of the par amount of the Notes. The Commissioners Court hereby finds and determines that the net effective interest rate on the Notes, as calculated pursuant to Chapter 1204, Texas Government Code, as amended is _____%. The true interest cost on the Notes is _____%. It is hereby officially found and determined that the terms of this sale are the most advantageous reasonably obtainable as of the date hereof.

Section 13. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Notes when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the County, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Notes, including, but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the County.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the County, or any official, officer or employee of the County in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Notes then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Notes shall not be available as a remedy under this Order.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Note authorized under this Order, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Order do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the County or the Commissioners Court.

(iv) None of the members of the Commissioners Court, nor any other official or officer, agent, or employee of the County, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Order, or because of any Event of Default or alleged Event of Default under this Order.

Section 14. INTEREST EARNINGS ON NOTE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Notes shall be used along with other Note proceeds for the purpose for which the Notes are issued set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Note proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Notes from being arbitrage Notes shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT, LETTER OF REPRESENTATIONS AND OFFICIAL STATEMENT. Attached hereto as Exhibit "A" is a substantially final form of Paying Agent/Registrar Agreement. Each of the County Judge, the County Clerk and the County Auditor are hereby authorized to amend, complete or modify such agreement as necessary and are further authorized to execute such agreement.

The County hereby approves the form and content of the Official Statement relating to the Notes and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Notes by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated July 23, 2021, prior to the date hereof is ratified and confirmed. The Commissioners Court of the County hereby finds and determines that the Preliminary Official Statement and the Official Statement were and are "deemed final" (as that term is defined in 17 C.F.R. Section 240.15c-12) as of their respective dates.

Section 16. CONTINUING DISCLOSURE UNDERTAKING. (a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The County shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (i) within six months after the end of each fiscal year of the County ending in or after 2021, financial information and operating data, which information and data may be unaudited, with respect to the County of the general type included in the final Official Statement authorized by Section 15 of this Order, being the information described in Exhibit "B" hereto, including financial statements of the County if audited financial statements of the County are then available and (ii) if not provided as part of such financial information and operating data, audited financial statements of the County, within twelve months after the end of each fiscal year of the County ending in or after 2021. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) Event Notices. The County shall file notice to notify the MSRB of any of the following events with respect to the Notes in a timely manner and not more than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the Notes, or other events affecting the tax status of the Notes

7. Modifications to rights of holders of the Notes, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Notes, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the County;

13. The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holder, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as ascribed by SEC Release No. 34-83885, dated August 20, 2018.

The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(d) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Notes within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 8 of this Order that causes the Notes no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Notes, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY NOTE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Notes in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Notes in the primary offering of the Notes in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Notes consents to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized Bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Notes. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Notes in the primary offering of the Notes.

(e) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available o t the public on the MSRB's Internet Web site or filed with the SEC.

Section 17. NO RECOURSE AGAINST COUNTY OFFICIALS. No recourse shall be had for the payment of principal of or interest on any Notes or for any claim based thereon or on this Order against any official of the County or any person executing any Notes.

Section 18. FURTHER ACTIONS. The County Judge, the County Auditor and the First Assistant County Auditor of the County (each an "Authorized Representative") are each hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Notes, the initial sale and delivery of the Notes, the Paying Agent/Registrar Agreement, any insurance commitment letter or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Notes, each of the County Judge and the County Auditor are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer, or (iii) obtain the approval of the Notes by the Texas Attorney General's office.

In case any officer of the County whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 19. INTERPRETATIONS. All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Order and the Table of Contents of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Notes and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Notes.

Section 20. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 21. INTERESTED PARTIES. Nothing in this Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Notes, any right, remedy or claim under or by reason of this Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Notes.

Section 22. INCORPORATION OF RECITALS. The County hereby finds that the statements set forth in the recitals of this Order are true and correct, and the County hereby incorporates such recitals as a part of this Order.

Section 23. SEVERABILITY. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

Section 24. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 25. EFFECTIVE DATE. This Order shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 26. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Notes and the pledge of ad valorem taxes and surplus net revenues granted by the County under Sections 6 and 7 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Notes are outstanding and unpaid such that the pledge of ad valorem taxes and surplus net revenues granted by the County under Sections 6 and 7 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Notes the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

EXHIBIT "A"

Paying Agent\Registrar Agreement

[See Separate Tab of Transcript]

EXHIBIT "B"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

Accounting Principles

The accounting principles of the County relating to funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

Commissioners Court - Regular Session **30.**

Meeting Date: 08/03/2021

EPM.5

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on changes to the Williamson County Employee Policy Manual, to be effective Oct. 1, 2021.

Background

Red lined changes are noted within the document. Other discussions and potential action on changes including, but not limited to, compensation, may be taken.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EPMdraft5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 10:35 AM
Human Resources (Originator)	Rebecca Clemons	07/22/2021 10:37 AM
County Judge Exec Asst.	Becky Pruitt	07/22/2021 10:40 AM
Form Started By: Rebecca Clemons		Started On: 07/22/2021 09:53 AM
Final Approval Date: 07/22/2021		

WILLIAMSON COUNTY
1848



Employee Policy Manual

Effective December 15, 2020

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Policy Manual Disclaimer

This employee policy manual constitutes the general personnel policies for all Williamson County employees. It does not constitute a contract or provide a guarantee of employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners Court. If any provision or part of a provision of these policies is held invalid, unlawful, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance. Specific departments may have additional policies unique to their operations.

Elected official's rights and responsibilities as defined by Texas law supersede these policies where conflicts may occur. Elected officials are encouraged to follow all policies contained herein in order to provide uniform application across the County and to protect the County against potential employment related issues.

About Williamson County Government

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

Commissioners Court

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners precinct, and a County Judge, elected by all of the voters of the County. Officials are elected for a four-year term. The Commissioners Court is the chief policy, administrative, and executive branch of County government.

County Operations

County operations are conducted through departments and offices; each administered by an elected public official or an appointed department head.



Employment

At Will Employment

Employment with Williamson County is on an at-will basis:

- An employee may resign at any time with or without notice
- Williamson County may terminate the employment relationship at any time with or without cause or notice
- Williamson County may change the terms and conditions of employment at any time, with or without notice

Equal Employment Opportunity & ADA Compliance;

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, promotions, terminations, compensation, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

Employment Status

- **Full-time:** Full time positions are scheduled to work consistently 30 or more hours in a pay week
- **Part-time:** Part time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay
- **Temporary**: Temporary employees are limited to working 130 days in a calendar year. They are not eligible for TCDRS retirement, holidays, benefits or leave time including longevity pay

Position Classification

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act. (FLSA)

- **Exempt:** Exempt positions are salaried positions which are not eligible for overtime or compensatory time
- **Non-Exempt:** Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy



Employment

Overtime

Classification	Eligibility	Accrual
Exempt	NO	Exempt employees are not eligible for overtime compensation.
Non-Exempt	YES	• Time and a half pay or compensatory time after 40 hours actually worked in a work week. • Determination of pay vs comp time is based on departmental budget.
Non-Exempt: Department of Infrastructure	YES	• Time and a half compensatory time after 40 hours actually worked • In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor.
Non-Exempt: Public Safety Positions	YES	Time and a half overtime pay or compensatory time after 40 hours worked.
Non-Exempt: Law Enforcement and Corrections Officers	YES	Time and a half overtime pay or compensatory time after 86 hours worked in a 14 day pay period. The hours worked between 80 and 86 hours, for this period, are compensated at straight overtime pay or compensatory time.
Non-Exempt Catastrophic Event Pay	YES	Upon EOC activation and/or declaration of a local, state or federal disaster, non-exempt essential personnel (EP) may receive time and one-half pay in lieu of compensatory time, once the normal hours required before overtime eligibility have been exceeded.

All overtime must be preapproved by the Elected Official or Department Head. Only hours actually worked are included in the determination of overtime as it is based on hours actually worked. Sick leave, vacation, holidays, and other absences from the work place do not count toward the accrual of overtime. Time sheets must be balanced to the number of hours scheduled per pay period. As used above, overtime may refer to accruals of compensatory time or payments.
Compensatory time is limited to 240 hours, all hours above this limit will be paid at time and one-half.
*EMS and Emergency Communications use leave based on scheduled shift hours, rather than the pay period.



Employment

Recruitment

When a position becomes vacant, the position may be posted externally through Human Resources, internally (within the department) by the Elected Official or Department Head or the position may be filled by an applicant that has previously applied for a similar position within the past 180 days. The Elected Official, Department Head or their designee will make the final selection in the recruitment process. The chart below generally defines the processes:

Job Posting Options

Type	Description	Documentation	Process
External Job Posting	Vacant position is posted online through Human Resources.	A request to post must be sent to Human Resources.	Position will be posted through online hiring system for a minimum of 5 calendar days.
Internal Job Posting	Vacant position is posted internally through email or other written communication method within the hiring department only.	An email or manual written posting may be used to notify employees of the vacancy.	• Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.). • Applications should be accepted for a minimum of 5 calendar days.
Applicant Pool	Applications are reviewed from a previous posting for the same or similar position.	Contact Human Resources to request applications from the previous posting.	Applications will be provided through the online hiring system for the hiring manager to review.

Candidate Selection Process

All candidates being considered should meet the minimum requirements for the position and should go through a consistent screening and interviewing process. Once a candidate is selected, the hiring manager must notify Human Resources to complete the final steps in the hiring process.

Nepotism

Nepotism is the hiring or influencing others to hire relatives without regard to merit. The County and the Texas Government Code Chapter 573 outline specific rules prohibiting the appointment, confirmation of appointment, or voting for the appointment (or confirmation of appointment) of a relative. Refer to the Texas Government Code Chapter 573(Relationships by Consanguinity or by Affinity) for additional clarification. In compliance with its own policies, the Commissioners Court will not affirm any Officer who is related to another employee within the same department.

Changes in relationships which may violate this policy, must be immediately reported to Human Resources

Employment

Hiring Post TCDRS Retirement

Williamson County elected officials, department heads, or other agents of the County may not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree. Any retiree selected for a position with Williamson County will require pre-approval from the Human Resources Department due to TCDRS rules. If the retiree is on Williamson County retiree health benefits, the waiting period still applies.

Pre-Employment Screening

Potential employees of Williamson County may be required to submit to a criminal history check, physical exam, drug screening or other job specific screening, prior to employment. Any job offer is contingent upon successfully completing and meeting the requirements of these screenings. If additional information is received after employment begins which fails to meet the screening requirements, the employment relationship may be terminated. False information provided by an applicant will disqualify the applicant from consideration, or if discovered after employment begins may result in termination.

Post Hire

New Employee Orientation



All new employees must attend new employee orientation before the end of the pay period in which they are hired.

Direct Deposit

Direct Deposit is strongly recommended. The first pay check will be mailed to the address of record, as could the first paycheck whenever changing banking institutions or account information. Pay remittance slips can be viewed and printed online located on the Wilco Self Service site in Oracle.

Texas County and District Retirement System Contributions (TCDRS)

All officials, part-time and full-time employees are required to participate in the Texas County and District Retirement System (TCDRS) as a condition of employment. Temporary employees are exempt from participation as provided by Retirement System regulations. The required contribution is deducted from an employees pay each pay period.



Employment

Transfers

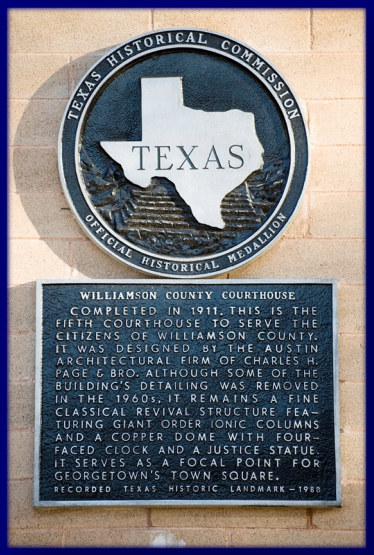
Employees transferring from one County office or department to another should give at least a two week written notice to their current official/department head. The current official/department head may waive the two week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited. Transfers to and from WCCHD, Museum or CSCD are considered employment separations.



Separation of Employment

Employees are required to provide at least a two week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck for certain eligible employees.
The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

- Eligible accrued vacation time
- Comp time
- Unused holiday time banked prior to October 1, 2014



Adjusted Service Dates for Rehired Employees (non-retirement)

Employees rehired within 90 days from his/her last employment termination date, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of employment minus the number of break in service days. The adjusted service date will also be used for determining vacation and longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, knowledge skills and ability's of a former employee or other special circumstances)



Refer to the Uniformed Services Employment and Re-employment Rights Act (USERRA) for reemployment rights if the break in service is related to active military leave. Contact the Human Resource Department for assistance.

Work Environment

Communications to Employees

All employees are assigned a County email address. County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email on a regular basis.

Don't forget to check County email daily!

Breaks

Supervisors may schedule breaks to accommodate operating requirements. County offices are encouraged to stay open during the noon hour to better serve the public. Supervisors will inform employees of breaks, if any, and the break schedule. The Fair Labor Standards Act (FLSA) does not require employers to provide breaks or meal periods to employees.

- Breaks of less than 20 minutes will not require the employee to clock out and will be considered compensable time
- Breaks of more than 20 minutes (i.e. errands) will require non-exempt employees to clock out and not to perform any work during that time
- Lunch breaks will be for a period of not less than 30 minutes, during which the employee may not perform any work

Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks as listed above. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.



Reporting Time Worked and Leave Time

Timesheets must be approved and signed off by the employee and department designee, on the day indicated on the payroll calendar by the time indicated by the Auditor Payroll Department. Employee timesheets must be balanced to their regularly scheduled hours for the work week.

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system.
- Exempt: Employees do not enter the hours worked, must record leave time such as sick, vacation, and FMLA in the timekeeping system. Holiday time is preloaded for all exempt employees. Payroll must be contacted to adjust holiday time if an exempt employee works on the holiday.

Time records are a governmental record and according to Texas Penal Code Section 37.10 you are tampering with a government record if you knowingly submit your time record inaccurately

Employee Leave Policies

Employees accrue vacation and sick leave on the last day of each pay period. The leave hours will be adjusted when employees have any unpaid leave, with the exception of workers compensation. The leave chart on the next page provides the policies related to the various leave types authorized by the County.

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Pay Out	Policy
VACATION 160 hours accrual max	< 5 years= 3 Hours 5 minutes per pay period	80 hours	• Leave is accrued at the end of the pay period. • Changes in work schedules, may result in adjustments to leave balances & accruals. • Part-time employees earn 1.5 hours per pay period with the same max accrual as Full-time employees (Effective 10/1/16). • Proration may occur for full-time employees that work less than 30 hours per week. • Contact Human Resources for more information. • Accrual max rates will change to max payout rates effective 10/1/2022.
	5 to < 10 Years= 4 hours 37 minutes per pay period	120 hours	
	10 + years= 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 24 hour Shifts) 168 hours accrual max	< 10 years= 5 Hours 32 minutes per pay period	144 hours (6 shifts)	
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	• May only be used for illness or medical appointment for employee or *qualifying* family member, as defined by FMLA. • May not be used to care for a newborn child or the placement of a child with the employee for adoption or foster care without certification from the treating physician, of the child having a serious medical condition. • May be required to provide documentation. • Not a substitute for vacation. • Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16).
SICK LEAVE (EMS Paramedics on 24 hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	
FLOATING HOLIDAY*	2 (8 hours) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• Only available to full time employees. • Must be used by the end of the fiscal year. • EMS Paramedics on </= 12 hour shifts will receive 2 days/hours based on normal shift assignment.
HOLIDAY*	• Part time employees receive 4 hours • Full-time employees 8 hours	N/A (Not paid at termination)	• Dates are established by Commissioners Court annually, subject to change. • Employee must work or be on approved paid leave the day before and after the holiday. • EMS Paramedics will receive up to 12 hours based on normal shift assignment.
BEREAVEMENT LEAVE*	2 (8 hour) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• May be granted following the death of a friend or family member at the discretion of your departments leadership. • Documentation may be required. • EMS paramedics will receive 2 days/hours based on normal shift assignment .
PUBLIC SAFETY ADJUSTMENT	64 hours per fiscal year, does not roll over	N/A (Not paid at termination)	• Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions. • Max of 4 hours per shift and must be used with 8 hours of holiday/floating holiday/bereavement to cover shift as scheduled.

*Refer to Non-Exempt Public Safety Adjustment policy

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	• Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court. • Time off to vote may be approved due to unusual circumstances, please see Texas State Regulations. • Leave may be approved when an employee is summoned to testify for a case that is work related only. • The first 15 days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use vacation leave or be placed on leave without pay. • Contact HR for further information related to USERRA leave and benefit continuation.
BAD WEATHER	As determined by order of the County Judge	N/A	• Employee must be at work or scheduled and ready for work on the day of office closure. • Employees on approved leave of any type are not eligible. • If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court.
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	• Leave is granted when exempt employees must work during office closure that has been declared by the County Judge. • EP leave must be used before the end of the current fiscal year.



Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
BANKED HOLIDAY LEAVE	Determined by number of hours worked on the holiday.	200 hours	• Will not be paid upon termination if earned after 10/1/14.
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual.	240 hours	• Must be used before vacation time.
WORKERS COMPENSATION LEAVE	Used by employees that must miss work due to an on the job injury.	N/A	• Any on the job injury must be reported immediately, failure to report within 30 days of the injury may result in a denial of benefits including leave (Texas labor code Sec.409.001). • HR will coordinate leave and medical care with the Worker's Compensation carrier. • FMLA can run concurrently with lost time under workers' compensation and may provide for medical insurance continuation if you are receiving workers' compensation income benefits. • Contact HR for more information.

Wilco PTO leave time is applied in the following order:
1) Compensatory time 2) Vacation leave

Note: All leave accruals are based on time actually worked by the employee, leave accrues at the end of the pay period and will be adjusted or removed if the employee has any unpaid leave, other than workers compensation, in the pay week.

A list of County Holidays can be found on wilco.org



For more information on FMLA visit: http://www.dol.gov/whd/fmla

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Eligibility	• Worked for the County for at least 12 months. • Worked a minimum of 1250 hours in the last 12 months.
Entitlement	**Qualifying Reasons/Policy**
Basic FMLA	
• 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules	• FMLA is unpaid time off to care for a newborn child or the placement of a child with the employee for adoption or foster care. Employees are not eligible to utilize sick leave or sick leave pool, without certification of the child having a serious medical condition. • To care for spouse, child, or parent of the employee who has a serious health condition. • Employee's own serious health condition. • Employees requesting leave to care for an immediate family member with a serious health condition, may be required to submit proof of the familial relationship, such as a birth certificate or marriage license. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is related to a serious medical condition: sick, PTO, essential pay, banked holiday, floating holiday. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is <u>not</u> related to a serious medical condition: PTO, essential pay, banked holiday, floating holiday. • Holiday leave will not bank, it will be utilized in the week earned.
Military Family Leave– Qualifying Exigency Leave	
• Any period of absence due to or necessitated by USERRA-covered military service must be counted in determining an employee's eligibility for FMLA leave. • Employees may be entitled to take their Basic FMLA Leave for a "Qualifying Exigency" if the employee's spouse, son, or daughter, or parent is a member of the National Guard, Reserves, or a regular component of the Armed forces, and on covered active duty or called to covered active duty.	Qualifying exigency is unpaid time off and may include: • Short-notice deployment when the military member is notified seven or less calendar days prior to deployment. This is limited to 7 days of leave. • Attending certain military events related to the call to duty. • To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty. • To attend to certain financial and legal arrangements as a result of the military member's absence while on duty. • In some instances, to attend counseling arising from the covered active duty or ca\1 to covered active duty status of a military member. • To spend up to 15 days of leave with a military member on a short leave for rest and recuperation. • To attend post-deployment activities during the 90 days after the termination of the military member's covered active duty status or to address issues related to the death of a military member while on covered active duty. • To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty, such as to arrange for alternative care for a military member's parent, to provide care on an immediate need basis or to attend meetings with staff at a military member's parent's care facility. • Other activities arising out of the military member's covered active duty or call to covered active duty as agreed upon by the Company and the employee. • Eligible employees with accrued leave will have the leave applied in the following order: PTO, essential pay, banked holiday, floating holiday.

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Entitlement	Policy
Military Family Leave– Service Member Caregiver Leave	
• Under certain circumstances, employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave in a single 12-month period to care for their ill or injured spouse, child, parent or next of kin (closest blood relative), who is a covered service member. • If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave. • The 26 weeks of leave includes any Basic FMLA leave taken. However, if the leave qualifies both for Basic FMLA leave and for Service member Caregiver Leave, then the leave will first be designated as Service member Caregiver leave. • The single 12-month period begins on the first day the eligible team member takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible team member does not take all of his or her 26 weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 workweeks of leave entitlement to care for the covered service member is forfeited. The 26 week leave entitlement is to be applied on a per-covered-service member, per-injury basis.	The term "covered service member" for purposes of Service member Caregiver Leave means: • A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. • A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the first date on which the veteran takes FMLA leave to care for the covered veteran. The term "serious injury or illness": • In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. • In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on a covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. • Certification for the serious injury or illness of the covered service member may be required, the employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Please contact Human Resources for additional information below:

- *Since the laws and regulations governing military leave and military family leave are frequently being changed, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules*

- Restoration of Employment
- Employee Benefits
- Group Health Benefits
- Relationship to PTO
- Notification
- Certification of Health
- Status Reports
- Intermittent Leave
- Failure to Return from FMLA Leave

Administrative Leave

Situations where administrative leave with pay are rare, but may be appropriate when the Department Head believes immediate action is necessary to protect an employee, the Department, the public, and/or needs additional time to investigate an employee's performance or behavior.

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	• May not be used during or to extend FMLA. • Paid Admin Leave lasting more than ten days will require approval of the County Judge for non-elected offices only. • If the County Judge denies a request to grant admin leave with pay in excess of ten days, the non-elected office may appeal such denial to Commissioners Court. • The employee will be paid base wages, this will not count as hours worked for overtime purposes. • Medical benefits will continue at active employee rates. • The employee must contact his/her supervisor weekly, and remain available to return to duty with 12 hours' notice. • If the employee returns to work, he/she shall receive full credit for any suspended accruals/longevity/supplemental pay, unless determined otherwise. • Any paid leave time other than sick leave, that has been accumulated will be applied retroactively to the time spent on paid admin leave, upon returning to duty. • Leave will be applied as follows: compensatory time, vacation, banked holiday.
Administrative Leave (without pay)	Non-Elected & Elected Offices	• Temporarily suspends employees job duties. • Exempt employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies. • Full days/full week periods are administered for Exempt employees on admin leave with out pay (partial days will not be granted). • Employees may not substitute accrued paid leave during unpaid admin leave. • Employee must coordinate payment of medical and dental benefits with the HR Department. • Employees may be required to periodically contact their supervisor.
Administrative Leave (with or with out pay)	Elected Offices County Auditor's Office Juvenile Services	• Must provide the Senior Director of HR with a written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave. • If the employee is reinstated or terminated the Elected Official/Appointed Official must provide the Sr. Director of HR with the time and date of the employee's reinstatement/ termination.
Administrative Leave (with or with out pay)	Non-Elected Offices	• Department heads and appointed positions who are direct reports to Commissioners Court may place an employee on Admin Leave with pay with HR consultation. • Subject to the oversight of Commissioners Court. • HR will provide proper notices/estimated time duration to the employee that is placed on paid admin leave.
Reinstatement	Non-Elected & Elected Offices	• The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave.
Other Information	Non-Elected & Elected Offices	• Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods. • Longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods. • Supplemental pay is defined in the budget order.

Elected Officials are strongly encouraged to comply with all administrative leave policies that are applicable to employees in non-elected offices. As a part of the Commissioners Court budgetary responsibilities and fiduciary oversight of public funds, the Commissioners Court will consider the amount of time that an Elected Official has granted in administrative leave during the prior fiscal year. Elected Officials will continue to maintain the right to terminate employees under their sphere of authority or provide harsher penalties, within applicable legal rules, than those that are set out and encouraged herein. Elected Officials are strongly encouraged to consult with the Sr. Director of the Williamson County Human Resources Department prior to placing employees on administrative leave and prior to making reinstatement and termination of employment decisions.

To view the full policy visit: policy center

Sick Leave Pool

Membership	Policy
BENEFIT SUMMARY	• Per Texas Local Government Code Sec.157.075: A participating enrolled employee is eligible to use time contributed to the County sick leave pool if: because of a catastrophic injury or illness and the employee has exhausted all the accrued paid leave and compensatory time to which the employee is otherwise entitled. • Provides sick leave to an eligible employee once the employee has exhausted all accrued/ banked paid leave. • The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP.
ENROLLMENT	• One year of full-time employment must be completed as of first day of open enrollment. • A minimum of 8 Hours and no more than 40 hours must be contributed. • Must enroll each year during benefits open enrollment. • Contributed sick leave hours will be deducted on the 1st day of the pay period which includes January 1st.
QUALIFICATION	• An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for their own serious medical condition. • SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act. • SLP time will not be granted beyond the end date of approved FMLA leave (12 week max). • There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute. • Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated.
PROCEDURE	• Employees must apply for permission to receive SLP benefits. (Contact the Human Resources Department for more information) • Upon receipt of the completed SLP benefit request, Human Resources will review the request, along with the FMLA documentation.
UTILIZATION	• The number of hours granted through the SLP will be based on the FMLA documentation. • SLP time may only be used for approved workdays and for holidays. • SLP benefit end when the employee returns to work, exhausts the SLP benefit, upon separation, suspension or administrative leave.
CONTRIBUTIONS	• Employee contributions of sick leave hours are irrevocable. • Sick leave hours that are contributed become the property of the SLP and cannot be returned. •Time contributed to the SLP cannot be designated to a particular employee. • If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership. • An employee separating from employment may contribute up to 80 hours of sick leave to the SLP. • All unused time that was granted to an employee from the SLP shall be returned to the pool.
DISCLAIMER	• The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees. • If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion. • The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment.

Work Environment

Benefits

Williamson County offers an excellent comprehensive benefits package to all full time employees. Benefits are administered by the Benefits Administration team which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below:

Benefits

- Full time employees are eligible for medical, vision, dental, group term life, voluntary term life, FSA and voluntary supplemental/ benefits coverage on the first of the month, following the completion of 60 days of employment.
- Current employees can make changes to benefits only during open enrollment or due to a qualified life event.

Type	Policy	Premium Payment
Medical **Vision, Dental**	• Full-time employees must enroll during initial open enrollment period and/or subsequent open enrollments.	• Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay(LWOP), for any reason, unpaid premiums must be paid through payroll deductions upon return to work. • Employees who do not return to work, after LWOP, are responsible for unpaid premiums. • Failure to pay premiums will result in termination of benefits. Benefits termination will be determined based on the last payroll deduction. • Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.
Voluntary Term Life	• Full time employees may purchase additional voluntary life insurance for themselves and their dependents during initial enrollment or during open enrollment.	
Short Term/Long Term Disability (STD/LTD)	• Full time employees may select STD/LTD during open enrollment. If STD/LTD are not selected during the initial open enrollment, or if there is a gap in coverage, an application will need to be submitted prior to coverage enrollment.	

Flex Spending Account (FSA) Health & Dependent Care	• Full time employees may elect FSA during initial benefit enrollment or subsequent open enrollments.
	• Maximums may apply.
		• If an employee is on leave without pay, for any reason, the employee is responsible for the elected benefit deduction to be paid within the same elected tax plan year of the elected benefit.
		• Contributions may be paid by the employee:
		  • After tax payment during leave without pay
		  • Pre-tax payroll deduction upon return
		• If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.

Group Term Life	• Full time employees receive group life insurance for themselves and covered spouse/children at no cost.	• Premiums paid by employer regardless of active employee status.
Voluntary Supplemental/ Benefits	• Full time employees may purchase these additional offerings during initial open enrollment or during a subsequent open enrollment.	• If an employee is on a leave without pay, premiums must be paid directly to vendors to avoid cancellation. • Once the employee returns to work, premiums will be deducted from paycheck as previously scheduled.
EAP	• EAP services are provided at no cost to all full time employees.	• n/a
Retirement	• Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period.	• n/a

Expenditure Guidelines

Type	Policy
Continuing Education & Training	• If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam, or licensing fees. • If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County. • Recertification of any required job related certifications may be paid for by the County and are limited to two times for each renewal period. • The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed. • Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification. • The funds for these items must be available in the departments training budget.
Tuition Reimbursement	• The County may pay for tuition, related to obtaining a degree directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full time employees. • The training class/work must provide the skills and/or knowledge that is directly related to the job description. • A copy of the job description and the course/certification description must be submitted with the approval request. • The funds for these items must be available in the appropriate department's training budget • If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year. • After completing the course(s)/testing and achieving a passing grade, per course requirements, employees may apply for reimbursement of 100% tuition or testing fees not to exceed that which would be payable at a state supported college or university.
Off-Site Staff Development	• Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert. • Off-site staff development is limited to twice per fiscal year, per department/division. At least one of the off-site trainings must be at a County facility (Conference Room, Park, etc.). • The total cost for off-site staff development should not exceed the normal and/or customary cost for individual employee training expenses and meal reimbursements should not exceed the daily per-diem rate (per employee). • A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign up sheet is required).
Seminars & Conferences	• All training should be obtained at the closest possible location. • If an employee is registered to attend a training opportunity and is subsequently not able to attend, a County substitute should attend in their place or request a refund. • Only job related training will be processed for payment. • An employee can request payment directly to the seminar/conference by submitting a check request form to the Accounts Payable department with proper backup documentation, may take up to 20 days for processing. • Employees will not be reimbursed for registration fees until after the conference/training has taken place. • A receipt is required for all fees related to the conference/training.

Expenditure Guidelines

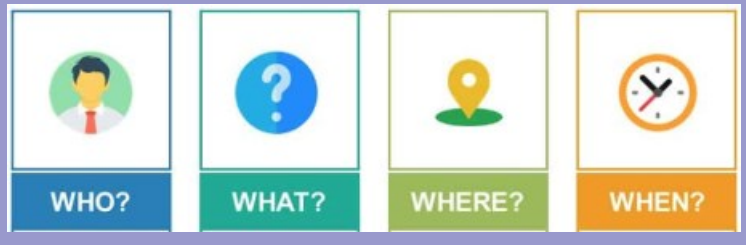
Type	Policy
Airfare	• Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route, an early departure, or a delayed return trip for personal preference or convenience (supporting documentation showing the fee comparison is required). • Airfare must be paid directly to the airline or Accent Travel, (i.e. no other travel agencies such as Expedia). • Airfare purchased on a personal credit card will be reimbursed after the trip has been completed. • Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging. • The County will not issue reimbursements for tickets purchased with frequent flyer miles. • A maximum of 2 bags will be reimbursed, excessive bag fee charges are not refundable. • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc.
Car Rental	• Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation. • Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed). • Renting cars for travel within the County is prohibited unless otherwise approved by the Auditor's Office. • An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required. • The rental car must be returned with a full tank of gas unless it has been pre-paid. Please use the less expensive option. • Rental cars must be rented from a nationally recognized company. (i.e. Hertz, Enterprise, etc.) • The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request. • Insurance purchased when renting a vehicle may also be reimbursed. • The County has a government account with Enterprise, which includes insurance. Contact the Auditor's Office for the account number. It is strictly for business purposes. • A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal).
Personal Car Usage	• Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS. • For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to an alternate work location, or returning home from the alternate work location. • Mileage will be reimbursed based on the most common route, including toll roads (if a detour, note the detour and the additional mileage due to the detour). • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc. • Reimbursement for mileage is prohibited between place of residence and usual place of work. • Mileage should be calculated from an employees regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar. • When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement. • To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: date, location traveled to and from, purpose of travel and number of miles traveled. • Airport parking fees are limited to $15 per day (ABIA economy lots are least expensive). • Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement of parking fees. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement. • It is the responsibility of the employee to keep track of mileage. • Employees assigned to a County vehicle are not eligible for mileage reimbursement. • Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable.

Expenditure Guidelines

Type	Policy
Lodging	• Lodging expenses are reimbursed only if travel is beyond a 45 mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626. • Government rate or least expensive rate should be requested at all times. • Hotel accommodations require an itemized hotel folio as a receipt. • When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt. • Personal telephone charges, whether local or long distance, are not reimbursable. • Single room rate charge plus any applicable tax is reimbursable, no exceptions.

Meals	• The reimbursement for meal costs in travel of less than one day will be reimbursed on the employee's paycheck and will be processed as taxable income.
	• Meals are reimbursable only for County business trips that are outside the County with the exception of; Commissioners Court meetings that extend beyond 1:00 p.m. and off-site staff development opportunities that are held within the County.
	• Meal reimbursements are limited to a maximum of $50.00 per day:
	  ▪ $20.00 for meals when traveling outside the County for day trips.
	  ▪ $20.00 for meals on day of return for overnight travel (unless returning after 8pm).
	  ▪ $50.00 for meals when traveling outside the County with an overnight stay or work hours extend beyond 8:00pm (documentation may be required).
	  ▪ If an overnight stay is required, out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the $50.00 overnight allowance for meals, lodging will not be reimbursed.
	  ▪ $50.00 for meals when traveling outside the County for day trips and the work hours extend beyond 8:00pm (documentation may be required).
	• Any meals related to business travel cannot be charged to the p-card except in certain cases, approved in advance by the Auditor.
	• All meals not associated with an overnight stay are taxable.
	• Meal receipts are not required for per-diem.
	• Alcoholic beverages are not reimbursed.
	• If employment duties require traveling to alternate work locations within the County, meals are not reimbursable.
	• Meals purchased for entertainment/business purposes are not allowed.
	• Meal reimbursements are paid for County employees only.







Expenditure Guidelines

Type	Policy
General Travel Information	• An advance will not be issued for travel expenditures. • All travel expenses must be supported with an itemized receipt. • Purchases for airfare, hotels, car rentals, and expense reimbursements, all require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc. • Reimbursement for transportation costs will be at the most reasonable means of transport, such as purchasing Southwest Airlines tickets at the Wanna Get Away rate. • Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense. • The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may be an exception if an itemized receipt is available. Accent Travel is available for booking airfare, and there is an account setup for the County. • Cancellation fees or unused travel expenses, are not reimbursable unless due to a business related expense, or a personal emergency as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or canceling a flight, cancelation fees related to lodging, or unused travel arrangements. • Personal purchases using a p-card are not allowed. If a charge is made on a p-card for a personal purchase (by mistake), employees must include a check made payable to Williamson County, with the p-card statement. • Expense reimbursements & p-card statements both require their own backup documentation (who, what, when, where) as applicable.
Expense Reimbursement	• With the exception of per diem and mileage, all requests for reimbursement require itemized receipts. • Each expense reimbursement must have the employee signature and department head approval. • All expense reimbursements must be received in the Auditor's Office within 60 days of the incurrence of the expense. Any items over the 60 days will be denied reimbursement; unless specifically approved by the County Judge. • Tax for meals, airline tickets, hotel stays and parking are normally the only taxes that will be reimbursed for purchases. The sales tax exemption form is available on the Auditor's Portal. • Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee submitted reimbursement contrary to these guidelines. • Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request. • The Auditor's Office may request additional documentation for any or all reimbursements. • Reimbursements for business travel require documentation showing the purpose of the trip, the location, the dates, and the person attending. (who, what when, where) • Hotel folios should be included as backup when possible.

Non-Reimbursable Expenses

Type	Examples
Personal Purchases	• Damage to personal items (clothing, vehicles/auto repairs, etc.). • Personal phone calls. • Laundry services or personal clothing. • Personal doctor bills, prescriptions, and other medical services. • Entertainment, movie rentals, saunas, massages, or exercise facilities. • Baby-sitter fees, personal kennel costs, pet or house sitting fees. • Expenses incurred by a spouse or other individual accompany you on a business trip.
Meals Food Drink	• Coffee, tea, and other related items used by employees while in the office. • Alcoholic beverages/tobacco products. • Drinking water services. • Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events).
Travel	• Short term or valet parking at the airport (other than short term parking related to prison transports). • Parking should not exceed $15 per day. Economy B-G lots are long term parking lots at ABIA, and are approved for County Employee Parking. • Non-Airport Parking: Valet service is not an option unless safety is a concern. • Mileage to/from County functions, not related to official County business (ex: retirement party). • Transportation to places of entertainment or similar personal activities. • Excessive weight baggage fees or cost associated with more than two airline bags. • Upgrades to airfare, hotel or car rental.
Miscellaneous	• Expenses related to County Government Week or holiday decorations. • Flowers/Plants • Greeting, thank you, or holiday cards. • Fines and or penalties. • Credit card delinquency or service fees. • Lifetime memberships to any association. • Donations to other entities. • Any items or fees that could be construed as campaigning, i.e., Chamber of Commerce dues or other civic organization dues, fees for parade entry, items with elected officials name (other than letterhead). • Sales tax on goods purchased. • Community outreach items exceeding $2 per item.

Per section 52 of the Texas State Constitution, all items using County Funds must serve a direct benefit to the County. Any non-reimbursable expense or charge on the County Procurement Card, must be reimbursed to the County as soon as possible.

Expenditure Guidelines

Type	Policy
Uniforms	The relevant elected official will issue uniforms for law enforcement and corrections personnel, subject to policies. Uniforms for all County personnel are subject to the following County–wide policy*: 1. Employees will not be issued a uniform, unless the department head has determined that the wearing of a uniform is a reasonable job requirement. 2. All uniforms will be distinctive and not adaptable for personal use. Items that can be easily converted to everyday use, such as jeans and most footwear are taxable to both the employee and the employer. The employee will be taxed for these types of purchases on their paycheck. 3. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time. 4. All uniforms and other County property must be promptly returned if County employment ends. 5. Employees will not be issued a uniform without written acknowledgment of this policy. 6. Current budgeted funds cannot be expended for uniforms except in compliance with this policy. 7. Footwear including the type/brand for all departments must be approved during the budget process. *The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy.
Other Expenses	• A department may purchase small appliances (i.e. microwaves, refrigerators) for the convenience of their employees. • Only paid receipts will be reimbursed. • For additional details on ineligible expense items refer to the County Budget Order. • If a receipt is unattainable or is lost, a written statement must be submitted for the expense. • Reasonable tips are allowed for alternate means of transportation, such as taxis, shuttles, and Uber rides.
Employee Recognition Expenses	• Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the Budget Order. • Employees can be taxed for these items. • In order to avoid an item being taxable, recognition items must clearly identify the purpose. The following purchases will be allowable for the following: Employee Recognition: · Plaques, awards or certificates of recognition for service · Plaques, awards or certificates of recognition for retirement · Plaques, awards or certificates of recognition for exemplary job performance • Employee requirements: • $40 for employees with up to 15 years of service • $80 for employees with more than 15 years of service • No reimbursement of sales tax will be allowed. • Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses. • The purchase of gift cards, refreshments, except as indicated in the Budget Order (cakes, drinks, etc.), or meals is not allowable as they are taxable items.

Compensation

Compensation Philosophy

The objective of the County compensation system is to demonstrate the honor and value we place on working in public service. Accordingly, the County's total compensation policy is to be competitive within the relevant, comparable labor markets by:

- Basing our minimum salaries on the market median
- Recognizing outstanding performance and organizational contributions through the use of the merit pay policy
- Maintaining the public trust in the County's financial stewardship
- Ensuring accountability for compliance with all Federal, State and local laws, as well as County policies

Salary Study

It is the intention of the Commissioners Court that a comprehensive salary study be conducted for every position classification at least once every five fiscal years. Some positions may be reviewed more often based on factors including high turnover, recruitment difficulty or market demand.

Participant	Role and Responsibility	Policy/Process
Commissioners Court	• The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds.	• Sec. 152.011, Texas Local Government Code
Human Resources	• Maintains all official job descriptions. • Works closely with departments/offices to clearly understand structure & how each position fits within the organization. • Identifies positions to be reviewed during the current salary study. • Gathers & analyzes market data. • Provides recommendations to the Commissioners Court.	• The position classifications that have been identified for the study will be presented to Commissioners Court. • Kick-off & other meetings as necessary will occur between HR & participating departments/offices throughout the salary study. • Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection. • Requests will be sent to the identified market entities. (see Market below) • Data received will be analyzed & compiled. • Pre-recommendation meetings will occur between HR & department/offices. • Recommendations will be presented to Commissioners Court. • Post-recommendation hearings will be scheduled for departments/offices that wish to address Commissioners Court. • All changes will be effective in the new fiscal year following Commissioners Court approval.
Departments/Offices	• Each department/office will select a designated point of contact. • Works closely with HR to ensure that the organization structure and positions are fully understood.	• Attends meetings throughout the process. • Completes job analysis tools as needed.
Market (based on population, entity structure and/or geographic location)	• Provides substantiated market data for the identified positions.	Counties used for the study will be: Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, Collin & Travis Cities used for the study will be: Cedar Park, Georgetown & Round Rock *This list may be amended as needed based on unique attributes of some position classifications

Salary Study Findings

Human Resources is responsible for conducting the salary study and making recommendations to Commissioners Court based on the findings. Recommendations require Commissioners Court approval for implementation.

Recommendation	Policy/Process
Title Change	• Titles may be recommended for change when it is determined that a new title would better reflect the required job duties, responsibilities and/or market standards. • Some job titles are unique and therefore can only exist in the departments/offices that manage the services of those position types (example: the position title "Corrections Officer" can only exist within the Sheriff's Office)
Pay Grade Increase	• Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median. • Employee's moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount.
Pay Grade Decrease	• Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median. • An employee with a current salary that is above the new pay grade maximum will not receive a reduction in pay, however, merit eligible positions will be limited to a lump sum merit.
FLSA Exemption Status	• Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law. • The update will occur at the beginning of the next pay period following the determination for any position that must be changed from exempt to non-exempt and as determined most appropriate for a change from non-exempt to exempt. • Compensatory time will be paid at the time of the update, for positions changing status from non-exempt to exempt.

Compensation

Pay Frequency and Work Week

Payday is every other Friday, or the last business day prior to any holiday that falls on a Friday.

- A pay period consists of two weeks' pay ending on the Thursday of the previous week before pay day.
- The official work week for County departments is 12:00 a.m. Friday to 11:59 p.m. Thursday unless otherwise notified.
- The official work week for the 911 Emergency Communications Department is 6:00am Friday to 5:59am the following Friday.
- The payroll calendar is located on the Auditor's Portal.

Don't forget to check pay slips online at any County Computer!

Payroll Corrections



Underpayment: Any underpayment in compensation for 16 hours of regular pay (excludes OT or supplemental pay) or less will be processed on the following pay cycle.
Overpayment: No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the County as soon as possible. Any overpayment will be regarded as an advance of future wages and absent repayment, will be offset in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage authorization agreement to acknowledge the amount and provide for the offset.
Deductions: Every effort is made to apply deductions accurately. If you have any questions about insurance/benefits deductions, contact the HR Benefits Department. If you have questions about any other deductions from your pay, please contact the Auditor Payroll Department immediately.
Discrepancies: If your pay does not accurately reflect all hours worked, you should report your concerns to Human Resources. Every report will be fully investigated and corrective action will be taken. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy.

Pay Schedules (pay charts)



Williamson County has multiple pay schedules that cover all classified positions. These pay schedules are approved by the Commissioners Court. For more information on current pay schedules refer to the internal Human Resources website.

Timeline for Compensation Changes

Salary study changes, approved COLA's, annual tenured based LE and C step increases, and any other compensation changes approved during the annual budget processes are effective October 1 each fiscal year.

If merit is allocated through HR driven bulk upload, reviews should be completed and merit keyed on the HR provided spreadsheet by November 1. Merit can also be allocated through Oracle and entered by the department throughout the year after the bulk upload until early August.

Compensation

Court Reporters

Employment Status

Court Reporters are non-exempt employees of the County that perform primary duties for the Court and also may have secondary independent contractor jobs preparing transcripts. In this second statutory role, who ordered the transcript and when the transcript is prepared dictates whether the Court Reporter is paid wages for time worked, or paid by the page for producing the transcripts.

Work Hours

When Court Reporters are working for the Court, recording and reading back court proceedings, attending court hearings, or preparing transcripts for the Court at work or on special assignment by the Court, these are hours worked that must be recorded. An example of "on assignment by the Court" includes instances where the Court Reporter is required to perform duties at the direction of the Court in another location, or when the Court instructs the Court Reporter to work away from the Court House to complete a transcript for the Court.

Court Reporters are required to accurately record actual time worked for the Court, including time when they are required to be at the Court or at any other designated place to perform work. Any hours worked beyond forty hours in the work week shall be compensated with compensatory leave, pursuant to the County's policy. Vacation leave, sick leave, compensatory leave or holiday leave must be used for any scheduled work time missed during the pay period.

Transcripts Prepared For or Paid By the Court/State/or Local Government

Transcripts (1) prepared for the Court, any judge, another court, County Attorney, District Attorney, Attorney General, State, State Agency, Public Defender, or any other public entity or person, or (2) paid for by the County for a public entity or private attorney, are subject to the following rules:

- Transcripts Prepared During Working Hours
  Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter's daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.

- Transcripts Prepared Outside of Hours Worked
  Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter's own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.

- Private Paid Transcripts
  Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

Compensation

Salary and Position Changes

The chart below indicates the policies related to pay increases and decreases due to position changes, vacancies and/or merit. All changes are contingent on budgeted fund availability. Any funds remaining in a department merit line items will roll over each budget year unless otherwise determined by the Court. Any request outside of these policies will require the approval of Commissioners Court.

Salary/Position Changes

Type	Description/ Policy	Pay +	Pay -	Approval Process	Additional Information
Merit	• Merit funding can only be used for performance pay increases. • Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase. • An employee is eligible for merit after 90 days in their current position.	Max of 5% per employee, per budget year* authorized as a merit percentage amount and issued as a lump sum only.	N/A	• Oracle workflow required • Each processing period will have a cut off date. Employee must have completed 90 days of employment by that date • A line item transfer form must be submitted in addition to the workflow • Merit can only be transferred out of the merit line item • Merit is not transferrable between positions	• District Court Reporters, Elected Officials, Director of Juvenile Services, County Auditor, Positions on the LE and C Charts are not eligible for merit increases. • Merit for small departments with 4 or less merit eligible employees that do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5%. (i.e. if the Court approves merit at 3%, the small departments will receive 4%) • Verification of evaluation required.
Position Salary Surplus	• Cannot be used for merit increases. • Cannot be requested to be moved between positions after February 15th.	Refer to filling a vacancy, promotion and or reclassification policies.	N/A	Refer to filling a vacancy, promotion and reclassification policies.	Contact HR for additional requirements.
Lateral Moves	When an employee moves to a new or like position with the same grade.	Can utilize money on new position up to employee's current salary.	Can utilize money on new position up to employee's current salary.	Oracle workflow required	Employees cannot receive a salary increase when they move laterally, outside of merit. Normal merit policies apply.
Filling a Vacancy	When a current employee separates from employment or position Applies to B Chart only	A vacant position may be filled with a salary up to 15% above the minimum of the pay grade, effective 10/1/2018. See promotion for current employees (no additional pay increases in the first 12 months with the exception of merit)	N/A	Oracle workflow required	The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year. (i.e. budgeted salary = $30,000, position vacant 6 months = $15,000 not used, when filled the maximum salary cannot exceed $30,000 even though $15,000 is unused).
Retention	An increase in pay that is awarded to an employee, as an incentive to retain them in their current position, when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.	Maximum of 10% above the current salary*	N/A	Approval by Commissioners Court, public hearing required Change will be effective on the first pay period after Court approval Oracle workflow required Verification required	Contact HR for additional requirements.

*15% maximum annual (budget year) increase per employee (includes retention, merit, re-organization and reclassification, does not include promotions or salary study changes). Multiple pay changes cannot be processed on the same day.

Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Add'l Info
Promotion	• When a current employee is hired into a different position with a higher pay grade. • No additional pay increases in the first 12 months with the exception of merit.	Max 15% above minimum of the pay grade, effective 10/1/2018,or 10% above current salary, including overtime average, whichever is greater. [Cannot exceed maximum of pay grade or budgeted amount for position]	N/A	• Oracle workflow required • HR will partner with Payroll and provide an overtime rate.	Promotions and Merit cannot be processed during the same pay period
Demotion	When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade.	N/A	Maximum decrease to the minimum of the new pay grade	Oracle workflow required	• Written justification required • Salary may remain the same if within the new pay grade
Shift Transfer	• Current employee is transferred to a different shift with a higher pay grade. • Viewed as lateral move.	Cannot exceed max of pay grade or budgeted amount on the position	N/A	Oracle workflow required	
Reclassification	A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following: **1. A position conversion is a significant change (defined as 40% or more) to the job description that includes the addition or deletion of significant duties and/or responsibilities. Will include title, grade, and/ or FLSA status change If the conversion results in a position change that is not consistent with the original intent of the position, it will be reviewed by the Budget Office.** **2. A minor reclassification (less than 40%) cannot occur outside of the Salary Study process, with the exception of changes that are due to turnover in a key position (elected/ appointed official, department head or director) or a change to FLSA status as determined by HR.** **3. Human Resources will review all reclassification requests and recommended changes will be placed on the Commissioners Court agenda for approval.** A position can only be reviewed for reclassifications during the annual budget, or between November 1st and February 15th. *May require a public hearing	Civilian positions: Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process L and C chart: Minimum of the pay grade or up to same step of current employee's tenure if slot is filled.	Maximum decrease to the minimum of the new pay grade	Submission of reclassification request through the budget software or HR Sharepoint, as determined by the type of request with back up documentation	Support documentation required: • Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.)
Career Ladder Advancement	A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process, or between November 1st and February 15th.	Based on the steps in the chart or career ladder approved by Commissioners Court. No additional funding is allocated for career ladders.	Based on the steps (when appropriate)	Submission of request through budget software or during Nov 1- Feb 15th timeline, with backup documentation	Documentation of each position that will advance along with the approved career ladder plan

Compensation

Longevity Pay (excludes Commissioned Officers)

Longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

· Full-time employees will accrue the following per pay period:

$24.00 per pay period after five years of employment
$48.00 per pay period after ten years of employment
$72.00 per pay period after fifteen years of employment
$96.00 per pay period after twenty years of employment
$120.00 per pay period after twenty-five years of employment

· Longevity pay begins with the pay period following the completion of five years of employment and increases each five years to a maximum of 25 years (Subject to proration).
· Longevity is paid as a lump sum each December for the previous year, calculated starting from the first pay period in December, with the exception of employees previously authorized to receive payments bi-weekly.

Part-time employees will no longer be eligible for longevity effective November 18, 2016.

Statutory Longevity Pay – Commissioned Officers

Commissioned officers in the Sheriff's Office are eligible to accrue statutory longevity pay (Texas Code – 152.074), at the rate of $5 per month for each year of service (up to a maximum of 25 years) after the first year anniversary of their certification as a peace officer.

Longevity for Commissioned Officers is paid bi-weekly.

Tenure Pay Scale Compensation Policies

Positions will be included on the Tenure Pay Scale as determined appropriate by the Human Resources Department and the Elected/Appointed Official. Approval by Commissioners Court is required. All policies below are contingent on available budget or available position budget, depending on the time of year. Years of service are based on continuous service (with no break of more than 90 days as a regular employee in an approved tenure pay scale position in the Sheriff's office, the offices of the County Attorney or District Attorney, or in any Constable's office. Employees transferring between these departments may receive credit for their current step based on available budget and the approval of the hiring department and/or Commissioners.

Compensation

Tenure Salary/Position Changes

Type	Policy	Pay + Pay -	Approval Process	Additional Documentation
Annual Step/Tenure Progression	Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court. Employees with less than six (6) months of service as of the first full pay period in October will advance to the next step after 6 months of service at Williamson County, and following the first full pay period after Commissioner Court approval. Step/tenure progression ends at the top step of each position rank.	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion	When a current employee is promoted to a higher ranking position, the tenured grade is based on years of service, pending budget availability.	See Tenured Pay Chart	Oracle workflow required	May be required
Demotion	When a current employee is demoted to a lower ranking position, the tenured grade is based on years of service.	See Tenured Pay Chart	Oracle workflow required	May be required

Tenure Salary/ Position Changes

Type	Policy	Pay+ Pay -	Approval Process	Additional Documents
Certification Pay	Certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active duty position in a law enforcement or corrections capacity with the County. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. For new hires, certification pay will be paid based on certification level at the date of hire. This pay must be added into the regular rate of pay when calculating overtime. Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.	• Law enforcement officers--$60 per month for Advanced Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Corrections officers--$60 per month for Advanced • Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Certification pay may move with the employee to accommodate promotions/ position changes within the department.	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit	Credits for Prior Service may apply- See Prior Service Credit	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Prior Service Credit	Qualified law enforcement applicants and current officers can receive prior service credit	• Maximum amount for external hire is current funding on vacant position • Prior service credit is only granted at original date of hire or when an existing employee receives a promotion.	TCOLE service verification must be submitted	TCOLE Service Verification required
Transfer from Law Enforcement To Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous of tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

Employee Responsibilities

Personal Conduct

Type	Policy	
Tobacco Free Workplace	Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to an including termination of employment.	
Drug and Alcohol Testing Policy	Williamson County is committed to a safe workplace. In compliance with Federal and State laws pre-employment, random and post-accident (or near accident) drug and/or alcohol testing may be required for potential or current employees in positions that are mandated by law. Additionally, drug and/or alcohol testing may be required for positions identified as safety sensitive or for reasonable suspicion. Reasonable suspicion includes the report of observation of drug/alcohol use or the suspicion of such, determined by the employee's supervisor. The supervisor must then consult with the Human Resources Department.	
	Refusal	Refusal to submit to a drug test may result in immediate termination of employment
	Positive Results	
	Employees with a positive test result may be subject to immediate termination, if determined appropriate based on factors related to the matter (i.e. safety concerns, job performance, etc.)	
	Pre-Employment	An applicant with a confirmed positive drug/alcohol test will not be hired and cannot be considered for employment for a period of one year after the confirmed positive result.
	Random	First Offense - An employee with a confirmed random positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/ treatment will result in immediate termination of employment. Once documentation is provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed random positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. Post-Accident/Near Accident- Any employee with a confirmed post-accident drug/ alcohol test will be terminated immediately.
	Reasonable Suspicion	First Offense - An employee with a confirmed reasonable suspicion positive drug/ alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed reasonable suspicion positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.

Employee Responsibilities

Personal Conduct

Type	Policy
Sexual Harassment	Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: *Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment. *Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment. *Off duty actions may constitute sexual harassment. Examples of sexual harassment: • Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks. • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches. • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings. Other prohibited harassment: • Any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, color, gender, religion, national origin, disability, age or sexual orientation when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment. *Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs.* Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals: o Their Supervisor o The next level of management above their Supervisor o The Human Resources Department Reporting: All complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. Violations may result in disciplinary action up to and including termination of employment. All complaints will be investigated. Disciplinary Measures Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.
Arrest/Criminal Conviction	Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.

Employee Responsibilities

Personal Conduct

Type	Policy
Political Activity	Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may not: • Use official authority or influence to interfere with, or affect the result of an election or nomination for office. • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose. County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.
Solicitation	Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Electronic Systems Use Policy located in the Policy Center
Retaliation	If an employee reports a violation of the law to an appropriate law enforcement authority, they cannot be suspended, terminated, or otherwise discriminated against by the County or an Elected Official. This policy prohibits retaliation against public employees who report official wrongdoing including sexual harassment.
Attendance	Employees are expected to be at work, on time and to complete their scheduled shifts. Employees that miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice.
Gifts/Gratuities	The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 include specific definitions and details regarding gifts, gratuities and bribery for public servants. A public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following: (even if they have not yet qualified for office or assumed duties) • An officer, employee, or agent of government • A juror or grand juror • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy • An attorney at law or notary public when participating in the performance of a government function • A candidate for nomination or election to public office • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so It is the responsibility of the employee, officer or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium.
Outside Employment	Outside employment is acceptable, as long as it is outside the hours they are scheduled to work for the County. Also as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.

Employee Responsibilities

Discipline

Discipline may include both corrective action and more conclusive measures, including termination. The appropriate level of discipline will be determined based on the facts of the disciplinary violations. Below are some examples of violations of workplace conduct:

- Insubordination
- Conduct unbecoming of a County employee
- Abuse of sick leave
- Conviction of a crime
- Violence in the work place
- Poor attendance
- Theft
- Poor job performance
- Harassment
- Discrimination
- Retaliation

This list is not all inclusive

Grievance Policy and Procedure

Summary

For employees in offices of Elected Officials, the grievance process defined by the Elected Official should be followed. Elected Officials are the final appeal level for their respective departments.

This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Procedures for Employees in Non-Elected Office Departments

Employees may file a grievance at any time and cannot be retaliated against for the filing of the grievance. Employees are encouraged to discuss any issues with their supervisors/managers prior to filing a grievance.

For procedures to follow in the event of a grievance by an elected official, see:

- Chapter 152, Sec. 152.014 Local Government Code

Informal Grievances

An informal grievance is presented verbally. The first step in the informal grievance procedure:

- Attempt to resolve the grievance by an informal conference with the Supervisor.
- However, if the official or department head is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity the employee should immediately contact the Human Resource department.
- If the informal conference does not result in a satisfactory resolution of the problem, the formal grievance steps should be followed.

Employee Responsibilities

Grievance Policy and Procedure

Formal Grievances

The steps for a formal grievance are as follows:

1) Must be in writing, signed and presented to the supervisor of the employee submitting the grievance, within 20 business days after the alleged issue occurred. A statement of the specific corrective action requested must be included in the written grievance. Grievance may be emailed to their supervisor, however, a copy must be printed, signed, and dated and given to their supervisor.
    - In the event that it would be inappropriate to address the grievance with said supervisor, such as when the supervisor is the wrongdoer, the employee should go to the department head or elected official.
    - If the department head or elected official is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity, the employee should contact Human Resources.
2) After being presented with a written and signed grievance, the supervisor will:
    - Meet with the employees involved and other people necessary to gather the facts.
    - Immediately notify the Department Head and the Human Resource Department.
    - Attempt to resolve the grievance with the employee.
    - Communicate the decision in writing within 20 business days after the receipt of the grievance.
    - Send a copy of the proposed resolution to the elected official/department head and the Human Resources Department.
3) If the employee filing the grievance does not receive a written resolution from the supervisor within 20 business days, from the date the grievance was filed or is not satisfied with the proposed resolution, then:
    - They must file a written appeal, within ten business days, with the department head along with a copy to the Human Resource Department.
4) The Department Head will review the facts and the file, and may investigate the charges personally or through a designee.
    - The person(s) conducting the investigation may meet with the parties involved.
    - The Department Head/ Elected official will respond in writing to the employee within 20 business days of the date the appeal was received.
5) If the Department Head is appointed by the Commissioners Court, Juvenile Probation Board, or District Judges, and the employee who submitted the grievance does not receive a written resolution from the Department Head within 20 business days of the date the grievance was appealed, (or if unsatisfied with the appointed Department Heads proposed resolution)
    - A written appeal must be filed within ten business days, with the appropriate appointing authority (i.e., Commissioners Court, Juvenile Probation Board, or District Judges) through the Human Resource Department.
6) The appropriate appointing authority will then review the facts and the file and conduct an investigation, if deemed appropriate, before deciding. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact-finding on behalf of the County may be appropriate depending upon the grievance and may increase the 20 business days response time, accordingly.

Social Media

While Williamson County encourages employees to enjoy and make good use of your off-duty time, certain activities may become a problem if they affect their work. An employee's online presence can reflect on Williamson County. The lines between public and private, personal and professional information are blurred in this context. Be aware that comments, posts, or actions captured via digital or film images can affect the image of Williamson County. If an employee is posting to personal networking sites and speaking about job- related content or about the County, the employee should identify him/herself and use a disclaimer to make it clear that the views are not reflective of the views of County. Subject to the restrictions below, generally, employees may use personal social media any way they choose. With these goals in mind, employees must follow these rules in their use of social media, both on and off duty:

- Employees are prohibited from publishing any personal information about themselves, another employee of Williamson County, applicants, or an associate of Williamson County in any public medium (print, broadcast, digital, or online) in any format (written, video or image) that:
    - Has the potential or effect of involving themselves, co-workers, or Williamson County in any kind of dispute or conflict with other employees or third parties.
    - Interferes with the work of any employee.
    - May create a harassing, demeaning, or hostile working environment for any employee.
    - Disrupts the smooth and orderly flow of work within the office, or the delivery of services to Williamson County's taxpayers or customers.
    - Harms the reputation of Williamson County among its taxpayers or in the community at large.
    - States falsities or is defamatory of others and the County.
    - Reveals information that should be treated as confidential (by law) and/or information regarding the personal or private conduct, health information, and affairs of that person and interaction with other people that is unrelated to the person's job performance or official duties for Williamson County is personal information.

- Workplace personal conduct standards, including but not limited to equal opportunity, anti-harassment and anti-discrimination, apply at all times. This prohibits posts containing obscene or sexually explicit language, images, acts and statements. Other forms of postings that ridicule, malign, disparage or otherwise express bias against any race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals are also prohibited.
- Employees may not use County equipment or facilities for non-work-related activities or business including social media. Personal social media activities should not be conducted while working or on the clock.
- Conducting oneself in such a way that his/her actions and relationships with others could become the object of gossip in the office, or causing unfavorable publicity for Williamson County in the community, is prohibited.
- If an employee creates a personal blog, they must provide a clear disclaimer that the views expressed in the blog are theirs alone, and do not represent the views of Williamson County. All information published on any blog(s) or other posting(s) should comply with Williamson County confidentiality and disclosure policies. This also applies to comments posted on other social networking sites, blogs and forums
- The Commissioners Court strongly recommends all County Departments/Offices abide by the Social Media Policy above.
- <u>Any violations of this policy are subject to disciplinary action, up to and including termination.</u>



DOT Regulated Drug & Alcohol Testing

Introduction

This policy outlines the responsibilities of employees, supervisors and managers with regard to drug and alcohol testing of employees in safety-sensitive positions in accordance with U.S. Department of Transportation regulations, issued under the Omnibus Transportation Employee Testing Act of 1991.

Policy Statement

It is the policy of the County to comply fully with the regulations mandating pre-use, random, reasonable suspicion and post-accident drug and alcohol testing in accordance with regulations issued by the U.S. Department of Transportation. This policy applies to employees whose job requires them to obtain and retain a Commercial Drivers License (CDL) and operate a Commercial Motor Vehicle (CMV) and/or perform safety-sensitive functions.

Designated Employee Representative:

Human Resource Generalist II

Servicing the Departments of Infrastructure, Unified Road Systems and Fleet Services.

512-943-1533, humanresources@wilco.org

Definitions

Performing a Safety-Sensitive Function: Any period in which the employee is actually performing, ready to perform, or immediately able to perform any safety-sensitive functions.

Safety-Sensitive Function: Any of the on-duty functions set forth in 49 CFR 395.2, and on-duty time.

On Duty Time: All the time from the time a driver begins work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. On-duty time shall include:

- All time at the County or shipper plant, terminal, facility, or other property of the County or shipper, or on public property, waiting to be dispatch, unless the driver has been relieved from duty by the County.
- All time inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- All time spent at the driving controls of a commercial motor vehicle.
- All time, other than driving time, spent on or in a commercial motor vehicle.
- All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- All time spent performing the driver requirements associated with an accident.
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- All time spent providing a breath sample or urine specimen, including travel time to and from the collections site, to comply with the random, reasonable suspicion, post-accident, or follow up testing required by 49 CFR 385.2.
- Performing any other work in the capacity, employ, or service of the County.
- Performing any compensated work for a person who is not the County.

DOT Regulated Drug & Alcohol Testing

Prohibited Conduct

Alcohol Concentration

No employee shall report for duty or remain on duty requiring the performance of a safety-sensitive functions while having an alcohol concentration of 0.02 or greater, or perform or continue to perform safety-sensitive functions.

On-Duty Use

No employee shall use alcohol while performing safety-sensitive functions.

Pre-Duty Use

No employee shall perform safety-sensitive functions within four hours after using alcohol.

Use following an accident

No employee required to take a post accident alcohol test, shall use alcohol for eight hours following the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first.

Refusal to Submit a Required Alcohol or Controlled Substance Test

No applicant shall refuse to submit to a pre-employment controlled substance test required under 382.301. No employee shall refuse to submit to a post accident alcohol or controlled substance test required under 382.303, a random alcohol or controlled substances test under 382.305, a reasonable suspicion alcohol or controlled substance test required under 382.307, a return-to-duty alcohol or controlled substances test required under 382.309, or a follow -up alcohol or controlled substance test required under 382.311. No employee shall perform or continue to perform safety-sensitive functions, who refuses to submit to such tests.

Controlled Substance Use

No employee shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drugs or substances identified in 21 CFR 1308.11 Schedule I.

No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-schedule I drug or substance that is identified in the other schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 382.107, who is familiar with the employees medical history and has advised the driver that the substance will not adversely affect the employees ability to safely operate a commercial motor vehicle. Employees that perform safety-sensitive functions are required to inform Human Resources of any therapeutic drug use.

Controlled Substance Testing

No employee shall report for duty, remain on duty or perform a safety-sensitive function, if the employee tests positive or has adulterated or substituted a test specimen for controlled substances.

Employee violations of prohibited conduct are not authorized by Williamson County to operate a commercial motor vehicle or perform any safety-sensitive functions.

DOT Regulated Drug & Alcohol Testing

Circumstances for Testing

Types of Tests: To the extent practicable, all tests will be conducted during employees' normally scheduled work hours. All testing required by this policy will be conducted in accordance with the Omnibus Transportation Employee Testing Act of 1991 and drug testing guidelines and regulations issued by the Department of Transportation. The following tests are performed by 3rd party medical personnel and are required:

- **Pre-employment:** All applicants with a bona-fide job offer for employment in CDL positions or that perform safety-sensitive functions, candidates for transfer or promotion to such positions are subject to screening for improper use of alcohol or controlled substances.
- **Post-Accident.** Conducted following an occurrence involving a County owned commercial motor vehicle, while performing a safety–sensitive function, whose performance could have contributed to the accident, as determined by a citation for a moving traffic violation, or resulted in bodily injury to any person, or disables one or more motor vehicles as a result of the accident, and for all fatal accidents even if the driver is not cited for a moving traffic violation. Employee must remain available for such testing or will be deemed a refusal.
    - Alcohol tests should be conducted within 2 hours, but in no case more than 8 hours, after the accident.
    - Any Employee required to be tested but needs medical assistance, must get the needed medical assistance first.
    - CDL employees must refrain from all alcohol use until the test is complete.
    - Post-accident drug tests must be conducted within 32 hours.
    - Employee is placed on paid administrative leave until the results are confirmed.
- **Reasonable Suspicion.** Conducted when a trained supervisor or manager observes behavior or appearance that is characteristic of alcohol or illicit drug misuse.
    - If a CDL employee's behavior or appearance suggests alcohol or drug misuse, a reasonable suspicion test must be conducted.
    - If a test cannot be administered, the employee must be removed from performing safety-sensitive duties for at least 24 hours.
    - Testing for alcohol abuse must be based upon suspicion which arises just before, during or just after the time when the employee is performing safety-sensitive duties.
    - Testing for substance abuse may occur at any time upon suspicion.
    - Reasonable suspicion testing may only be conducted after consultation with the Senior Director of Human Resources and/or DER.
- **Random**: Conducted on a random, unannounced basis just before, during or after performance of safety-sensitive functions for alcohol or at any time for drugs.
    - Each year, the number of random alcohol tests conducted by the County must equal at least 25% of all the safety-sensitive CDL employees.
    - Random drug tests conducted by the County must equal at least 50% of all employees that require a CDL or perform safety-sensitive functions.
- **Return to Duty:** Conducted when an individual who has violated the prohibited alcohol or drug standards returns to performing safety-sensitive duties after successful complying with the recommended treatment and education, verified by the 3rd party substance abuse professional (SAP).
    - The Sap will develop the employees follow-up testing plan; outlining for the County the number and frequency of follow-up testing that will take place. Follow-up tests are random within the follow up period.
    - Must test negative for Drug and Alcohol prior to returning to duty.
    - Follow-up testing may be extended for up to sixty (60) months following the return to duty, determined by the SAP.

DOT Regulated Drug & Alcohol Testing

Testing Procedures

- **Alcohol:** DOT rules require breath testing using evidential breath testing (EBT) devices.
    - Two breath tests are required to determine if a person has a prohibited alcohol concentration.
    - A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. Therefore, any result with a 0.02 alcohol concentration or greater is considered a "positive" test. If the alcohol concentration is 0.02 or greater, a second, confirmation test must be conducted.
- **Drugs:** Drug testing is conducted by analyzing a employee's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility, which may conduct onsite collections.
    - Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised.

    DOT rules require a split specimen procedure.

    - Each urine specimen is subdivided into two bottles labeled as primary and split.
    - Both bottles are sent to the laboratory.
    - Only the primary specimen is opened and used for the urinalysis.
    - The split specimen remains sealed at the laboratory.
    - If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.

    All urine specimens are currently analyzed for the following drugs:

    Marijuana (THC), Amphetamines, Opioids, Phencyclidine (PCP) and Cocaine.

Testing is conducted using a two-stage process.

- First, a screening test is performed.
- If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug.
- Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

All drug tests are reviewed and interpreted by a 3rd party physician designated as a Medical Review Officer (MRO) before they are reported to the County.

- If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen.
- For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. The MRO will take into consideration when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- If the MRO determines that the drug use is legitimate, the test will be reported to the Designated Employer Representative and the Senior Director of Human Resources as a negative result.
- Failure to cooperate with MRO requests will be considered a positive result.

DOT Regulated Drug & Alcohol Testing

Refusal to Submit to an Alcohol or Drug Test

Refusal to submit to an alcohol or controlled substances test means that a CDL employee:

- Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this policy.
- Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this policy.
- Refuses to wash his or her hands after being directed to do so during collection of a urine sample.
- Admits to the collector of a urine sample that he or she has adulterated or substituted their specimen.
- An observed collection of a urine sample, fails to follow the observer's instructions to raise his or her clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if he or she has any type of prosthetic or other device that could be used to interfere with the collection process.
- Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
- Behaves in a confrontational way that disrupts the collection process or otherwise engages in conduct that clearly obstructs the testing process.

The examples above are not all inclusive as there are other acts and circumstances that may be deemed as a refusal under Part 40 and DOT regulations. Refusal to test is considered a positive result. Employees who refuse to submit to an alcohol or drug test are prohibited from performing safety-sensitive functions and will be placed on unpaid administrative leave.

Consequences of Alcohol/Drug Misuse and Refusals

Employees who perform safety-sensitive function that violate any of the prohibited conduct under the DOT Regulated Drug & Alcohol Testing policy or violates any other provisions of the DOT testing rules, the employee will be immediately removed from performing such duties.

- Disciplinary action, up to and including termination, may be imposed upon an employee who performs safety-sensitive functions that engages in prohibited alcohol or drug conduct or refuses to test.
    - A positive post-accident alcohol or drug test will result in termination.
    - The first time an employee alcohol test result is 0.02 or greater, but less than 0.04 will be placed on unpaid administrative leave for a minimum of 24 hours.
    - A second alcohol test with a result of 0.02 or greater, but less than 0.04 must be evaluated by a DOT approved substance abuse professional, and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
- The first time a safety-sensitive employee tests positive for alcohol use greater than 0.04 or drug use, or refuses to test, and is not terminated, they must be evaluated by an DOT approved substance abuse professional (SAP), and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
    - If this employee has agreed to participate in the SAP program and Return–to-Duty testing, he/she will be placed on unpaid administrative leave, unless FMLA qualifications are met, until the SAP program has been deemed successfully completed by the substance abuse professional.
    - After successfully completing the SAP requirements, the employee may be eligible to return to work.
    - If this employee tests positive for alcohol greater than 0.02 or drug use, a second time during the return to duty testing or after successful completion of the SAP/Return to Duty program, will be terminated.

DOT Regulated Drug & Alcohol Testing

Information/Training

- All personnel responsible for supervising and managing CDL employees must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.
    - Supervisors and managers will be instructed on the detection of abuse problems and the enforcement of the testing policy.
- Educational information will be made available on Wilco 365 which will focus on the potentially dangerous effects of drug and alcohol use and abuse, the effects on job performance measured in loss of productivity, and the potential safety hazards presented to the individual employee, other employees and the public.

Employee Assistance Program

- All employees have access to Williamson County's EAP where they may receive assistance for alcohol or drug misuse.

This Policy is a summary of the various rules and requirements that apply under the DOT and Federal Motor Carrier Act to certain employees. In all circumstances the applicable federal rules and regulations, as they may appear from time to time, control over any contrary, ambiguous, or omission related to the County Policy. Employees with questions about any issues related to the County's Policy or applicable rules should consult with the Designated Employer Representative or the Senior Director of Human Resources.

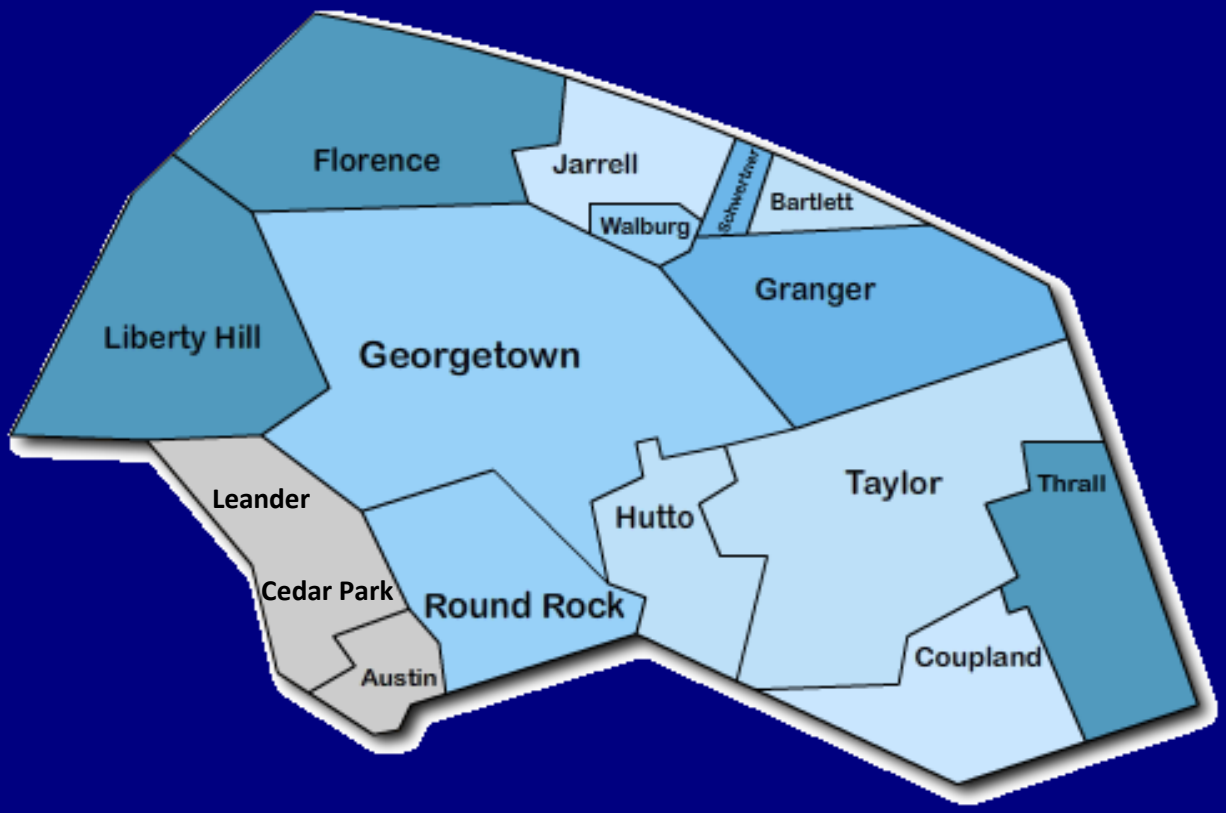
For additional policy information contact the Human Resources Department or visit the policy center.

100 Wilco Way Suite HR101

Georgetown, TX 78626

512-943-1533

HUMAN RESOURCES



Commissioners Court - Regular Session **31.**

Meeting Date: 08/03/2021

Facilities Budget Amendment for 2021 Budget

Submitted By: Pam Navarrette, 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 circumstance to approve a budget amendment to acknowledge additional revenues for the General Fund.

Background

The budget amendment recognizes insurance proceeds received for repairs on the Jail loading dock bollard. The proceeds are being used to offset the repairs on the damaged Jail loading dock bollard.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$1,375.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 09:46 AM
Form Started By: Pam Navarrette		Started On: 07/22/2021 01:59 PM
Final Approval Date: 07/29/2021		

Commissioners Court - Regular Session **32.**

Meeting Date: 08/03/2021

Facilities Budget Amendment for 2021 Budget

Submitted By: Pam Navarrette, 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 to approve a budget amendment to acknowledge additional expenditures for Facilities.

Background

The budget amendment recognizes insurance proceeds received for repairs on the Jail loading lock bollard. The proceeds are being used to offset the expenditures on the damaged Jail loading dock bollard.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0509.004510	Facilities Repairs	$1,375.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 09:47 AM
Form Started By: Pam Navarrette		Started On: 07/22/2021 02:08 PM
Final Approval Date: 07/29/2021		

Commissioners Court - Regular Session **33.**

Meeting Date: 08/03/2021

Approve the Amended and Restated PSA with BLGY, Inc, RFQ 2832

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 approving the Amended and Restated Professional Service Agreement (PSA) with BLGY, Inc. for the Children's Advocacy Center Addition, RFQ #2832, and authorizing the execution of the agreement. Funding source is P503.

Background

BLGY, Inc. is under contract to provide Architectural and Engineering Services for the Children's Advocacy Center Addition project. Due to the change in procurement method to the Construction Manager at Risk method (CMAR) and updating the agreement to reflect the current standard terms coordinated through the Legal and Audit Departments, the Facilities team is recommending to amend and restate the original PSA with BLGY, Inc. to match the current PSA template. There are no changes to the original agreement amount of $736,556.00 nor the termination date. The department point of contact Trenton Jacobs. The funding source is P530.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amended and Restated Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/29/2021 09:31 AM
County Judge Exec Asst.	Becky Pruitt	07/29/2021 09:35 AM
Form Started By: Johnny Grimaldo		Started On: 07/21/2021 11:39 AM
Final Approval Date: 07/29/2021		

FIRST AMENDED AND RESTATED AGREEMENT FOR ARCHITECTURAL & ENGINEERING SERVICES

PROJECT: **Children's Advocacy Center Addition** ("Project")

ARCHITECT/ENGINEER: **BLGY, Inc.** ("A/E")
Benny L. Hawkins, AIA, President
8001 Centre Park Dr., Suite 150
Austin, Texas 78754

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

THIS FIRST AMENDED AND RESTATED AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES ("Amended Agreement") 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 body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to **construct a new building adjacent to the existing Children's Advocacy Center to accommodate expanded operations;** and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AMENDED AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

Contract Documents consist of this Amended Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Amended Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Amended Agreement, and all are as fully a part of this Amended Agreement as if attached to this Amended Agreement or repeated herein.

2.2 Existing Information.

County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E.

2.3 Project Documents.

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

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

2.3.2
Americans with Disabilities Act (ADA)

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

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

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

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Amended Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Amended Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Amended Agreement without liability or, in its discretion and at its sole election, to deduct from the Amended Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

3.3 Financial Interest Prohibited.
A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Amended Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Amended Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.3
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

4.3.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.3.2

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

4.3.3

The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Amended Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFOMANCE

5.1 Commencement.

A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up **Seven Hundred Thirty-Six Thousand, Five Hundred Fifty-Six Dollars ($736,556)** hereinafter called the "Basic Fee", plus the amount payable under **Article 7** (Additional Services and Charges).

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Amended Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence

the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Seven Thousand, Three Hundred Sixty-Six Dollars ($ 7,366)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon the method and rates set forth in **Exhibit B**.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Amended Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required. Furthermore, in no event will County be obligated to compensate A/E for any Additional Services and charges in an amount more than **Twenty-Nine Thousand, Four Hundred Sixty-Two Dollars ($ 29,462)**.

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

8.1 Time of Payment.

During the performance of the services provided for in this Amended Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the services to be provided under this Amended Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services. For amounts payable under **Article 7** which have not been previously billed or paid, A/E shall submit a sworn statement to County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services provided for by this Amended Agreement which were completed during such calendar month plus the amounts payable under **Article 7** which have not been previously billed or paid. In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an

individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of A/E certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Amended Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

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

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

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Amended Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Amended Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Amended Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Amended Agreement is as follows:

BLGY, Inc.
Benny L. Hawkins, AIA, President
8001 Centre Dr.; Suite 150
Austin, Texas 78754

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Amended Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated

Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Amended Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Amended Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Amended Agreement, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

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

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

A/E: BLGY, Inc.
8001 Centre Park Dr., Suite 150
Austin, Texas 78754

Attention: Benny L. Hawkins, AIA
President

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services does not satisfy the terms of this Agreement then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Amended Agreement or preclude the attainment of Project Basic Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Amended Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

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

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in **Exhibit A** have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E, who shall perform any required Basic Services and resubmit to County. This process shall be repeated until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

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

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

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

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

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

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E

certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AMENDED AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AMENDED AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY

EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1
Worker's Compensation in accordance with statutory requirements.

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

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

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

25.2 Additional Insureds; Waiver of Subrogation.

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

25.3 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.5 Insurance Company Rating.

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

25.6 Certification of Coverage.

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 No Arbitration.

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

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

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

25.9.1

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

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

25.10.1
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records identifying each individual performing services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual, and the

total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers, and records of A/E which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.

The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

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

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

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

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to

this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Amended Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
BLGY, Inc.

By: Benny L. Hawkins
Signature

Benny L. Hawkins
Printed Name

President, C.E.O.
Title

Date Signed: 7/27/21

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

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

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

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

until County accepts the submittal as reasonably complete.

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

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

SCOPE OF WORK:

Williamson County Children's Advocacy Center
1811 SE Inner Loop, Georgetown, Texas 78626
Project#: P530

Plan, design, document, facilitate Construction Manager At-Risk (CMAR) bidding process, and provide Construction Administration and close-out coordination and documentation for a new building adjacent to the existing Children's Advocacy Center to accommodate expanded operations.

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

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

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

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

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

Phase II - DESIGN DEVELOPMENT - Plans, Specifications and Estimate

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

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

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

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

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

A. Prepare complete plans, specifications, and engineering calculations (without professional seals) setting forth in detail the work required for the structural, mechanical, plumbing, and electrical work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

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

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

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

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

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

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

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

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

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

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

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

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

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

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

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

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

C. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

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

E. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

F. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

G. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

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

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

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

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

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

EXHIBIT B

FEE SCHEDULE / HOURLY RATES

This schedule indicates fees by Phase of the Basic Fee:		**$**	**736,556**	100%
61%	**BLGY Architecture**	**$**	**452,566**	
	BLGY Fee Reduction	$	(22,022)	
17%	**Halff Associates - Civil Engineering**	**$**	**128,115**	
6%	**Datum Engineers - Structural Engineering**	**$**	**42,000**	
10%	**Hendrix Consulting Engineers - MEP Engineering**	**$**	**73,582**	
3%	**Studio 16:19 - Landscape Architecture**	**$**	**21,095**	
5%	**True North Consulting Group - Data/ Comm/ Security**	**$**	**33,720**	
1%	**BAI - Acoustics**	**$**	**7,500**	

Phase I - SCHEMATIC DESIGN	**$**	**117,173**	16%
BLGY Architecture	$	70,853	
Halff Associates - Civil Engineering	$	24,210	
Datum Engineers - Structural Engineering	$	6,305	
Hendrix Consulting Engineers - MEP Engineering	$	8,260	
Studio 16:19 - Landscape Architecture	$	1,985	
True North Consulting Group - Data/ Comm/ Security	$	4,060	
BAI - Acoustics	$	1,500	
Phase II - DESIGN DEVELOPMENT	**$**	**170,658**	23%
BLGY Architecture	$	121,358	
Halff Associates - Civil Engineering	$	18,100	
Datum Engineers - Structural Engineering	$	8,545	
Hendrix Consulting Engineers - MEP Engineering	$	11,005	
Studio 16:19 - Landscape Architecture	$	5,380	
True North Consulting Group - Data/ Comm/ Security	$	4,020	
BAI - Acoustics	$	2,250	
Phase III - CONSTRUCTION DOCUMENTS	**$**	**275,541**	37%
BLGY Architecture	$	143,166	
Halff Associates - Civil Engineering	$	71,735	

Datum Engineers - Structural Engineering	$	16,290	
Hendrix Consulting Engineers - MEP Engineering	$	22,200	
Studio 16:19 - Landscape Architecture	$	8,780	
True North Consulting Group - Data/ Comm/ Security	$	11,120	
BAI - Acoustics	$	2,250	
Phase IV - REGULATORY REVIEW AND PERMITS	**$**	**-**	0%
Phase V - BIDDING, AWARD, AND EXECUTION	**$**	**17,139**	2%
BLGY Architecture	$	7,704	
Halff Associates - Civil Engineering	$	3,150	
Datum Engineers - Structural Engineering	$	1,000	
Hendrix Consulting Engineers - MEP Engineering	$	2,740	
Studio 16:19 - Landscape Architecture	$	1,050	
True North Consulting Group - Data/ Comm/ Security	$	1,120	
BAI - Acoustics	$	375	
Phase VI - CONSTRUCTION ADMINISTRATION	**$**	**141,242**	19%
BLGY Architecture	$	97,817	
Halff Associates - Civil Engineering	$	8,895	
Datum Engineers - Structural Engineering	$	8,750	
Hendrix Consulting Engineers - MEP Engineering	$	9,720	
Studio 16:19 - Landscape Architecture	$	2,620	
True North Consulting Group - Data/ Comm/ Security	$	12,690	
BAI - Acoustics	$	750	
Phase VII - PROJECT CLOSE-OUT	**$**	**36,825**	5%
BLGY Architecture	$	11,668	
Halff Associates - Civil Engineering	$	2,025	
Datum Engineers - Structural Engineering	$	1,110	
Hendrix Consulting Engineers - MEP Engineering	$	19,657	
Studio 16:19 - Landscape Architecture	$	1,280	
True North Consulting Group - Data/ Comm/ Security	$	710	
BAI - Acoustics	$	375	

Prime Consultant and Subconsultant individual hourly rate schedules attached below:

CPI Rate Adjustments: Rates shall remain firm for the first year of the Agreement and such rates shall be deemed the "Initial Base Rates". A/E must request rate adjustments, in writing, at least **thirty (30) days** prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective **thirty (30) days** after County receives A/E's written request. No retroactive rate adjustments will be allowed. All rate adjustments and modifications shall be set forth in a written fully executed amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **One Thousand, Ninety-Five (1,095) calendar days** from the date of this Agreement.

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

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

Agreement Execution Date	***05/19/20***
Amended Agreement Execution Date	*07/27/21*

Phase I - SCHEMATIC DESIGN

Preliminary Scope and Budget analysis deliverables	*07/21/20*
30% Plans, Specifications and Estimate deliverables	*08/31/20*
County written authorization to proceed to next phase	*09/21/20*

Phase II - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables	*01/28/21*
County written authorization to proceed to next phase	*07/01/21*

Phase III - CONSTRUCTION DOCUMENTS

Site Development Plans application submittal to City	08/23/21
Complete Plans and Specifications deliverables	09/03/21
County written authorization to proceed to next phase	09/13/21

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications deliverables to County	09/20/21
Plans submittal to TDLR and Permit application submittal to City	09/27/21
Construction Permits received from City	11/19/21

Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans/ Specifications and Estimate deliverables to County	11/26/21
Phase VI - CONSTRUCTION ADMINISTRATION⚜	
Contractor Notice to Proceed	11/16/21
Construction Substantial Completion	09/28/22
Phase VII - PROJECT CLOSE-OUT	
Record Documents deliverables	10/28/22
Agreement Termination Date	**05/19/23**

EXHIBIT D

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.

2.2 County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50-mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50-mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that

a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 County will only reimburse up to a coach price fare for air travel.

5.2 County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of **Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d)**, all expense reimbursement requests must include the following:

7.2.1 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of

its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expenses

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards

10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries, and service

10.11 Transportation/mileage to places of entertainment or similar personal activities

10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available

10.14 Excessive weight baggage fees or cost associated with more than two airline bags

10.15 Auto repairs

10.16 Babysitter fees, kennel costs, pet, or house-sitting fees

10.17 Saunas, massages, or exercise facilities

10.18 Credit card delinquency fees or service fees

10.19 Doctor bills, prescription and other medical services

10.20 Hand tools

10.21 Safety Equipment (hard hats, safety vests, etc.)

10.22 Office Supplies

10.23 Lifetime memberships to any association

10.24 Donations to other entities

10.25 Any items that could be construed as campaigning

10.26 Community outreach items exceeding $2 per item

10.27 Technology Fees

10.28 Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

    e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

BLGY, Inc.

Benny L. Hawkins
Signature of Certifying Official

Benny L. Hawkins
Printed Name of Certifying Official

President, C.E.O.
Title of Certifying Official

7/27/21
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by BENNY L. HAWKINS (Signatory Name) the PRESIDENT, CEO (Signatory Title) of BLGY, INC. (Entity Name), on behalf of said firm.

LUCINDA HAGLER
Notary Public, State of Texas
Comm. Expires 11-19-2024
Notary ID 132791610

Lucinda Hagler
Notary Public in and for the
State of Texas

My commission expires: 11/19/2024

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

Commissioners Court - Regular Session **34.**

Meeting Date: 08/03/2021

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.	Becky Pruitt	07/29/2021 09:59 AM
Form Started By: Vicky Edwards		Started On: 07/29/2021 09:49 AM
Final Approval Date: 07/29/2021		

Commissioners Court - Regular Session **35.**

Meeting Date: 08/03/2021

Award IFB T4327 Great Oaks Drive Improvements at Brushy Creek Road

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB T4327 Great Oaks Drive Improvements at Brushy Creek Road to DeNucci Constructors, LLC and authorizing the execution of the agreement. Funding Source is P270.

Background

The Purchasing Department solicited sealed bids for IFB T4327 Great Oaks Drive Improvements at Brushy Creek Road. Seventeen (17) suppliers participated in the solicitation of which seven (7) suppliers submitted a bid. The bids have been reviewed and the apparent low bid, DeNucci Constructors, LLC, was found to be responsive and materially balanced. The DeNucci Constructors, LLC bid was $800,970.89 lower than the Engineer's Estimate, a cost savings of 7.0%. In addition to meeting bid qualifications subject to being the low bidder, DeNucci Constructors, LLC has successfully completed Forest North Drainage Phase 2 Project and is currently the prime contractor for Forest North Drainage Phase 3 Project and Hairy Man Road Project. Based on the references and qualifications for both DeNucci Constructors and A Greater Austin Development Company, Inc., HNTB concurs with the Design Engineer's (P.E. Structural Consultants, Inc.). Recommendation of Award for the Great Oaks Drive Bridge at Brushy Creek contract to DeNucci Constructors, LLC in the amount of $10,580,634.11. Department point of contact will be Whit Friend.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/29/2021 09:19 AM
County Judge Exec Asst.	Becky Pruitt	07/29/2021 09:40 AM
Form Started By: Kim Chappius		Started On: 07/27/2021 09:49 AM
Final Approval Date: 07/29/2021		

Agreement for Construction Services

This Agreement for Construction Services ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Denucci Constructors LLC ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB T4327, Great Oaks Drive Improvements at Brushy Creek; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of ten million five hundred eighty thousand six hundred thirty-four dollars and eleven cents ($10,580,634.11) in accordance with the terms and conditions of this Agreement.

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

As described in the IFB T4327, Great Oaks Drive Improvements at Brushy Creek; including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 **Commencement of Work.** Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 **Substantial Completion.** "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion

thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons, therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: **585 Calendar days from Notice to Proceed**

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 **Final Completion.** The Work shall be fully and finally completed **615 days to Final Completion**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 **Liquidated Damages.** For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **One thousand two hundred eighty-five dollars ($1285/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of

the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work.
b. provide an on-site, full-time superintendent for the duration of the Work.
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required.
d. at Owner's request, attend public meetings and hearings concerning the development of the Work.
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans.
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements.
g. advise Owner of any tests that should be performed.
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work.
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes.
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated, and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work.
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law.
c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work.
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work.
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted doing business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*Including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:	$1,000,000	

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (Including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

e. Builder's Risk Insurance

(*All risks*)

An all-risks policy shall be always in the amount equal to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance

coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services

in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

If an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the

error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance with the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for nor against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected, and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement conflicts 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 regarding the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

CONTRACTOR:

Denucci Constructors LLC

By: Paul T. DeNucci

Printed Name: PAUL T. DENUCCI

Title: MANAGER

Date: 7/26/21

Contractor's Designated Representative:

PAUL T. DENUCCI
8310-1 CAP. TX. HWY. N. #275
AUSTIN, TX 78731

Phone 512-335-0600
Fax 512-342-0600

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78681

Telephone (512) 744-9082
www.hntb.com

July 23, 2021

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

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Great Oaks Drive Bridge at Brushy Creek
Williamson County Project T4327
Recommendation of Contractor Award

Dear Ms. Hancock,

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

1.	DeNucci Constructors, LLC	$10,580,634.11
2.	Capital Excavation Company	$11,486,704.87
3.	J.D. Abrams, LP	$11,571,128.31
4.	James Construction Group, LLC	$12,466,168.00
5.	Jordan Foster Construction, LLC	$12,552,105.00
6.	MA Smith Contracting Co., Inc.	$12,876,881.70
7.	PGC General Contractors	$12,921,424.55

The lowest bidder was $800,970.89 lower than the Engineer's Estimate, a cost savings of 7.0%. In addition to meeting bid qualifications subject to being the low bidder, DeNucci Constructors, LLC has successfully completed Forest North Drainage Phase 2 Project and is currently the prime contractor for Forest North Drainage Phase 3 Project and Hairy Man Road Project.

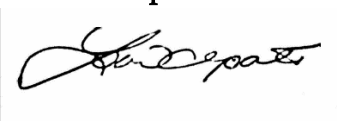
DeNucci Constructors, LLC has acknowledged that subcontractor A Greater Austin Development Company, Inc. will perform the bridge construction scope for this project. A Subcontractor Statement of Experience for A Greater Austin Development Company, Inc. has been provided describing their bridge construction experience for projects similar in size and scope to the bridge work in this contract.

Based on the references and qualifications for both DeNucci Constructors and A Greater Austin Development Company, Inc., we concur with the Design Engineer's (P.E. Structural Consultants, Inc.) Recommendation of Award for the Great Oaks Drive Bridge at Brushy Creek contract to DeNucci Constructors, LLC in the amount of $10,580,634.11.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



Lowell Choate, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Bill Gravell, Jr., Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
T4327 Great Oaks Drive Bridge at Brushy Creek
June 30, 2021

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
DeNucci Constructors	10,580,634.11	1	($800,970.89)	-7.0%	$ -	0.0%
Capital Excavation Company	11,486,704.87	2	$105,099.87	0.9%	$ 906,070.76	8.6%
J.D. Abrams, LP	11,571,128.31	3	$189,523.31	1.7%	$ 990,494.20	9.4%
James Construction	12,466,168.00	4	$1,084,563.00	9.5%	$ 1,885,533.89	17.8%
Jordan Foster Construction	12,552,105.00	5	$1,170,500.00	10.3%	$ 1,971,470.89	18.6%
MA Smith Contracting Co., Inc	12,876,881.70	6	$1,495,276.70	13.1%	$ 2,296,247.59	21.7%
PGC General Contractors	12,921,424.55	7	$1,539,819.55	13.5%	$ 2,340,790.44	22.1%

Williamson County Road Bond Program
T4327 Great Oaks Drive Bridge at Brushy Creek
June 30, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		Capital Excavation		J.D. Abrams	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	26	STA	$ 4,000.00	$ 104,000.00	$ 3,500.00	$ 91,000.00	$ 3,750.00	$ 97,500.00	$ 30,000.00	$ 780,000.00
2	104-6009	REMOVING CONC (RIPRAP)	29	SY	$ 20.00	$ 580.00	$ 24.00	$ 696.00	$ 18.80	$ 545.20	$ 12.00	$ 348.00
3	104-6022	REMOVING CONC (CURB & GUTTER)	2,312	LF	$ 15.00	$ 34,680.00	$ 2.00	$ 4,624.00	$ 4.75	$ 10,982.00	$ 4.50	$ 10,404.00
4	104-6024	REMOVING CONC (RETAINING WALLS)	98	SY	$ 51.00	$ 4,998.00	$ 24.00	$ 2,352.00	$ 52.40	$ 5,135.20	$ 51.00	$ 4,998.00
5	104-6026	REMOVING CONC (GUTTER)	76	LF	$ 15.00	$ 1,140.00	$ 2.00	$ 152.00	$ 8.45	$ 642.20	$ 6.50	$ 494.00
6	104-6028	REMOVING CONC (MISC.)	5	SY	$ 1,000.00	$ 5,000.00	$ 24.00	$ 120.00	$ 75.60	$ 378.00	$ 15.00	$ 75.00
7	104-6036	REMOVING CONC (SIDEWALKS OR RAMPS)	983	SY	$ 20.00	$ 19,660.00	$ 24.00	$ 23,592.00	$ 10.75	$ 10,567.25	$ 12.00	$ 11,796.00
8	105-6020	REMOVING STABILIZED BASE AND ASPHALT (12")	3,136	SY	$ 7.00	$ 21,952.00	$ 24.00	$ 75,264.00	$ 2.45	$ 7,683.20	$ 6.50	$ 20,384.00
9	105-6077	REMOVING STABILIZED BASE AND ASPHALT (8")	487	SY	$ 7.00	$ 3,409.00	$ 24.00	$ 11,688.00	$ 8.85	$ 4,309.95	$ 7.50	$ 3,652.50
10	105-6105	REMOVING STABILIZED BASE AND ASPHALT (15")	3,326	SY	$ 8.00	$ 26,608.00	$ 24.00	$ 79,824.00	$ 7.40	$ 24,612.40	$ 8.00	$ 26,608.00
11	110-6001	EXCAVATION (ROADWAY)	2,073	CY	$ 15.00	$ 31,095.00	$ 5.00	$ 10,365.00	$ 28.00	$ 58,044.00	$ 13.00	$ 26,949.00
12	110-6002	EXCAVATION (CHANNEL)	5,924	CY	$ 15.00	$ 88,860.00	$ 5.00	$ 29,620.00	$ 28.00	$ 165,872.00	$ 18.00	$ 106,632.00
13	110-6003	EXCAVATION (SPECIAL)	1,065	CY	$ 20.00	$ 21,300.00	$ 5.00	$ 5,325.00	$ 1.20	$ 1,278.00	$ 21.00	$ 22,365.00
14	132-6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	12,651	CY	$ 25.00	$ 316,275.00	$ 20.00	$ 253,020.00	$ 28.50	$ 360,553.50	$ 30.00	$ 379,530.00
15	132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	11,844	CY	$ 40.00	$ 473,760.00	$ 20.00	$ 236,880.00	$ 39.30	$ 465,469.20	$ 19.00	$ 225,036.00
16	132-6035	EMBANK(FINAL)(DC)(TY E)(CSBE)	1,430	CY	$ 45.00	$ 64,350.00	$ 20.00	$ 28,600.00	$ 74.50	$ 106,535.00	$ 55.00	$ 78,650.00
17	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	13,149	SY	$ 2.10	$ 27,613.00	$ 5.00	$ 65,745.00	$ 3.80	$ 49,966.20	$ 1.25	$ 16,436.25
18	161-WC001	EROSION CONTROL COMPOST (3")	3,210	SY	$ 3.45	$ 11,075.00	$ 4.00	$ 12,840.00	$ 3.00	$ 9,630.00	$ 18.00	$ 57,780.00
19	162-6002	BLOCK SODDING	4,998	SY	$ 6.50	$ 32,487.00	$ 8.00	$ 39,984.00	$ 5.65	$ 28,238.70	$ 6.00	$ 29,988.00
20	164-WC04	SEEDING FOR EROSION CONTROL(TEMP)(COOL)(TY 4)	6,419	SY	$ 0.50	$ 3,210.00	$ 2.00	$ 12,838.00	$ 0.25	$ 1,604.75	$ 0.25	$ 1,604.75
21	164-WC05	SEEDING FOR EROSION CONTROL(PERM)(WARM)(TY 5)	13,149	SY	$ 0.50	$ 6,575.00	$ 2.00	$ 26,298.00	$ 0.95	$ 12,491.55	$ 0.95	$ 12,491.55
22	164-WC10	SEEDING FOR EROSION CONTROL(TEMP)(WARM)(TY 10)	6,419	SY	$ 0.50	$ 3,210.00	$ 2.00	$ 12,838.00	$ 0.25	$ 1,604.75	$ 0.25	$ 1,604.75
23	166-6002	FERTILIZER	0	TON	$ 1,500.00	$ 210.00	$ 3,800.00	$ 532.00	$ 1,540.00	$ 215.60	$ 1,500.00	$ 210.00
24	168-WC01	VEGETATIVE WATERING	210	MG	$ 24.00	$ 5,040.00	$ 85.00	$ 17,850.00	$ 28.95	$ 6,079.50	$ 18.00	$ 3,780.00
25	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	230	SY	$ 3.00	$ 690.00	$ 6.00	$ 1,380.00	$ 1.45	$ 333.50	$ 1.50	$ 345.00
26	247-6238	FL BS (CMP IN PLC) (TYPE A GRADE 4) (12")	4,503	SY	$ 20.00	$ 90,060.00	$ 16.00	$ 72,048.00	$ 17.70	$ 79,703.10	$ 20.00	$ 90,060.00
27	247-6239	FL BS (CMP IN PLC) (TYPE A GRADE 4) (15")	4,863	SY	$ 25.00	$ 121,575.00	$ 19.00	$ 92,397.00	$ 19.55	$ 95,071.65	$ 25.00	$ 121,575.00
28	260-6002	LIME (HYDRATED LIME (SLURRY))	71	TON	$ 150.00	$ 10,650.00	$ 225.00	$ 15,975.00	$ 180.00	$ 12,780.00	$ 140.00	$ 9,940.00
29	260-6015	LIME TRT (NEW BASE)(8")	3,903	SY	$ 5.00	$ 19,515.00	$ 9.00	$ 35,127.00	$ 3.85	$ 15,026.55	$ 5.75	$ 22,442.25
30	310-6009	PRIME COAT (MC-30)	1,656	GAL	$ 5.00	$ 8,280.00	$ 5.50	$ 9,108.00	$ 6.00	$ 9,936.00	$ 6.00	$ 9,936.00
31	316-6017	ASPH (AC-20-5TR)	2,614	GAL	$ 3.00	$ 7,842.00	$ 9.00	$ 23,526.00	$ 7.15	$ 18,690.10	$ 7.10	$ 18,559.40
32	316-6022	ASPH (CRS-2)	2,517	GAL	$ 3.00	$ 7,551.00	$ 9.00	$ 22,653.00	$ 6.50	$ 16,360.50	$ 6.50	$ 16,360.50
33	316-6397	AGGR (TY-D GR-4 OR TY-L GR-4)	135	CY	$ 150.00	$ 20,250.00	$ 265.00	$ 35,775.00	$ 400.00	$ 54,000.00	$ 400.00	$ 54,000.00
34	3076-6001	D-GR HMA TY-B PG64-22	1,383	TON	$ 85.00	$ 117,555.00	$ 115.00	$ 159,045.00	$ 122.00	$ 168,726.00	$ 120.00	$ 165,960.00
35	3076-6035	D-GR HMA TY-D PG64-22	946	TON	$ 90.00	$ 85,140.00	$ 125.00	$ 118,250.00	$ 142.00	$ 134,332.00	$ 140.00	$ 132,440.00
36	3076-6038	D-GR HMA TY-D PG64-22 (LEVEL-UP)	50	TON	$ 80.00	$ 4,000.00	$ 125.00	$ 6,250.00	$ 155.00	$ 7,750.00	$ 155.00	$ 7,750.00
37	360-6047	CONC PVMT (CONT REINF - CRCP) (6")	3,903	SY	$ 115.00	$ 448,845.00	$ 85.00	$ 331,755.00	$ 63.70	$ 248,621.10	$ 72.00	$ 281,016.00
38	400-6005	CEM STABIL BKFL	254	CY	$ 135.00	$ 34,290.00	$ 135.00	$ 34,290.00	$ 180.00	$ 45,720.00	$ 150.00	$ 38,100.00

Williamson County Road Bond Program
T4327 Great Oaks Drive Bridge at Brushy Creek
June 30, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		Capital Excavation		J.D. Abrams	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
39	401-6001	FLOWABLE BACKFILL	7	CY	$ 275.00	$ 1,925.00	$ 165.00	$ 1,155.00	$ 199.00	$ 1,393.00	$ 225.00	$ 1,575.00
40	402-6001	TRENCH EXCAVATION PROTECTION	337	LF	$ 10.00	$ 3,370.00	$ 3.00	$ 1,011.00	$ 11.35	$ 3,824.95	$ 3.00	$ 1,011.00
41	403-6001	TEMPORARY SPL SHORING	2,762	SF	$ 30.00	$ 82,860.00	$ 22.00	$ 60,764.00	$ 5.70	$ 15,743.40	$ 5.00	$ 13,810.00
42	416-6003	DRILL SHAFT (30 IN)	710	LF	$ 160.00	$ 113,600.00	$ 300.00	$ 213,000.00	$ 192.00	$ 136,320.00	$ 180.00	$ 127,800.00
43	416-6004	DRILL SHAFT (36 IN)	652	LF	$ 210.00	$ 136,920.00	$ 350.00	$ 228,200.00	$ 222.00	$ 144,744.00	$ 225.00	$ 146,700.00
44	416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	94	LF	$ 400.00	$ 37,600.00	$ 425.00	$ 39,950.00	$ 330.00	$ 31,020.00	$ 205.00	$ 19,270.00
45	420-6013	CL C CONC (ABUT)	177	CY	$ 1,000.00	$ 177,000.00	$ 800.00	$ 141,600.00	$ 990.00	$ 175,230.00	$ 1,000.00	$ 177,000.00
46	420-6029	CL C CONC (CAP)	192	CY	$ 1,250.00	$ 239,625.00	$ 850.00	$ 162,945.00	$ 1,300.00	$ 249,210.00	$ 1,100.00	$ 210,870.00
47	420-6037	CL C CONC (COLUMN)	81	CY	$ 1,250.00	$ 100,750.00	$ 850.00	$ 68,510.00	$ 1,150.00	$ 92,690.00	$ 1,100.00	$ 88,660.00
48	420-6071	CL C CONC (COLLAR)	1	EA	$ 2,000.00	$ 2,000.00	$ 1,200.00	$ 1,200.00	$ 4,490.00	$ 4,490.00	$ 2,500.00	$ 2,500.00
49	420-6074	CL C CONC (MISC)	13	CY	$ 1,200.00	$ 15,240.00	$ 800.00	$ 10,160.00	$ 930.00	$ 11,811.00	$ 2,000.00	$ 25,400.00
50	420-6100	CL F CONC (FOOTING) (MA)	85	CY	$ 500.00	$ 42,500.00	$ 600.00	$ 51,000.00	$ 980.00	$ 83,300.00	$ 1,100.00	$ 93,500.00
51	422-6001	REINF CONC SLAB	31,512	SF	$ 20.00	$ 630,240.00	$ 12.00	$ 378,144.00	$ 18.65	$ 587,698.80	$ 15.00	$ 472,680.00
52	422-6007	REINF CONC SLAB (SLAB BEAM)	8,468	SF	$ 25.00	$ 211,700.00	$ 22.00	$ 186,296.00	$ 14.30	$ 121,092.40	$ 17.00	$ 143,956.00
53	422-6011	BRIDGE MEDIAN	1,330	SF	$ 15.00	$ 19,950.00	$ 12.00	$ 15,960.00	$ 10.70	$ 14,231.00	$ 18.00	$ 23,940.00
54	422-6013	BRIDGE SIDEWALK	8,897	SF	$ 15.00	$ 133,455.00	$ 12.00	$ 106,764.00	$ 7.90	$ 70,286.30	$ 13.00	$ 115,661.00
55	422-6015	APPROACH SLAB	227	CY	$ 525.00	$ 119,123.00	$ 550.00	$ 124,795.00	$ 570.00	$ 129,333.00	$ 600.00	$ 136,140.00
56	423-6001	RETAINING WALL (MSE)	21,159	SF	$ 55.00	$ 1,163,745.00	$ 30.00	$ 634,770.00	$ 41.10	$ 869,634.90	$ 55.00	$ 1,163,745.00
57	423-6003	RETAINING WALL (TEMP WALL)	2,755	SF	$ 30.00	$ 82,650.00	$ 16.00	$ 44,080.00	$ 13.80	$ 38,019.00	$ 20.00	$ 55,100.00
58	423-6005	RETAINING WALL (SPREAD FOOTING)	5,717	SF	$ 70.00	$ 400,190.00	$ 60.00	$ 343,020.00	$ 59.10	$ 337,874.70	$ 80.00	$ 457,360.00
59	425-6009	PRESTR CONC SLAB BEAM (4SB12)	625	LF	$ 200.00	$ 124,964.00	$ 240.00	$ 149,956.80	$ 240.00	$ 149,956.80	$ 145.00	$ 90,598.90
60	425-6010	PRESTR CONC SLAB BEAM (5SB12)	1,113	LF	$ 200.00	$ 222,572.00	$ 240.00	$ 267,086.40	$ 242.00	$ 269,312.12	$ 175.00	$ 194,750.50
61	425-6037	PRESTR CONC GIRDER (TX40) (MOD)	239	LF	$ 300.00	$ 71,568.00	$ 240.00	$ 57,254.40	$ 280.00	$ 66,796.80	$ 900.00	$ 214,704.00
62	425-6038	PRESTR CONC GIRDER (TX46)	3,068	LF	$ 150.00	$ 460,215.00	$ 250.00	$ 767,025.00	$ 243.00	$ 745,548.30	$ 165.00	$ 506,236.50
63	425-6038	PRESTR CONC GIRDER (TX46) (MOD)	302	LF	$ 300.00	$ 90,606.00	$ 420.00	$ 126,848.40	$ 270.00	$ 81,545.40	$ 725.00	$ 218,964.50
64	432-6003	RIPRAP (CONC)(6 IN)	34	CY	$ 600.00	$ 20,400.00	$ 250.00	$ 8,500.00	$ 510.00	$ 17,340.00	$ 425.00	$ 14,450.00
65	432-6010	RIRAP (CONCRETE) (CL B) (5 IN)	3	CY	$ 500.00	$ 1,550.00	$ 450.00	$ 1,395.00	$ 650.00	$ 2,015.00	$ 1,100.00	$ 3,410.00
66	432-6031	RIPRAP (STONE PROTECTION)(12 IN)	3,138	CY	$ 135.00	$ 423,630.00	$ 85.00	$ 266,730.00	$ 197.00	$ 618,186.00	$ 100.00	$ 313,800.00
67	432-6032	RIPRAP (STONE PROTECTION)(15 IN)	802	CY	$ 170.00	$ 136,340.00	$ 110.00	$ 88,220.00	$ 218.00	$ 174,836.00	$ 100.00	$ 80,200.00
68	432-6042	RIPRAP (CONC)(DIIPATER)	71	CY	$ 650.00	$ 46,150.00	$ 400.00	$ 28,400.00	$ 580.00	$ 41,180.00	$ 600.00	$ 42,600.00
69	442-6007	STR STEEL (MISC NON-BRIDGE)	2,021	LB	$ 12.00	$ 24,252.00	$ 20.00	$ 40,420.00	$ 15.55	$ 31,426.55	$ 11.00	$ 22,231.00
70	450-6004	RAIL (TY T221) (MOD)	1,180	LF	$ 80.00	$ 94,400.00	$ 240.00	$ 283,200.00	$ 66.90	$ 78,942.00	$ 75.00	$ 88,500.00
71	450-6019	RAIL (TY T631LS)	568	LF	$ 75.00	$ 42,623.00	$ 260.00	$ 147,758.00	$ 60.40	$ 34,325.32	$ 70.00	$ 39,781.00
72	450-6030	RAIL (TY C221) (MOD)	1,152	LF	$ 90.00	$ 103,689.00	$ 260.00	$ 299,546.00	$ 116.00	$ 133,643.60	$ 125.00	$ 144,012.50
73	450-6042	RAIL (TY PR1)	95	LF	$ 85.00	$ 8,075.00	$ 210.00	$ 19,950.00	$ 153.00	$ 14,535.00	$ 165.00	$ 15,675.00
74	454-6001	SEALED EXPANSION JOINT (4 IN) (SEJ - A)	210	LF	$ 125.00	$ 26,250.00	$ 12.00	$ 2,520.00	$ 147.00	$ 30,870.00	$ 150.00	$ 31,500.00
75	462-6003	CONC BOX CULV (4 FT X 2 FT)	42	LF	$ 300.00	$ 12,600.00	$ 350.00	$ 14,700.00	$ 440.00	$ 18,480.00	$ 275.00	$ 11,550.00
76	462-6014	CONC BOX CULV (7 FT X 3 FT)	137	LF	$ 475.00	$ 65,075.00	$ 575.00	$ 78,775.00	$ 570.00	$ 78,090.00	$ 500.00	$ 68,500.00
77	462-6016	CONC BOX CULV (7 FT X5 FT)	259	LF	$ 560.00	$ 145,040.00	$ 800.00	$ 207,200.00	$ 720.00	$ 186,480.00	$ 600.00	$ 155,400.00
78	464-6003	R C PIPE (CL III) (18 IN)	574	LF	$ 75.00	$ 43,050.00	$ 65.00	$ 37,310.00	$ 83.50	$ 47,929.00	$ 75.00	$ 43,050.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		Capital Excavation		J.D. Abrams	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
79	464-6005	R C PIPE (CL III) (24 IN)	162	LF	$ 85.00	$ 13,770.00	$ 95.00	$ 15,390.00	$ 108.00	$ 17,496.00	$ 100.00	$ 16,200.00
80	464-6007	R C PIPE (CL III) (30 IN)	94	LF	$ 110.00	$ 10,340.00	$ 110.00	$ 10,340.00	$ 130.00	$ 12,220.00	$ 105.00	$ 9,870.00
81	464-6009	R C PIPE (CL III) (42 IN)	108	LF	$ 210.00	$ 22,680.00	$ 210.00	$ 22,680.00	$ 219.00	$ 23,652.00	$ 215.00	$ 23,220.00
82	464-6012	R C PIPE (CL III)(60 IN)	78	LF	$ 350.00	$ 27,300.00	$ 300.00	$ 23,400.00	$ 360.00	$ 28,080.00	$ 305.00	$ 23,790.00
83	464-6025	R C PIPE (CL V) (18 IN)	133	LF	$ 85.00	$ 11,305.00	$ 75.00	$ 9,975.00	$ 106.00	$ 14,098.00	$ 95.00	$ 12,635.00
84	464-6028	R C PIPE (CL V) (42 IN)	83	LF	$ 250.00	$ 20,750.00	$ 230.00	$ 19,090.00	$ 290.00	$ 24,070.00	$ 275.00	$ 22,825.00
85	464-6030	RC PIPE (ARCH)(CL III)(DES 1)	70	LF	$ 175.00	$ 12,250.00	$ 245.00	$ 17,150.00	$ 163.00	$ 11,410.00	$ 150.00	$ 10,500.00
86	465-6002	MANH (COMPL)(PRM)(48IN)	4	EA	$ 4,500.00	$ 18,000.00	$ 5,000.00	$ 20,000.00	$ 2,870.00	$ 11,480.00	$ 4,750.00	$ 19,000.00
87	465-6013	INLET (COMPL)(PCO)(3FT)(NONE)	1	EA	$ 5,000.00	$ 5,000.00	$ 4,200.00	$ 4,200.00	$ 8,900.00	$ 8,900.00	$ 7,500.00	$ 7,500.00
88	465-6016	INLET (COMPL)(PCO)(3FT)(BOTH)	4	EA	$ 5,500.00	$ 22,000.00	$ 4,200.00	$ 16,800.00	$ 5,700.00	$ 22,800.00	$ 5,500.00	$ 22,000.00
89	465-6017	INLET (COMPL)(PCO)(4FT)(NONE)	1	EA	$ 5,500.00	$ 5,500.00	$ 5,200.00	$ 5,200.00	$ 6,600.00	$ 6,600.00	$ 5,000.00	$ 5,000.00
90	465-6021	INLET (COMPL)(PCO)(5FT)(NONE)	1	EA	$ 5,250.00	$ 5,250.00	$ 6,200.00	$ 6,200.00	$ 11,100.00	$ 11,100.00	$ 8,750.00	$ 8,750.00
91	465-6024	INLET (COMPL)(PCO)(5FT)(BOTH)	1	EA	$ 7,500.00	$ 7,500.00	$ 6,200.00	$ 6,200.00	$ 4,450.00	$ 4,450.00	$ 7,000.00	$ 7,000.00
92	465-6032	INLET (COMPL)(PCU)(3FT)(BOTH)	1	EA	$ 6,000.00	$ 6,000.00	$ 4,200.00	$ 4,200.00	$ 6,200.00	$ 6,200.00	$ 5,500.00	$ 5,500.00
93	465-6050	INLET (COMPL)(POD)(SFG)(3FTX5FT)	1	EA	$ 5,500.00	$ 5,500.00	$ 4,200.00	$ 4,200.00	$ 4,330.00	$ 4,330.00	$ 5,500.00	$ 5,500.00
94	465-6126	INLET (COMPL) (PSL)(FG) (3FTX3FT-3FTX3FT)	1	EA	$ 5,700.00	$ 5,700.00	$ 4,400.00	$ 4,400.00	$ 3,680.00	$ 3,680.00	$ 4,500.00	$ 4,500.00
95	465-6146	INLET (COMPL)(PSL)(SFG)(3FTX3FT-3FTX3FT)	2	EA	$ 5,000.00	$ 10,000.00	$ 4,400.00	$ 8,800.00	$ 4,100.00	$ 8,200.00	$ 4,750.00	$ 9,500.00
96	465-6148	INLET(COMPL)(PSL)(SFG)(3FTX5FT-3FTX5FT)	6	EA	$ 6,500.00	$ 39,000.00	$ 5,600.00	$ 33,600.00	$ 5,600.00	$ 33,600.00	$ 5,500.00	$ 33,000.00
97	466-6117	HEADWALL (CH - PW - A - 0) (DES= 1)	2	EA	$ 6,500.00	$ 13,000.00	$ 6,500.00	$ 13,000.00	$ 3,360.00	$ 6,720.00	$ 7,500.00	$ 15,000.00
98	466-6179	WINGWALL (PW-1) (HW=4FT)	1	EA	$ 10,000.00	$ 10,000.00	$ 4,500.00	$ 4,500.00	$ 5,100.00	$ 5,100.00	$ 11,500.00	$ 11,500.00
99	466-6183	WINGWALL (PW-1) (HW=8FT) (MOD)	1	EA	$ 30,000.00	$ 30,000.00	$ 6,200.00	$ 6,200.00	$ 29,700.00	$ 29,700.00	$ 60,000.00	$ 60,000.00
100	467-6138	SET (TY I) (S=4) (HW=3) (3 : 1) (P)	2	EA	$ 9,500.00	$ 19,000.00	$ 3,000.00	$ 6,000.00	$ 5,200.00	$ 10,400.00	$ 11,500.00	$ 23,000.00
101	467-6358	SET (TY II) (18 IN) (RCP) (4:1) (C)	2	EA	$ 1,250.00	$ 2,500.00	$ 3,200.00	$ 6,400.00	$ 1,090.00	$ 2,180.00	$ 2,500.00	$ 5,000.00
102	467-6362	SET (TY II) (18 IN) (RCP) (6: 1) (C)	1	EA	$ 1,500.00	$ 1,500.00	$ 3,600.00	$ 3,600.00	$ 1,180.00	$ 1,180.00	$ 2,500.00	$ 2,500.00
103	467-6389	SET (TY II) (24 IN) (RCP) (3: 1) (P)	1	EA	$ 1,500.00	$ 1,500.00	$ 4,000.00	$ 4,000.00	$ 1,660.00	$ 1,660.00	$ 2,500.00	$ 2,500.00
104	467-6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	1	EA	$ 2,000.00	$ 2,000.00	$ 4,400.00	$ 4,400.00	$ 1,950.00	$ 1,950.00	$ 3,000.00	$ 3,000.00
105	496-6002	REMOV STR (INLET)	1	EA	$ 1,000.00	$ 1,000.00	$ 1,400.00	$ 1,400.00	$ 1,020.00	$ 1,020.00	$ 600.00	$ 600.00
106	496-6004	REMOV STR (SET)	2	EA	$ 1,500.00	$ 3,000.00	$ 1,200.00	$ 2,400.00	$ 290.00	$ 580.00	$ 1,000.00	$ 2,000.00
107	496-6006	REMOV STR (HEADWALL)	5	EA	$ 1,500.00	$ 7,500.00	$ 800.00	$ 4,000.00	$ 4,480.00	$ 22,400.00	$ 900.00	$ 4,500.00
108	496-6007	REMOV STR (PIPE)	144	LF	$ 30.00	$ 4,320.00	$ 45.00	$ 6,480.00	$ 16.10	$ 2,318.40	$ 12.00	$ 1,728.00
109	496-6010	REMOV STR (BRIDGE 100-499 FT LENGTH)	1	EA	$ 70,000.00	$ 70,000.00	$ 120,000.00	$ 120,000.00	$ 138,000.00	$ 138,000.00	$ 55,000.00	$ 55,000.00
110	496-6030	REMOV STR (BOLLARD)	8	EA	$ 500.00	$ 4,000.00	$ 100.00	$ 800.00	$ 179.00	$ 1,432.00	$ 60.00	$ 480.00
111	496-6032	REMOV STR (ROCKWALL)	2	EA	$ 1,000.00	$ 2,000.00	$ 1,200.00	$ 2,400.00	$ 710.00	$ 1,420.00	$ 3,000.00	$ 6,000.00
112	496-6043	REMOV STR (SMALL FENCE)	30	LF	$ 5.00	$ 150.00	$ 6.00	$ 180.00	$ 47.65	$ 1,429.50	$ 11.00	$ 330.00
113	500-6001	MOBILIZATION	1	LS	$ 1,010,500.00	$ 1,010,500.00	$ 400,000.00	$ 400,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 850,000.00	$ 850,000.00
114	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	18	MO	$ 8,100.00	$ 145,800.00	$ 3,500.00	$ 63,000.00	$ 3,830.00	$ 68,940.00	$ 10,000.00	$ 180,000.00
115	506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	520	LF	$ 65.00	$ 33,800.00	$ 35.00	$ 18,200.00	$ 46.15	$ 23,998.00	$ 60.00	$ 31,200.00
116	506-6011	ROCK FILTER DAMS (REMOVE)	520	LF	$ 11.00	$ 5,720.00	$ 10.00	$ 5,200.00	$ 41.05	$ 21,346.00	$ 20.00	$ 10,400.00
117	506-6035	SANDBAGS FOR EROSION CONTROL	76	EA	$ 8.00	$ 608.00	$ 25.00	$ 1,900.00	$ 8.20	$ 623.20	$ 10.00	$ 760.00
118	506-6037	BIODEGRADABLE EROSION CONTROL LOGS (12")	276	LF	$ 9.00	$ 2,484.00	$ 8.00	$ 2,208.00	$ 4.10	$ 1,131.60	$ 6.00	$ 1,656.00

Williamson County Road Bond Program
T4327 Great Oaks Drive Bridge at Brushy Creek
June 30, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		Capital Excavation		J.D. Abrams	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
119	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	2,185	LF	$ 4.50	$ 9,833.00	$ 3.00	$ 6,555.00	$ 3.60	$ 7,866.00	$ 5.00	$ 10,925.00
120	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	2,185	LF	$ 2.00	$ 4,370.00	$ 1.00	$ 2,185.00	$ 1.05	$ 2,294.25	$ 0.50	$ 1,092.50
121	508-6001	CONSTRUCTING DETOURS	2,888	SY	$ 75.00	$ 216,600.00	$ 42.00	$ 121,296.00	$ 47.20	$ 136,313.60	$ 80.00	$ 231,040.00
122	512-6005	PORT CTB (FUR & INST)(F-SHAPE)(TY 1)	1,298	LF	$ 40.00	$ 51,920.00	$ 46.00	$ 59,708.00	$ 14.90	$ 19,340.20	$ 25.00	$ 32,450.00
123	512-6009	PORTABLE CTB (FUR & INST) (LOW PROF) (TY1)	1,750	LF	$ 40.00	$ 70,000.00	$ 46.00	$ 80,500.00	$ 14.90	$ 26,075.00	$ 40.00	$ 70,000.00
124	512-6010	PORTABLE CTB (FUR & INST) (LOW PROF) (TY2)	80	LF	$ 60.00	$ 4,800.00	$ 46.00	$ 3,680.00	$ 14.90	$ 1,192.00	$ 80.00	$ 6,400.00
125	512-6029	PORTABLE CTB (MOVE) (F-SHAPE) (TY1)	414	LF	$ 8.00	$ 3,312.00	$ 6.00	$ 2,484.00	$ 6.10	$ 2,525.40	$ 7.00	$ 2,898.00
126	512-6033	PORTABLE CTB (MOVE) (LOW PROF) (TY1)	140	LF	$ 10.00	$ 1,400.00	$ 6.00	$ 840.00	$ 6.10	$ 854.00	$ 5.00	$ 700.00
127	512-6034	PORTABLE CTB (MOVE) (LOW PROF) (TY2)	20	LF	$ 15.00	$ 300.00	$ 6.00	$ 120.00	$ 6.10	$ 122.00	$ 5.00	$ 100.00
128	512-6053	PORTABLE CTB (REMOVE) (F-SHAPE) (TY-1)	1,298	LF	$ 15.00	$ 19,470.00	$ 6.00	$ 7,788.00	$ 14.90	$ 19,340.20	$ 7.50	$ 9,735.00
129	512-6057	PORTABLE CTB (REMOVE) (LOW PROF) (TY1)	1,750	LF	$ 15.00	$ 26,250.00	$ 6.00	$ 10,500.00	$ 14.90	$ 26,075.00	$ 6.00	$ 10,500.00
130	512-6058	PORTABLE CTB (REMOVE) (LOW PROF) (TY2)	80	LF	$ 15.00	$ 1,200.00	$ 6.00	$ 480.00	$ 14.90	$ 1,192.00	$ 6.00	$ 480.00
131	529-6002	CONCRETE CURB TYPE II	239	LF	$ 20.00	$ 4,780.00	$ 22.00	$ 5,258.00	$ 21.50	$ 5,138.50	$ 19.00	$ 4,541.00
132	529-6008	CONC CURB & GUTTER (TY 2)	2,325	LF	$ 20.00	$ 46,500.00	$ 22.00	$ 51,150.00	$ 15.75	$ 36,618.75	$ 19.00	$ 44,175.00
133	531-6002	CONC SIDEWALKS (5")	909	SY	$ 55.00	$ 49,995.00	$ 42.00	$ 38,178.00	$ 58.90	$ 53,540.10	$ 55.00	$ 49,995.00
134	531-6005	CURB RAMP, TYPE 2	2	EA	$ 2,200.00	$ 4,400.00	$ 2,800.00	$ 5,600.00	$ 1,210.00	$ 2,420.00	$ 1,800.00	$ 3,600.00
135	536-6004	CONC DIRECTIONAL ISLAND	176	SY	$ 100.00	$ 17,600.00	$ 72.00	$ 12,672.00	$ 83.20	$ 14,643.20	$ 65.00	$ 11,440.00
136	540-6001	MTL W-BEAM GD FEN (TIM POST)	163	LF	$ 23.00	$ 3,749.00	$ 65.00	$ 10,595.00	$ 29.15	$ 4,751.45	$ 30.00	$ 4,890.00
137	540-6005	TERMINAL ANCHOR SECTION	1	EA	$ 2,000.00	$ 2,000.00	$ 2,800.00	$ 2,800.00	$ 800.00	$ 800.00	$ 825.00	$ 825.00
138	540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	2	EA	$ 2,000.00	$ 4,000.00	$ 3,000.00	$ 6,000.00	$ 2,390.00	$ 4,780.00	$ 2,500.00	$ 5,000.00
139	540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	1	EA	$ 1,600.00	$ 1,600.00	$ 3,025.00	$ 3,200.00	$ 1,150.00	$ 1,150.00	$ 1,250.00	$ 1,250.00
140	542-6001	REMOVE METAL BEAM GUARD FENCE	119	LF	$ 4.00	$ 476.00	$ 25.00	$ 2,975.00	$ 38.60	$ 4,593.40	$ 10.00	$ 1,190.00
141	545-6005	CRASH CUSH ATTEN (REMOVE)	1	EA	$ 1,100.00	$ 1,100.00	$ 400.00	$ 400.00	$ 770.00	$ 770.00	$ 350.00	$ 350.00
142	545-6019	CRASH CUSH ATTEN (INSTL) (S) (N) (TL3)	1	EA	$ 8,500.00	$ 8,500.00	$ 4,500.00	$ 4,500.00	$ 8,900.00	$ 8,900.00	$ 8,000.00	$ 8,000.00
143	550-6001	CHAIN LINK FENCE (INSTALL) (6")	312	LF	$ 30.00	$ 9,360.00	$ 28.00	$ 8,736.00	$ 50.00	$ 15,600.00	$ 20.00	$ 6,240.00
144	550-6003	CHAINLINK FENCE (REMOVE)	939	LF	$ 7.00	$ 6,573.00	$ 8.00	$ 7,512.00	$ 5.00	$ 4,695.00	$ 5.00	$ 4,695.00
145	550-6004	CHAIN LINK FENCE GATE (INSTALL)(DOUBLE)(6'X14')	1	EA	$ 3,000.00	$ 3,000.00	$ 2,600.00	$ 2,600.00	$ 2,750.00	$ 2,750.00	$ 1,500.00	$ 1,500.00
146	550-6006	GATE (REMOVE)	1	EA	$ 600.00	$ 600.00	$ 200.00	$ 200.00	$ 1,000.00	$ 1,000.00	$ 400.00	$ 400.00
147	556-6008	PIPE UNDERDRAINS (TY 8) (6 IN)	118	LF	$ 35.00	$ 4,130.00	$ 42.00	$ 4,956.00	$ 39.45	$ 4,655.10	$ 45.00	$ 5,310.00
148	610-6007	REMOVE RD IL ASM (SHOE-BASE)	1	EA	$ 1,000.00	$ 1,000.00	$ 200.00	$ 200.00	$ 350.00	$ 350.00	$ 325.00	$ 325.00
149	610-6107	IN RD IL (U/P) (TY 2) (250W EQ) LED	17	EA	$ 1,000.00	$ 17,000.00	$ 6,500.00	$ 110,500.00	$ 1,990.00	$ 33,830.00	$ 1,850.00	$ 31,450.00
150	610-6130	IN RD IL (TY SA) 20T-8 (250W EQ) LED	4	EA	$ 3,000.00	$ 12,000.00	$ 7,200.00	$ 28,800.00	$ 3,540.00	$ 14,160.00	$ 3,250.00	$ 13,000.00
151	618-6046	CONDT (PVC) (SCHD 80) (2")	1,391	LF	$ 15.00	$ 20,865.00	$ 12.00	$ 16,692.00	$ 22.15	$ 30,810.65	$ 22.00	$ 30,602.00
152	618-6053	CONDT (PVC) (SCHD 80) (3")	575	LF	$ 18.00	$ 10,350.00	$ 16.00	$ 9,200.00	$ 33.20	$ 19,090.00	$ 32.00	$ 18,400.00
153	618-6070	CONDT (RM) (2")	600	LF	$ 40.00	$ 24,000.00	$ 20.00	$ 12,000.00	$ 55.40	$ 33,240.00	$ 52.00	$ 31,200.00
154	620-6005	ELEC CONDR (NO. 10) BARE	1,505	LF	$ 2.00	$ 3,010.00	$ 4.00	$ 6,020.00	$ 1.75	$ 2,633.75	$ 1.65	$ 2,483.25
155	620-6006	ELEC CONDR (NO.10) INSULATED	6,060	LF	$ 2.00	$ 12,120.00	$ 5.00	$ 30,300.00	$ 1.90	$ 11,514.00	$ 1.75	$ 10,605.00
156	620-6008	ELEC CONDR (NO. 8) INSULATED	1,810	LF	$ 2.00	$ 3,620.00	$ 5.00	$ 9,050.00	$ 1.75	$ 3,167.50	$ 1.65	$ 2,986.50
157	620-6009	ELEC CONDR (NO. 6) BARE	1,242	LF	$ 2.50	$ 3,105.00	$ 6.00	$ 7,452.00	$ 2.00	$ 2,484.00	$ 1.85	$ 2,297.70
158	620-6011	ELEC CONDR (NO. 4) BARE	530	LF	$ 2.50	$ 1,325.00	$ 8.00	$ 4,240.00	$ 2.20	$ 1,166.00	$ 2.05	$ 1,086.50

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		Capital Excavation		J.D. Abrams	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
159	620-6012	ELEC CONDR (NO. 4) INSULATED	140	LF	$ 2.50	$ 350.00	$ 9.00	$ 1,260.00	$ 3.30	$ 462.00	$ 3.05	$ 427.00
160	624-6009	GROUND BOX TY D (162922)	9	EA	$ 1,200.00	$ 10,800.00	$ 1,800.00	$ 16,200.00	$ 1,440.00	$ 12,960.00	$ 1,350.00	$ 12,150.00
161	624-6010	GROUND BOX TY D (162922) W/ APRON	9	EA	$ 1,300.00	$ 11,700.00	$ 2,400.00	$ 21,600.00	$ 1,730.00	$ 15,570.00	$ 1,600.00	$ 14,400.00
162	628-6165	ELC SRV TY D 120/240 070 (NS)AL(E)SP(O)	3	EA	$ 5,500.00	$ 16,500.00	$ 10,500.00	$ 31,500.00	$ 4,760.00	$ 14,280.00	$ 4,400.00	$ 13,200.00
163	644-6001	IN SM RD SN SUP&AM TY1OBWG (1) SA (P)	4	EA	$ 600.00	$ 2,400.00	$ 750.00	$ 3,000.00	$ 630.00	$ 2,520.00	$ 525.00	$ 2,100.00
164	644-6007	IN SM RD SN SUP&AM TY1OBWG (1) SA (U)	1	EA	$ 850.00	$ 850.00	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 825.00	$ 825.00
165	644-6017	IN SM RD SN SUP&AM TY10BWG (2) SA (P)	1	EA	$ 1,100.00	$ 1,100.00	$ 750.00	$ 750.00	$ 1,250.00	$ 1,250.00	$ 1,200.00	$ 1,200.00
166	644-6058	IN SM RD SN SUP&AM TYTWT (1) UB (P)	6	EA	$ 380.00	$ 2,280.00	$ 750.00	$ 4,500.00	$ 450.00	$ 2,700.00	$ 800.00	$ 4,800.00
167	644-6060	IN SM RD SN SUP&AM TYTWT (1) WS (P)	2	EA	$ 400.00	$ 800.00	$ 750.00	$ 1,500.00	$ 380.00	$ 760.00	$ 350.00	$ 700.00
168	644-6066	IN SM RD SN SUP&AM (RAIL MOUNT)	5	EA	$ 3,000.00	$ 15,000.00	$ 1,200.00	$ 6,000.00	$ 2,700.00	$ 13,500.00	$ 3,000.00	$ 15,000.00
169	644-6068	RELOCATE SM RD SN SUP&AM TY 1OBWG	2	EA	$ 500.00	$ 1,000.00	$ 400.00	$ 800.00	$ 480.00	$ 960.00	$ 500.00	$ 1,000.00
170	644-6076	REMOVE SM RD SN SUP & AM	15	EA	$ 125.00	$ 1,875.00	$ 200.00	$ 3,000.00	$ 100.00	$ 1,500.00	$ 75.00	$ 1,125.00
171	644-6078	REMOVE SM RD SN SUP & AM (SIGN ONLY)	1	EA	$ 125.00	$ 125.00	$ 200.00	$ 200.00	$ 120.00	$ 120.00	$ 125.00	$ 125.00
172	662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	7,678	LF	$ 1.00	$ 7,678.00	$ 1.00	$ 7,678.00	$ 0.55	$ 4,222.90	$ 0.75	$ 5,758.50
173	662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	103	LF	$ 10.00	$ 1,030.00	$ 8.00	$ 824.00	$ 7.00	$ 721.00	$ 7.50	$ 772.50
174	662-6031	WZ ZN PAV MRK NON-REMOV (W) 36" (YLD TRI)	9	EA	$ 20.00	$ 180.00	$ 450.00	$ 4,050.00	$ 55.00	$ 495.00	$ 25.00	$ 225.00
175	662-6033	WK ZN PAV MRK NON-REMOV (Y) 4" (DOT)	231	LF	$ 1.00	$ 231.00	$ 2.00	$ 462.00	$ 0.55	$ 127.05	$ 1.00	$ 231.00
176	662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	10,005	LF	$ 1.00	$ 10,005.00	$ 1.00	$ 10,005.00	$ 0.55	$ 5,502.75	$ 0.75	$ 7,503.75
177	666-6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	1,758	LF	$ 1.00	$ 1,758.00	$ 2.00	$ 3,516.00	$ 2.10	$ 3,691.80	$ 1.20	$ 2,109.60
178	666-6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	147	LF	$ 6.00	$ 882.00	$ 9.00	$ 1,323.00	$ 17.50	$ 2,572.50	$ 6.60	$ 970.20
179	666-6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)	23	EA	$ 120.00	$ 2,760.00	$ 450.00	$ 10,350.00	$ 200.00	$ 4,600.00	$ 150.00	$ 3,450.00
180	666-6101	REF PAV MRK TY I(W)36"(YLD TRI)(090MIL)	3	EA	$ 35.00	$ 105.00	$ 450.00	$ 1,350.00	$ 75.00	$ 225.00	$ 150.00	$ 450.00
181	666-6216	REFL PAV MRK TY II (Y) (ISLAND)	42	SF	$ 4.00	$ 168.00	$ 38.00	$ 1,596.00	$ 25.25	$ 1,060.50	$ 2.50	$ 105.00
182	666-6299	RE PM W/RET REQ TY I (W)4"(BRK)(090MIL)	2,206	LF	$ 1.00	$ 2,206.00	$ 6.00	$ 13,236.00	$ 0.85	$ 1,875.10	$ 0.44	$ 970.64
183	666-6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	5,197	LF	$ 1.00	$ 5,197.00	$ 6.00	$ 31,182.00	$ 0.85	$ 4,417.45	$ 0.71	$ 3,689.87
184	666-6314	RE PM W/RET REQ TY I (Y) 4"(SLD)(090MIL)	3,832	LF	$ 1.00	$ 3,832.00	$ 6.00	$ 22,992.00	$ 0.85	$ 3,257.20	$ 0.38	$ 1,456.16
185	668-6111	PRE PM TY C (ACC PRK)(BLU)(SYMBL ONLY)	2	EA	$ 300.00	$ 600.00	$ 600.00	$ 1,200.00	$ 550.00	$ 1,100.00	$ 250.00	$ 500.00
186	672-6007	REFL PAV MRKR TY I-C	61	EA	$ 5.00	$ 305.00	$ 65.00	$ 3,965.00	$ 5.75	$ 350.75	$ 6.00	$ 366.00
187	672-6009	REFL PAV MRKR TY II-A-A	98	EA	$ 6.00	$ 588.00	$ 65.00	$ 6,370.00	$ 5.75	$ 563.50	$ 6.00	$ 588.00
188	677-6001	ELIM EXT PAV MRK & MRKS (4")	1,982	LF	$ 1.00	$ 1,982.00	$ 1.00	$ 1,982.00	$ 0.55	$ 1,090.10	$ 1.20	$ 2,378.40
189	678-6001	PAV SURF PREP FOR MRK (4")	2,111	LF	$ 1.00	$ 2,111.00	$ 1.00	$ 2,111.00	$ 0.45	$ 949.95	$ 0.25	$ 527.75
190	678-6009	PAV SURF PREP FOR MRK (ARROW)	23	EA	$ 45.00	$ 1,035.00	$ 100.00	$ 2,300.00	$ 50.00	$ 1,150.00	$ 25.00	$ 575.00
191	678-6021	PAV SURF PREP FOR MRK (SYMBOL)	2	EA	$ 20.00	$ 40.00	$ 100.00	$ 200.00	$ 75.00	$ 150.00	$ 30.00	$ 60.00
192	680-6003	INSTALL HWY TRF SIG (SYSTEM)	1	EA	$ 30,000.00	$ 30,000.00	$ 2,600.00	$ 26,000.00	$ 22,100.00	$ 22,100.00	$ 25,000.00	$ 25,000.00
193	682-6001	VEH SIG SEC (12 IN) LED (GRN)	9	EA	$ 250.00	$ 2,250.00	$ 400.00	$ 3,600.00	$ 300.00	$ 2,700.00	$ 300.00	$ 2,700.00
194	682-6002	VEH SIG SEC (12 IN) LED (GRN ARW)	6	EA	$ 250.00	$ 1,500.00	$ 400.00	$ 2,400.00	$ 300.00	$ 1,800.00	$ 300.00	$ 1,800.00
195	682-6003	VEH SIG SEC (12 IN) LED (YEL)	9	EA	$ 250.00	$ 2,250.00	$ 400.00	$ 3,600.00	$ 300.00	$ 2,700.00	$ 300.00	$ 2,700.00
196	682-6004	VEH SIG SEC (12 IN) LED (YEL ARW)	10	EA	$ 250.00	$ 2,500.00	$ 400.00	$ 4,000.00	$ 300.00	$ 3,000.00	$ 300.00	$ 3,000.00
197	682-6005	VEH SIG SEC (12 IN) LED (RED)	9	EA	$ 250.00	$ 2,250.00	$ 400.00	$ 3,600.00	$ 300.00	$ 2,700.00	$ 300.00	$ 2,700.00
198	682-6006	VEH SIG SEC (12 IN) LED (RED ARW)	4	EA	$ 250.00	$ 1,000.00	$ 400.00	$ 1,600.00	$ 300.00	$ 1,200.00	$ 300.00	$ 1,200.00

Williamson County Road Bond Program
T4327 Great Oaks Drive Bridge at Brushy Creek
June 30, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		Capital Excavation		J.D. Abrams	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
199	682-6018	PED SIG SEC LED (COUNTDOWN)	4	EA	$ 650.00	$ 2,600.00	$ 1,200.00	$ 4,800.00	$ 660.00	$ 2,640.00	$ 625.00	$ 2,500.00
200	682-6023	BACK PLATE (12 IN) (3 SEC)	7	EA	$ 95.00	$ 665.00	$ 250.00	$ 1,750.00	$ 98.50	$ 689.50	$ 90.00	$ 630.00
201	682-6024	BACK PLATE (12 IN) (4 SEC)	4	EA	$ 120.00	$ 480.00	$ 250.00	$ 1,000.00	$ 116.00	$ 464.00	$ 115.00	$ 460.00
202	682-6025	BACK PLATE (12 IN) (5 SEC)	2	EA	$ 150.00	$ 300.00	$ 250.00	$ 500.00	$ 138.00	$ 276.00	$ 125.00	$ 250.00
203	684-6031	TRF SIG CBL (TY A)(14 AWG) (5 CONDR)	1,390	LF	$ 2.00	$ 2,780.00	$ 5.00	$ 6,950.00	$ 2.10	$ 2,919.00	$ 2.00	$ 2,780.00
204	684-6033	TRF SIG CBL (TY A)(14 AWG) (7 CONDR)	785	LF	$ 3.00	$ 2,355.00	$ 6.00	$ 4,710.00	$ 2.20	$ 1,727.00	$ 2.05	$ 1,609.25
205	684-6079	TRF SIG CBL (TY C)(12 AWG) (2 CONDR)	630	LF	$ 2.00	$ 1,260.00	$ 6.00	$ 3,780.00	$ 2.20	$ 1,386.00	$ 2.05	$ 1,291.50
206	686-6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	2	EA	$ 9,000.00	$ 18,000.00	$ 14,000.00	$ 28,000.00	$ 10,000.00	$ 20,000.00	$ 10,000.00	$ 20,000.00
207	686-6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	1	EA	$ 10,000.00	$ 10,000.00	$ 16,000.00	$ 16,000.00	$ 11,100.00	$ 11,100.00	$ 11,000.00	$ 11,000.00
208	686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	1	EA	$ 11,000.00	$ 11,000.00	$ 16,500.00	$ 16,500.00	$ 12,200.00	$ 12,200.00	$ 12,000.00	$ 12,000.00
209	687-6001	PED POLE AEMBLY	4	EA	$ 2,500.00	$ 10,000.00	$ 4,500.00	$ 18,000.00	$ 3,650.00	$ 14,600.00	$ 3,400.00	$ 13,600.00
210	688-6001	PED DETECT PUSH BUTTON (APS)	4	EA	$ 1,100.00	$ 4,400.00	$ 4,600.00	$ 18,400.00	$ 780.00	$ 3,120.00	$ 750.00	$ 3,000.00
211	688-6003	PED DETECTOR CONTROLLER UNIT	1	EA	$ 3,200.00	$ 3,200.00	$ 3,800.00	$ 3,800.00	$ 3,470.00	$ 3,470.00	$ 3,200.00	$ 3,200.00
212	690-6028	REPLACE OF SIGNAL RELATED SIGNS	8	EA	$ 300.00	$ 2,400.00	$ 400.00	$ 3,200.00	$ 300.00	$ 2,400.00	$ 275.00	$ 2,200.00
213	740-6004	ANTI-GRAFFITI COATING (PERMNENT-TY II)	19,318	SF	$ 1.25	$ 24,148.00	$ 2.00	$ 38,636.00	$ 1.00	$ 19,318.00	$ 1.00	$ 19,318.00
214	752-6026	TREE TRIMMING (24" - 42")	1	EA	$ 2,000.00	$ 2,000.00	$ 1,200.00	$ 1,200.00	$ 1,260.00	$ 1,260.00	$ 1,000.00	$ 1,000.00
215	786-6001	CARBON FIBER REINF POLYMER PROTECTION	306	SF	$ 75.00	$ 22,950.00	$ 40.00	$ 12,240.00	$ 45.90	$ 14,045.40	$ 46.00	$ 14,076.00
216	5008-6001	WHEEL STOPS	47	EA	$ 250.00	$ 11,750.00	$ 125.00	$ 5,875.00	$ 85.00	$ 3,995.00	$ 200.00	$ 9,400.00
217	5070-6001	STEEL FENCE (REMOVE)	263	LF	$ 15.00	$ 3,945.00	$ 3.00	$ 789.00	$ 5.00	$ 1,315.00	$ 10.00	$ 2,630.00
218	5070-6002	STEEL FENCE (INSTALL)	263	LF	$ 45.00	$ 11,835.00	$ 35.00	$ 9,205.00	$ 30.00	$ 7,890.00	$ 12.00	$ 3,156.00
219	5084-6001	FIXED BOLLARD	64	EA	$ 600.00	$ 38,400.00	$ 2,200.00	$ 140,800.00	$ 90.20	$ 5,772.80	$ 500.00	$ 32,000.00
220	6001-6002	PORTABLE CHANGEABLE MEAGE SIGN	4	EA	$ 10,500.00	$ 42,000.00	$ 20,000.00	$ 80,000.00	$ 10,200.00	$ 40,800.00	$ 8,000.00	$ 32,000.00
221	6292-6001	RVDS(PRESENCE DETECTION ONLY)	4	EA	$ 6,250.00	$ 25,000.00	$ 3,600.00	$ 14,400.00	$ 6,100.00	$ 24,400.00	$ 5,600.00	$ 22,400.00
222	6292-6002	RVDS(ADVANCE DETECTION ONLY)	2	EA	$ 7,250.00	$ 14,500.00	$ 3,600.00	$ 7,200.00	$ 6,100.00	$ 12,200.00	$ 5,600.00	$ 11,200.00
223	9004-2001	TURF REINFORCEMENT MAT	592	SY	$ 15.00	$ 8,880.00	$ 8.00	$ 4,735.11	$ 15.00	$ 8,878.33	$ 10.00	$ 5,918.89
224	WC103-001	MULCH TOP DREING (5")	3,210	SY	$ 30.00	$ 96,300.00	$ 8.00	$ 25,680.00	$ 5.00	$ 16,050.00	$ 3.00	$ 9,630.00
225	WC9026-001	TEMPORARY TREE PROTECTION	1,105	LF	$ 10.00	$ 11,050.00	$ 6.00	$ 6,630.00	$ 10.00	$ 11,050.00	$ 10.00	$ 11,050.00
226	WC9028-001	CONCRETE TRAIL (5")	438	SY	$ 75.00	$ 32,850.00	$ 72.00	$ 31,536.00	$ 45.10	$ 19,753.80	$ 85.00	$ 37,230.00
227	WC9034-001	SPILL CONTAINMENT INTERCEPTOR AND SEPERATOR	2	EA	$ 50,000.00	$ 100,000.00	$ 120,000.00	$ 240,000.00	$ 127,000.00	$ 254,000.00	$ 105,000.00	$ 210,000.00
228	506-WW	MAJOR MANHOLE ADJUSTMENT, 5 FT DIA.	2	EA	$ 6,300.00	$ 12,600.00	$ 5,000.00	$ 10,000.00	$ 9,700.00	$ 19,400.00	$ 3,000.00	$ 6,000.00
229	506-WW	Precast Manhole w/Precast Base, 4' Dia., 0 ft to 8 ft in depth, Complete and in Place	1	EA	$ 6,300.00	$ 6,300.00	$ 5,200.00	$ 5,200.00	$ 5,500.00	$ 5,500.00	$ 5,500.00	$ 5,500.00
230	506-WW	Precast Internal Drop Manhole w/CIP Base, 5' Dia., 0 ft to 8 ft in depth, Complete and in Place	1	EA	$ 9,975.00	$ 9,975.00	$ 7,500.00	$ 7,500.00	$ 16,800.00	$ 16,800.00	$ 5,500.00	$ 5,500.00
231	506-WW	CIP Manhole w/CIP Base, 8' Dia., 0 ft to 8 ft in depth, Complete and in Place	1	EA	$ 14,700.00	$ 14,700.00	$ 16,000.00	$ 16,000.00	$ 66,000.00	$ 66,000.00	$ 12,500.00	$ 12,500.00
232	506-WW	Extra Depth of 4' Manhole	2	VF	$ 735.00	$ 1,470.00	$ 600.00	$ 1,200.00	$ 350.00	$ 700.00	$ 400.00	$ 800.00
233	506-WW	Extra Depth of 5' Manhole	19	VF	$ 840.00	$ 15,960.00	$ 800.00	$ 15,200.00	$ 500.00	$ 9,500.00	$ 500.00	$ 9,500.00
234	506-WW	Abandonment of Existing Manholes	3	EA	$ 2,625.00	$ 7,875.00	$ 1,200.00	$ 3,600.00	$ 5,300.00	$ 15,900.00	$ 700.00	$ 2,100.00
235	509	Trench Safety Systems (All Depths)	117	LF	$ 4.20	$ 492.00	$ 3.00	$ 351.00	$ 20.45	$ 2,392.65	$ 5.00	$ 585.00

Williamson County Road Bond Program
T4327 Great Oaks Drive Bridge at Brushy Creek
June 30, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		Capital Excavation		J.D. Abrams	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
236	510-WW	Pipe, 8" Dia. PVC SDR-26 (All Depths), Including Restrained Joints, Excavation, Backfill, and temporary and permanent pavement and concrete repairs	71	LF	$ 94.50	$ 6,710.00	$ 85.00	$ 6,035.00	$ 93.30	$ 6,624.30	$ 55.00	$ 3,905.00
237	510-WW	Ductile Iron Fittings	0	TON	$ 15,750.00	$ 2,363.00	$ 12,000.00	$ 1,800.00	$ 10,400.00	$ 1,560.00	$ 10,000.00	$ 1,500.00
238	610	Protective Fencing Type A Chain Link Fence	125	LF	$ 5.25	$ 657.00	$ 8.00	$ 1,000.00	$ 5.00	$ 625.00	$ 10.00	$ 1,250.00
239	SP501-WW	Jacking or Boring, 8" HDPE Pipe	203	LF	$ 210.00	$ 42,630.00	$ 450.00	$ 91,350.00	$ 480.00	$ 97,440.00	$ 225.00	$ 45,675.00
240	SP506-WW	Connect Manhole to Existing 8" WWL, including cutting and plugging the line to be abandoned, connection to active line, labor, equipment, and other incidentals	1	EA	$ 4,200.00	$ 4,200.00	$ 3,500.00	$ 3,500.00	$ 4,950.00	$ 4,950.00	$ 1,000.00	$ 1,000.00
241	SP506-WW	Connect Manhole to Existing 54" WWL, including connection to active line, labor, equipment, and other incidentals	1	EA	$ 26,250.00	$ 26,250.00	$ 7,500.00	$ 7,500.00	$ 9,900.00	$ 9,900.00	$ 7,500.00	$ 7,500.00
242	SP506-WW	CIP Drop Manhole, 5' Dia. to be installed on top of 8' Dia. Manhole Section, 0 ft to 8 ft in depth, Complete and in Place	1	EA	$ 11,025.00	$ 11,025.00	$ 7,000.00	$ 7,000.00	$ 27,500.00	$ 27,500.00	$ 7,500.00	$ 7,500.00
243	SS510-WW	Pipe, 8" Dia. HDPE	46	LF	$ 94.50	$ 4,347.00	$ 95.00	$ 4,370.00	$ 91.30	$ 4,199.80	$ 25.00	$ 1,150.00
244	506-WW	MAJOR MANHOLE ADJUSTMENT, 5 FT DIA.	3	EA	$ 6,300.00	$ 18,900.00	$ 5,000.00	$ 15,000.00	$ 8,400.00	$ 25,200.00	$ 3,000.00	$ 9,000.00
245	510-WW	DUCTILE IRON FITTINGS 4 INCH THROUGH 24 INCH	0	TON	$ 8,925.00	$ 893.00	$ 12,000.00	$ 1,200.00	$ 10,300.00	$ 1,030.00	$ 10,000.00	$ 1,000.00
246	SP506-WW-06	MANHOLE VENT RELOCATION	1	EA	$ 4,725.00	$ 4,725.00	$ 2,200.00	$ 2,200.00	$ 17,400.00	$ 17,400.00	$ 300.00	$ 300.00
247	999-WC01	FORCE ACCOUNT, ESTIMATED PLACEMENT AND PRODUCTION BONUS AND PENALTY (TY B)	1	LS	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
248	999-WC01	FORCE ACCOUNT, ESTIMATED PLACEMENT AND PRODUCTION BONUS AND PENALTY (TY D SURFACE)	1	LS	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
249	999-WC01	FORCE ACCOUNT	1	LS	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
250	999-WC02	FORCE ACCOUNT, IRRIGATION	1	LS	$ 1,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 11,381,605.00**		**$10,580,634.11**		**$11,486,704.87**		**$11,571,128.31**
		ACTUAL BID PROPOSAL				$11,381,605.00		$10,580,634.11		$11,486,704.87		$11,571,128.31
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00		$0.00
		Bid Bond						Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		**Y**

Williamson County Road Bond Program
T4327 Great Oaks Drive Bridge at Brushy Creek
June 30, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	James Construction		Jordan Foster Construction		MA Smith Contracting		PGC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	26	STA	$ 47,250.00	$ 1,228,500.00	$ 23,150.00	$ 601,900.00	$ 6,000.00	$ 156,000.00	$ 5,458.33	$ 141,916.58
2	104-6009	REMOVING CONC (RIPRAP)	29	SY	$ 10.29	$ 298.41	$ 26.00	$ 754.00	$ 23.00	$ 667.00	$ 68.23	$ 1,978.67
3	104-6022	REMOVING CONC (CURB & GUTTER)	2,312	LF	$ 1.19	$ 2,751.28	$ 9.00	$ 20,808.00	$ 7.00	$ 16,184.00	$ 13.65	$ 31,558.80
4	104-6024	REMOVING CONC (RETAINING WALLS)	98	SY	$ 6.09	$ 596.82	$ 95.00	$ 9,310.00	$ 60.00	$ 5,880.00	$ 68.23	$ 6,686.54
5	104-6026	REMOVING CONC (GUTTER)	76	LF	$ 3.93	$ 298.68	$ 25.00	$ 1,900.00	$ 10.00	$ 760.00	$ 20.47	$ 1,555.72
6	104-6028	REMOVING CONC (MISC.)	5	SY	$ 59.70	$ 298.50	$ 68.00	$ 340.00	$ 50.00	$ 250.00	$ 136.46	$ 682.30
7	104-6036	REMOVING CONC (SIDEWALKS OR RAMPS)	983	SY	$ 4.04	$ 3,971.32	$ 12.00	$ 11,796.00	$ 23.00	$ 22,609.00	$ 13.65	$ 13,417.95
8	105-6020	REMOVING STABILIZED BASE AND ASPHALT (12")	3,136	SY	$ 14.07	$ 44,123.52	$ 7.00	$ 21,952.00	$ 12.00	$ 37,632.00	$ 6.82	$ 21,387.52
9	105-6077	REMOVING STABILIZED BASE AND ASPHALT (8")	487	SY	$ 14.48	$ 7,051.76	$ 11.00	$ 5,357.00	$ 11.00	$ 5,357.00	$ 5.46	$ 2,659.02
10	105-6105	REMOVING STABILIZED BASE AND ASPHALT (15")	3,326	SY	$ 17.14	$ 57,007.64	$ 6.50	$ 21,619.00	$ 14.00	$ 46,564.00	$ 8.19	$ 27,239.94
11	110-6001	EXCAVATION (ROADWAY)	2,073	CY	$ 14.13	$ 29,291.49	$ 25.00	$ 51,825.00	$ 14.00	$ 29,022.00	$ 16.37	$ 33,935.01
12	110-6002	EXCAVATION (CHANNEL)	5,924	CY	$ 12.39	$ 73,398.36	$ 20.00	$ 118,480.00	$ 23.00	$ 136,252.00	$ 27.29	$ 161,665.96
13	110-6003	EXCAVATION (SPECIAL)	1,065	CY	$ 21.17	$ 22,546.05	$ 4.00	$ 4,260.00	$ 20.00	$ 21,300.00	$ 27.29	$ 29,063.85
14	132-6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	12,651	CY	$ 21.05	$ 266,303.55	$ 32.00	$ 404,832.00	$ 30.00	$ 379,530.00	$ 20.47	$ 258,965.97
15	132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	11,844	CY	$ 65.87	$ 780,164.28	$ 5.00	$ 59,220.00	$ 29.00	$ 343,476.00	$ 16.37	$ 193,886.28
16	132-6035	EMBANK(FINAL)(DC)(TY E)(CSBE)	1,430	CY	$ 114.56	$ 163,820.80	$ 43.50	$ 62,205.00	$ 91.00	$ 130,130.00	$ 54.58	$ 78,049.40
17	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	13,149	SY	$ 0.75	$ 9,861.75	$ 3.25	$ 42,734.25	$ 1.50	$ 19,723.50	$ 2.73	$ 35,896.77
18	161-WC001	EROSION CONTROL COMPOST (3")	3,210	SY	$ 5.00	$ 16,050.00	$ 6.40	$ 20,544.00	$ 3.50	$ 11,235.00	$ 2.73	$ 8,763.30
19	162-6002	BLOCK SODDING	4,998	SY	$ 5.50	$ 27,489.00	$ 7.80	$ 38,984.40	$ 6.25	$ 31,237.50	$ 7.51	$ 37,534.98
20	164-WC04	SEEDING FOR EROSION CONTROL(TEMP)(COOL)(TY 4)	6,419	SY	$ 0.25	$ 1,604.75	$ 0.27	$ 1,733.13	$ 0.30	$ 1,925.70	$ 0.34	$ 2,182.46
21	164-WC05	SEEDING FOR EROSION CONTROL(PERM)(WARM)(TY 5)	13,149	SY	$ 0.95	$ 12,491.55	$ 1.04	$ 13,674.96	$ 1.05	$ 13,806.45	$ 1.30	$ 17,093.70
22	164-WC10	SEEDING FOR EROSION CONTROL(TEMP)(WARM)(TY 10)	6,419	SY	$ 0.25	$ 1,604.75	$ 0.27	$ 1,733.13	$ 0.30	$ 1,925.70	$ 0.34	$ 2,182.46
23	166-6002	FERTILIZER	0	TON	$ 1,500.00	$ 210.00	$ 1,600.00	$ 224.00	$ 1,700.00	$ 238.00	$ 2,046.86	$ 286.56
24	168-WC01	VEGETATIVE WATERING	210	MG	$ 47.00	$ 9,870.00	$ 28.00	$ 5,880.00	$ 30.00	$ 6,300.00	$ 61.41	$ 12,896.10
25	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	230	SY	$ 1.40	$ 322.00	$ 3.00	$ 690.00	$ 2.00	$ 460.00	$ 1.91	$ 439.30
26	247-6238	FL BS (CMP IN PLC) (TYPE A GRADE 4) (12")	4,503	SY	$ 21.54	$ 96,994.62	$ 17.00	$ 76,551.00	$ 20.00	$ 90,060.00	$ 36.84	$ 165,890.52
27	247-6239	FL BS (CMP IN PLC) (TYPE A GRADE 4) (15")	4,863	SY	$ 27.96	$ 135,969.48	$ 23.00	$ 111,849.00	$ 24.00	$ 116,712.00	$ 43.67	$ 212,367.21
28	260-6002	LIME (HYDRATED LIME (SLURRY))	71	TON	$ 160.74	$ 11,412.54	$ 150.00	$ 10,650.00	$ 180.00	$ 12,780.00	$ 68.23	$ 4,844.33
29	260-6015	LIME TRT (NEW BASE)(8")	3,903	SY	$ 5.91	$ 23,066.73	$ 9.00	$ 35,127.00	$ 3.00	$ 11,709.00	$ 13.65	$ 53,275.95
30	310-6009	PRIME COAT (MC-30)	1,656	GAL	$ 5.90	$ 9,770.40	$ 6.00	$ 9,936.00	$ 6.50	$ 10,764.00	$ 5.59	$ 9,257.04
31	316-6017	ASPH (AC-20-5TR)	2,614	GAL	$ 7.05	$ 18,428.70	$ 7.50	$ 19,605.00	$ 8.00	$ 20,912.00	$ 10.44	$ 27,290.16
32	316-6022	ASPH (CRS-2)	2,517	GAL	$ 6.40	$ 16,108.80	$ 7.00	$ 17,619.00	$ 7.00	$ 17,619.00	$ 9.96	$ 25,069.32
33	316-6397	AGGR (TY-D GR-4 OR TY-L GR-4)	135	CY	$ 390.00	$ 52,650.00	$ 425.00	$ 57,375.00	$ 425.00	$ 57,375.00	$ 307.03	$ 41,449.05
34	3076-6001	D-GR HMA TY-B PG64-22	1,383	TON	$ 112.80	$ 156,002.40	$ 120.00	$ 165,960.00	$ 121.00	$ 167,343.00	$ 125.13	$ 173,054.79
35	3076-6035	D-GR HMA TY-D PG64-22	946	TON	$ 133.10	$ 125,912.60	$ 145.00	$ 137,170.00	$ 142.00	$ 134,332.00	$ 141.58	$ 133,934.68
36	3076-6038	D-GR HMA TY-D PG64-22 (LEVEL-UP)	50	TON	$ 146.50	$ 7,325.00	$ 175.00	$ 8,750.00	$ 170.00	$ 8,500.00	$ 141.58	$ 7,079.00
37	360-6047	CONC PVMT (CONT REINF - CRCP) (6")	3,903	SY	$ 57.39	$ 223,993.17	$ 75.00	$ 292,725.00	$ 65.00	$ 253,695.00	$ 109.17	$ 426,090.51
38	400-6005	CEM STABIL BKFL	254	CY	$ 137.41	$ 34,902.14	$ 138.00	$ 35,052.00	$ 165.00	$ 41,910.00	$ 341.15	$ 86,652.10

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	James Construction		Jordan Foster Construction		MA Smith Contracting		PGC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
39	401-6001	FLOWABLE BACKFILL	7	CY	$ 200.38	$ 1,402.66	$ 150.00	$ 1,050.00	$ 150.00	$ 1,050.00	$ 307.03	$ 2,149.21
40	402-6001	TRENCH EXCAVATION PROTECTION	337	LF	$ 1.61	$ 542.57	$ 5.00	$ 1,685.00	$ 1.00	$ 337.00	$ 13.65	$ 4,600.05
41	403-6001	TEMPORARY SPL SHORING	2,762	SF	$ 1.48	$ 4,087.76	$ 24.00	$ 66,288.00	$ 30.00	$ 82,860.00	$ 14.52	$ 40,104.24
42	416-6003	DRILL SHAFT (30 IN)	710	LF	$ 169.28	$ 120,188.80	$ 200.00	$ 142,000.00	$ 260.00	$ 184,600.00	$ 214.89	$ 152,571.90
43	416-6004	DRILL SHAFT (36 IN)	652	LF	$ 204.35	$ 133,236.20	$ 215.00	$ 140,180.00	$ 320.00	$ 208,640.00	$ 252.75	$ 164,793.00
44	416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	94	LF	$ 318.21	$ 29,911.74	$ 345.00	$ 32,430.00	$ 430.00	$ 40,420.00	$ 403.05	$ 37,886.70
45	420-6013	CL C CONC (ABUT)	177	CY	$ 1,000.00	$ 177,000.00	$ 1,025.00	$ 181,425.00	$ 1,350.00	$ 238,950.00	$ 956.80	$ 169,353.60
46	420-6029	CL C CONC (CAP)	192	CY	$ 1,000.00	$ 191,700.00	$ 1,300.00	$ 249,210.00	$ 1,000.00	$ 191,700.00	$ 1,066.21	$ 204,392.46
47	420-6037	CL C CONC (COLUMN)	81	CY	$ 1,000.00	$ 80,600.00	$ 1,445.00	$ 116,467.00	$ 1,000.00	$ 80,600.00	$ 992.14	$ 79,966.48
48	420-6071	CL C CONC (COLLAR)	1	EA	$ 2,148.45	$ 2,148.45	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00	$ 2,294.54	$ 2,294.54
49	420-6074	CL C CONC (MISC)	13	CY	$ 3,500.00	$ 44,450.00	$ 1,700.00	$ 21,590.00	$ 1,600.00	$ 20,320.00	$ 1,081.20	$ 13,731.24
50	420-6100	CL F CONC (FOOTING) (MA)	85	CY	$ 1,000.00	$ 85,000.00	$ 1,300.00	$ 110,500.00	$ 1,100.00	$ 93,500.00	$ 804.07	$ 68,345.95
51	422-6001	REINF CONC SLAB	31,512	SF	$ 20.20	$ 636,542.40	$ 23.00	$ 724,776.00	$ 24.00	$ 756,288.00	$ 23.19	$ 730,763.28
52	422-6007	REINF CONC SLAB (SLAB BEAM)	8,468	SF	$ 15.00	$ 127,020.00	$ 19.00	$ 160,892.00	$ 50.00	$ 423,400.00	$ 11.77	$ 99,668.36
53	422-6011	BRIDGE MEDIAN	1,330	SF	$ 15.00	$ 19,950.00	$ 10.00	$ 13,300.00	$ 22.00	$ 29,260.00	$ 12.16	$ 16,172.80
54	422-6013	BRIDGE SIDEWALK	8,897	SF	$ 12.00	$ 106,764.00	$ 8.30	$ 73,845.10	$ 10.00	$ 88,970.00	$ 10.53	$ 93,685.41
55	422-6015	APPROACH SLAB	227	CY	$ 532.60	$ 120,846.94	$ 420.00	$ 95,298.00	$ 700.00	$ 158,830.00	$ 679.08	$ 154,083.25
56	423-6001	RETAINING WALL (MSE)	21,159	SF	$ 37.92	$ 802,349.28	$ 52.00	$ 1,100,268.00	$ 49.00	$ 1,036,791.00	$ 56.00	$ 1,184,904.00
57	423-6003	RETAINING WALL (TEMP WALL)	2,755	SF	$ 19.01	$ 52,372.55	$ 19.00	$ 52,345.00	$ 35.00	$ 96,425.00	$ 25.00	$ 68,875.00
58	423-6005	RETAINING WALL (SPREAD FOOTING)	5,717	SF	$ 78.80	$ 450,499.60	$ 54.00	$ 308,718.00	$ 79.00	$ 451,643.00	$ 67.63	$ 386,640.71
59	425-6009	PRESTR CONC SLAB BEAM (4SB12)	625	LF	$ 173.31	$ 108,287.55	$ 190.00	$ 118,715.80	$ 215.00	$ 134,336.30	$ 296.40	$ 185,196.65
60	425-6010	PRESTR CONC SLAB BEAM (5SB12)	1,113	LF	$ 179.71	$ 199,992.07	$ 210.00	$ 233,700.60	$ 245.00	$ 272,650.70	$ 296.43	$ 329,885.09
61	425-6037	PRESTR CONC GIRDER (TX40) (MOD)	239	LF	$ 946.12	$ 225,706.39	$ 980.00	$ 233,788.80	$ 1,200.00	$ 286,272.00	$ 362.09	$ 86,380.19
62	425-6038	PRESTR CONC GIRDER (TX46)	3,068	LF	$ 157.21	$ 482,336.00	$ 165.00	$ 506,236.50	$ 195.00	$ 598,279.50	$ 288.25	$ 884,379.83
63	425-6038	PRESTR CONC GIRDER (TX46) (MOD)	302	LF	$ 726.68	$ 219,471.89	$ 750.00	$ 226,515.00	$ 900.00	$ 271,818.00	$ 315.12	$ 95,172.54
64	432-6003	RIPRAP (CONC)(6 IN)	34	CY	$ 437.07	$ 14,860.38	$ 520.00	$ 17,680.00	$ 535.00	$ 18,190.00	$ 585.41	$ 19,903.94
65	432-6010	RIRAP (CONCRETE) (CL B) (5 IN)	3	CY	$ 1,101.73	$ 3,415.36	$ 800.00	$ 2,480.00	$ 1,000.00	$ 3,100.00	$ 614.06	$ 1,903.59
66	432-6031	RIPRAP (STONE PROTECTION)(12 IN)	3,138	CY	$ 132.82	$ 416,789.16	$ 130.00	$ 407,940.00	$ 140.00	$ 439,320.00	$ 225.16	$ 706,552.08
67	432-6032	RIPRAP (STONE PROTECTION)(15 IN)	802	CY	$ 133.28	$ 106,890.56	$ 130.00	$ 104,260.00	$ 163.00	$ 130,726.00	$ 252.45	$ 202,464.90
68	432-6042	RIPRAP (CONC)(DIIPATER)	71	CY	$ 695.89	$ 49,408.19	$ 850.00	$ 60,350.00	$ 408.00	$ 28,968.00	$ 953.84	$ 67,722.64
69	442-6007	STR STEEL (MISC NON-BRIDGE)	2,021	LB	$ 20.88	$ 42,198.48	$ 17.00	$ 34,357.00	$ 17.00	$ 34,357.00	$ 4.41	$ 8,912.61
70	450-6004	RAIL (TY T221) (MOD)	1,180	LF	$ 51.70	$ 61,006.00	$ 128.00	$ 151,040.00	$ 65.00	$ 76,700.00	$ 84.63	$ 99,863.40
71	450-6019	RAIL (TY T631LS)	568	LF	$ 88.74	$ 50,430.94	$ 72.00	$ 40,917.60	$ 70.00	$ 39,781.00	$ 91.90	$ 52,226.77
72	450-6030	RAIL (TY C221) (MOD)	1,152	LF	$ 95.30	$ 109,795.13	$ 165.00	$ 190,096.50	$ 92.00	$ 105,993.20	$ 134.83	$ 155,337.64
73	450-6042	RAIL (TY PR1)	95	LF	$ 134.03	$ 12,732.85	$ 130.00	$ 12,350.00	$ 235.00	$ 22,325.00	$ 164.64	$ 15,640.80
74	454-6001	SEALED EXPANSION JOINT (4 IN) (SEJ - A)	210	LF	$ 116.59	$ 24,483.90	$ 155.00	$ 32,550.00	$ 205.00	$ 43,050.00	$ 224.23	$ 47,088.30
75	462-6003	CONC BOX CULV (4 FT X 2 FT)	42	LF	$ 300.00	$ 12,600.00	$ 275.00	$ 11,550.00	$ 295.00	$ 12,390.00	$ 463.96	$ 19,486.32
76	462-6014	CONC BOX CULV (7 FT X 3 FT)	137	LF	$ 500.00	$ 68,500.00	$ 520.00	$ 71,240.00	$ 580.00	$ 79,460.00	$ 914.27	$ 125,254.99
77	462-6016	CONC BOX CULV (7 FT X5 FT)	259	LF	$ 700.00	$ 181,300.00	$ 620.00	$ 160,580.00	$ 660.00	$ 170,940.00	$ 1,159.90	$ 300,414.10
78	464-6003	R C PIPE (CL III) (18 IN)	574	LF	$ 100.00	$ 57,400.00	$ 94.00	$ 53,956.00	$ 87.00	$ 49,938.00	$ 155.56	$ 89,291.44

Williamson County Road Bond Program
T4327 Great Oaks Drive Bridge at Brushy Creek
June 30, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	James Construction		Jordan Foster Construction		MA Smith Contracting		PGC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
79	464-6005	R C PIPE (CL III) (24 IN)	162	LF	$ 120.00	$ 19,440.00	$ 87.00	$ 14,094.00	$ 98.00	$ 15,876.00	$ 184.22	$ 29,843.64
80	464-6007	R C PIPE (CL III) (30 IN)	94	LF	$ 110.00	$ 10,340.00	$ 117.00	$ 10,998.00	$ 126.00	$ 11,844.00	$ 238.80	$ 22,447.20
81	464-6009	R C PIPE (CL III) (42 IN)	108	LF	$ 150.00	$ 16,200.00	$ 225.00	$ 24,300.00	$ 255.00	$ 27,540.00	$ 361.61	$ 39,053.88
82	464-6012	R C PIPE (CL III)(60 IN)	78	LF	$ 300.00	$ 23,400.00	$ 415.00	$ 32,370.00	$ 460.00	$ 35,880.00	$ 750.52	$ 58,540.56
83	464-6025	R C PIPE (CL V) (18 IN)	133	LF	$ 175.00	$ 23,275.00	$ 92.00	$ 12,236.00	$ 98.00	$ 13,034.00	$ 174.67	$ 23,231.11
84	464-6028	R C PIPE (CL V) (42 IN)	83	LF	$ 250.00	$ 20,750.00	$ 286.00	$ 23,738.00	$ 336.00	$ 27,888.00	$ 491.25	$ 40,773.75
85	464-6030	RC PIPE (ARCH)(CL III)(DES 1)	70	LF	$ 175.00	$ 12,250.00	$ 188.00	$ 13,160.00	$ 195.00	$ 13,650.00	$ 450.31	$ 31,521.70
86	465-6002	MANH (COMPL)(PRM)(48IN)	4	EA	$ 4,083.51	$ 16,334.04	$ 5,400.00	$ 21,600.00	$ 4,300.00	$ 17,200.00	$ 11,462.49	$ 45,849.96
87	465-6013	INLET (COMPL)(PCO)(3FT)(NONE)	1	EA	$ 7,959.27	$ 7,959.27	$ 10,000.00	$ 10,000.00	$ 8,100.00	$ 8,100.00	$ 17,466.66	$ 17,466.66
88	465-6016	INLET (COMPL)(PCO)(3FT)(BOTH)	4	EA	$ 5,060.59	$ 20,242.36	$ 7,000.00	$ 28,000.00	$ 5,200.00	$ 20,800.00	$ 11,735.41	$ 46,941.64
89	465-6017	INLET (COMPL)(PCO)(4FT)(NONE)	1	EA	$ 5,162.16	$ 5,162.16	$ 7,500.00	$ 7,500.00	$ 6,000.00	$ 6,000.00	$ 13,645.82	$ 13,645.82
90	465-6021	INLET (COMPL)(PCO)(5FT)(NONE)	1	EA	$ 9,362.78	$ 9,362.78	$ 11,000.00	$ 11,000.00	$ 9,300.00	$ 9,300.00	$ 21,833.32	$ 21,833.32
91	465-6024	INLET (COMPL)(PCO)(5FT)(BOTH)	1	EA	$ 6,951.71	$ 6,951.71	$ 9,100.00	$ 9,100.00	$ 6,600.00	$ 6,600.00	$ 17,739.58	$ 17,739.58
92	465-6032	INLET (COMPL)(PCU)(3FT)(BOTH)	1	EA	$ 5,515.79	$ 5,515.79	$ 8,000.00	$ 8,000.00	$ 6,000.00	$ 6,000.00	$ 14,328.12	$ 14,328.12
93	465-6050	INLET (COMPL)(POD)(SFG)(3FTX5FT)	1	EA	$ 4,472.74	$ 4,472.74	$ 4,200.00	$ 4,200.00	$ 4,800.00	$ 4,800.00	$ 13,099.99	$ 13,099.99
94	465-6126	INLET (COMPL) (PSL)(FG) (3FTX3FT-3FTX3FT)	1	EA	$ 4,963.39	$ 4,963.39	$ 3,800.00	$ 3,800.00	$ 4,500.00	$ 4,500.00	$ 11,326.03	$ 11,326.03
95	465-6146	INLET (COMPL)(PSL)(SFG)(3FTX3FT-3FTX3FT)	2	EA	$ 4,963.37	$ 9,926.74	$ 4,400.00	$ 8,800.00	$ 4,700.00	$ 9,400.00	$ 12,008.33	$ 24,016.66
96	465-6148	INLET(COMPL)(PSL)(SFG)(3FTX5FT-3FTX5FT)	6	EA	$ 5,727.42	$ 34,364.52	$ 4,900.00	$ 29,400.00	$ 6,000.00	$ 36,000.00	$ 15,692.70	$ 94,156.20
97	466-6117	HEADWALL (CH - PW - A - 0) (DES= 1)	2	EA	$ 7,227.57	$ 14,455.14	$ 5,000.00	$ 10,000.00	$ 7,400.00	$ 14,800.00	$ 4,762.39	$ 9,524.78
98	466-6179	WINGWALL (PW-1) (HW=4FT)	1	EA	$ 9,392.22	$ 9,392.22	$ 18,000.00	$ 18,000.00	$ 32,000.00	$ 32,000.00	$ 24,548.84	$ 24,548.84
99	466-6183	WINGWALL (PW-1) (HW=8FT) (MOD)	1	EA	$ 35,927.14	$ 35,927.14	$ 40,000.00	$ 40,000.00	$ 33,300.00	$ 33,300.00	$ 45,017.58	$ 45,017.58
100	467-6138	SET (TY I) (S=4) (HW=3) (3 : 1) (P)	2	EA	$ 6,476.91	$ 12,953.82	$ 7,900.00	$ 15,800.00	$ 5,600.00	$ 11,200.00	$ 7,491.56	$ 14,983.12
101	467-6358	SET (TY II) (18 IN) (RCP) (4:1) (C)	2	EA	$ 1,217.73	$ 2,435.46	$ 1,500.00	$ 3,000.00	$ 1,500.00	$ 3,000.00	$ 4,093.75	$ 8,187.50
102	467-6362	SET (TY II) (18 IN) (RCP) (6: 1) (C)	1	EA	$ 1,315.31	$ 1,315.31	$ 1,900.00	$ 1,900.00	$ 2,200.00	$ 2,200.00	$ 4,776.04	$ 4,776.04
103	467-6389	SET (TY II) (24 IN) (RCP) (3: 1) (P)	1	EA	$ 1,283.16	$ 1,283.16	$ 1,600.00	$ 1,600.00	$ 1,800.00	$ 1,800.00	$ 4,776.04	$ 4,776.04
104	467-6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	1	EA	$ 1,743.94	$ 1,743.94	$ 2,300.00	$ 2,300.00	$ 2,600.00	$ 2,600.00	$ 6,140.62	$ 6,140.62
105	496-6002	REMOV STR (INLET)	1	EA	$ 621.86	$ 621.86	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 2,046.88	$ 2,046.88
106	496-6004	REMOV STR (SET)	2	EA	$ 464.10	$ 928.20	$ 335.00	$ 670.00	$ 800.00	$ 1,600.00	$ 2,046.88	$ 4,093.76
107	496-6006	REMOV STR (HEADWALL)	5	EA	$ 2,074.76	$ 10,373.80	$ 2,900.00	$ 14,500.00	$ 1,800.00	$ 9,000.00	$ 2,729.16	$ 13,645.80
108	496-6007	REMOV STR (PIPE)	144	LF	$ 37.98	$ 5,469.12	$ 25.00	$ 3,600.00	$ 14.00	$ 2,016.00	$ 27.29	$ 3,929.76
109	496-6010	REMOV STR (BRIDGE 100-499 FT LENGTH)	1	EA	$ 59,630.27	$ 59,630.27	$ 110,000.00	$ 110,000.00	$ 200,000.00	$ 200,000.00	$ 114,000.00	$ 114,000.00
110	496-6030	REMOV STR (BOLLARD)	8	EA	$ 77.91	$ 623.28	$ 290.00	$ 2,320.00	$ 115.00	$ 920.00	$ 272.92	$ 2,183.36
111	496-6032	REMOV STR (ROCKWALL)	2	EA	$ 1,216.63	$ 2,433.26	$ 1,500.00	$ 3,000.00	$ 1,500.00	$ 3,000.00	$ 7,200.00	$ 14,400.00
112	496-6043	REMOV STR (SMALL FENCE)	30	LF	$ 24.07	$ 722.10	$ 10.00	$ 300.00	$ 12.00	$ 360.00	$ 68.23	$ 2,046.90
113	500-6001	MOBILIZATION	1	LS	$ 1,240,000.00	$ 1,240,000.00	$ 1,180,000.00	$ 1,180,000.00	$ 800,000.00	$ 800,000.00	$ 475,000.00	$ 475,000.00
114	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	18	MO	$ 5,745.01	$ 103,410.18	$ 4,000.00	$ 72,000.00	$ 4,000.00	$ 72,000.00	$ 1,125.78	$ 20,264.04
115	506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	520	LF	$ 45.00	$ 23,400.00	$ 46.00	$ 23,920.00	$ 50.00	$ 26,000.00	$ 61.41	$ 31,933.20
116	506-6011	ROCK FILTER DAMS (REMOVE)	520	LF	$ 40.00	$ 20,800.00	$ 41.00	$ 21,320.00	$ 44.00	$ 22,880.00	$ 54.58	$ 28,381.60
117	506-6035	SANDBAGS FOR EROSION CONTROL	76	EA	$ 8.00	$ 608.00	$ 8.50	$ 646.00	$ 10.00	$ 760.00	$ 10.92	$ 829.92
118	506-6037	BIODEGRADABLE EROSION CONTROL LOGS (12")	276	LF	$ 4.00	$ 1,104.00	$ 4.00	$ 1,104.00	$ 4.50	$ 1,242.00	$ 5.46	$ 1,506.96

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	James Construction		Jordan Foster Construction		MA Smith Contracting		PGC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
119	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	2,185	LF	$ 3.50	$ 7,647.50	$ 4.00	$ 8,740.00	$ 4.00	$ 8,740.00	$ 4.78	$ 10,444.30
120	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	2,185	LF	$ 1.00	$ 2,185.00	$ 1.20	$ 2,622.00	$ 1.15	$ 2,512.75	$ 1.36	$ 2,971.60
121	508-6001	CONSTRUCTING DETOURS	2,888	SY	$ 52.16	$ 150,638.08	$ 55.00	$ 158,840.00	$ 72.00	$ 207,936.00	$ 48.03	$ 138,710.64
122	512-6005	PORT CTB (FUR & INST)(F-SHAPE)(TY 1)	1,298	LF	$ 34.78	$ 45,144.44	$ 31.00	$ 40,238.00	$ 70.00	$ 90,860.00	$ 24.88	$ 32,294.24
123	512-6009	PORTABLE CTB (FUR & INST) (LOW PROF) (TY1)	1,750	LF	$ 45.46	$ 79,555.00	$ 8.50	$ 14,875.00	$ 30.00	$ 52,500.00	$ 114.59	$ 200,532.50
124	512-6010	PORTABLE CTB (FUR & INST) (LOW PROF) (TY2)	80	LF	$ 66.88	$ 5,350.40	$ 50.00	$ 4,000.00	$ 72.00	$ 5,760.00	$ 114.59	$ 9,167.20
125	512-6029	PORTABLE CTB (MOVE) (F-SHAPE) (TY1)	414	LF	$ 3.85	$ 1,593.90	$ 10.00	$ 4,140.00	$ 20.00	$ 8,280.00	$ 9.58	$ 3,966.12
126	512-6033	PORTABLE CTB (MOVE) (LOW PROF) (TY1)	140	LF	$ 5.45	$ 763.00	$ 10.00	$ 1,400.00	$ 20.00	$ 2,800.00	$ 11.34	$ 1,587.60
127	512-6034	PORTABLE CTB (MOVE) (LOW PROF) (TY2)	20	LF	$ 35.17	$ 703.40	$ 29.00	$ 580.00	$ 20.00	$ 400.00	$ 39.68	$ 793.60
128	512-6053	PORTABLE CTB (REMOVE) (F-SHAPE) (TY-1)	1,298	LF	$ 4.86	$ 6,308.28	$ 10.00	$ 12,980.00	$ 11.00	$ 14,278.00	$ 15.24	$ 19,781.52
129	512-6057	PORTABLE CTB (REMOVE) (LOW PROF) (TY1)	1,750	LF	$ 4.55	$ 7,962.50	$ 9.00	$ 15,750.00	$ 11.00	$ 19,250.00	$ 14.69	$ 25,707.50
130	512-6058	PORTABLE CTB (REMOVE) (LOW PROF) (TY2)	80	LF	$ 6.38	$ 510.40	$ 22.00	$ 1,760.00	$ 16.00	$ 1,280.00	$ 14.61	$ 1,168.80
131	529-6002	CONCRETE CURB TYPE II	239	LF	$ 7.00	$ 1,673.00	$ 16.00	$ 3,824.00	$ 30.00	$ 7,170.00	$ 20.46	$ 4,889.94
132	529-6008	CONC CURB & GUTTER (TY 2)	2,325	LF	$ 19.00	$ 44,175.00	$ 20.00	$ 46,500.00	$ 18.00	$ 41,850.00	$ 25.79	$ 59,961.75
133	531-6002	CONC SIDEWALKS (5")	909	SY	$ 46.38	$ 42,159.42	$ 70.00	$ 63,630.00	$ 51.00	$ 46,359.00	$ 81.86	$ 74,410.74
134	531-6005	CURB RAMP, TYPE 2	2	EA	$ 1,931.93	$ 3,863.86	$ 2,500.00	$ 5,000.00	$ 1,700.00	$ 3,400.00	$ 2,579.07	$ 5,158.14
135	536-6004	CONC DIRECTIONAL ISLAND	176	SY	$ 83.16	$ 14,636.16	$ 80.00	$ 14,080.00	$ 72.00	$ 12,672.00	$ 114.61	$ 20,171.36
136	540-6001	MTL W-BEAM GD FEN (TIM POST)	163	LF	$ 28.40	$ 4,629.20	$ 30.00	$ 4,890.00	$ 32.00	$ 5,216.00	$ 38.75	$ 6,316.25
137	540-6005	TERMINAL ANCHOR SECTION	1	EA	$ 780.00	$ 780.00	$ 800.00	$ 800.00	$ 900.00	$ 900.00	$ 1,064.38	$ 1,064.38
138	540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	2	EA	$ 2,335.00	$ 4,670.00	$ 2,400.00	$ 4,800.00	$ 2,700.00	$ 5,400.00	$ 3,186.30	$ 6,372.60
139	540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	1	EA	$ 1,120.00	$ 1,120.00	$ 1,150.00	$ 1,150.00	$ 1,300.00	$ 1,300.00	$ 1,528.33	$ 1,528.33
140	542-6001	REMOVE METAL BEAM GUARD FENCE	119	LF	$ 10.00	$ 1,190.00	$ 10.50	$ 1,249.50	$ 12.00	$ 1,428.00	$ 13.65	$ 1,624.35
141	545-6005	CRASH CUSH ATTEN (REMOVE)	1	EA	$ 750.00	$ 750.00	$ 800.00	$ 800.00	$ 860.00	$ 860.00	$ 1,023.43	$ 1,023.43
142	545-6019	CRASH CUSH ATTEN (INSTL) (S) (N) (TL3)	1	EA	$ 8,700.00	$ 8,700.00	$ 8,800.00	$ 8,800.00	$ 10,000.00	$ 10,000.00	$ 11,871.86	$ 11,871.86
143	550-6001	CHAIN LINK FENCE (INSTALL) (6")	312	LF	$ 10.00	$ 3,120.00	$ 52.00	$ 16,224.00	$ 56.00	$ 17,472.00	$ 28.66	$ 8,941.92
144	550-6003	CHAINLINK FENCE (REMOVE)	939	LF	$ 5.00	$ 4,695.00	$ 5.50	$ 5,164.50	$ 5.50	$ 5,164.50	$ 8.19	$ 7,690.41
145	550-6004	CHAIN LINK FENCE GATE (INSTALL)(DOUBLE)(6'X14')	1	EA	$ 3,500.00	$ 3,500.00	$ 2,800.00	$ 2,800.00	$ 3,200.00	$ 3,200.00	$ 2,729.16	$ 2,729.16
146	550-6006	GATE (REMOVE)	1	EA	$ 1,500.00	$ 1,500.00	$ 1,050.00	$ 1,050.00	$ 1,200.00	$ 1,200.00	$ 545.83	$ 545.83
147	556-6008	PIPE UNDERDRAINS (TY 8) (6 IN)	118	LF	$ 33.80	$ 3,988.40	$ 50.00	$ 5,900.00	$ 30.00	$ 3,540.00	$ 129.64	$ 15,297.52
148	610-6007	REMOVE RD IL ASM (SHOE-BASE)	1	EA	$ 320.00	$ 320.00	$ 1,175.00	$ 1,175.00	$ 370.00	$ 370.00	$ 436.67	$ 436.67
149	610-6107	IN RD IL (U/P) (TY 2) (250W EQ) LED	17	EA	$ 1,800.00	$ 30,600.00	$ 1,850.00	$ 31,450.00	$ 2,000.00	$ 34,000.00	$ 2,456.25	$ 41,756.25
150	610-6130	IN RD IL (TY SA) 20T-8 (250W EQ) LED	4	EA	$ 3,200.00	$ 12,800.00	$ 3,300.00	$ 13,200.00	$ 3,600.00	$ 14,400.00	$ 4,366.67	$ 17,466.68
151	618-6046	CONDT (PVC) (SCHD 80) (2")	1,391	LF	$ 20.00	$ 27,820.00	$ 20.50	$ 28,515.50	$ 22.00	$ 30,602.00	$ 27.29	$ 37,960.39
152	618-6053	CONDT (PVC) (SCHD 80) (3")	575	LF	$ 30.00	$ 17,250.00	$ 31.00	$ 17,825.00	$ 34.00	$ 19,550.00	$ 40.94	$ 23,540.50
153	618-6070	CONDT (RM) (2")	600	LF	$ 50.00	$ 30,000.00	$ 52.00	$ 31,200.00	$ 57.00	$ 34,200.00	$ 68.23	$ 40,938.00
154	620-6005	ELEC CONDR (NO. 10) BARE	1,505	LF	$ 1.60	$ 2,408.00	$ 1.65	$ 2,483.25	$ 1.75	$ 2,633.75	$ 2.18	$ 3,280.90
155	620-6006	ELEC CONDR (NO.10) INSULATED	6,060	LF	$ 1.70	$ 10,302.00	$ 1.75	$ 10,605.00	$ 1.85	$ 11,211.00	$ 2.32	$ 14,059.20
156	620-6008	ELEC CONDR (NO. 8) INSULATED	1,810	LF	$ 1.60	$ 2,896.00	$ 1.65	$ 2,986.50	$ 1.75	$ 3,167.50	$ 2.18	$ 3,945.80
157	620-6009	ELEC CONDR (NO. 6) BARE	1,242	LF	$ 1.80	$ 2,235.60	$ 1.90	$ 2,359.80	$ 2.00	$ 2,484.00	$ 2.46	$ 3,055.32
158	620-6011	ELEC CONDR (NO. 4) BARE	530	LF	$ 2.00	$ 1,060.00	$ 2.10	$ 1,113.00	$ 2.00	$ 1,060.00	$ 2.73	$ 1,446.90

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	James Construction		Jordan Foster Construction		MA Smith Contracting		PGC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
159	620-6012	ELEC CONDR (NO. 4) INSULATED	140	LF	$ 3.00	$ 420.00	$ 3.25	$ 455.00	$ 3.50	$ 490.00	$ 4.09	$ 572.60
160	624-6009	GROUND BOX TY D (162922)	9	EA	$ 1,300.00	$ 11,700.00	$ 1,350.00	$ 12,150.00	$ 1,500.00	$ 13,500.00	$ 1,773.96	$ 15,965.64
161	624-6010	GROUND BOX TY D (162922) W/ APRON	9	EA	$ 1,560.00	$ 14,040.00	$ 1,600.00	$ 14,400.00	$ 1,800.00	$ 16,200.00	$ 2,128.75	$ 19,158.75
162	628-6165	ELC SRV TY D 120/240 070 (NS)AL(E)SP(O)	3	EA	$ 4,300.00	$ 12,900.00	$ 4,500.00	$ 13,500.00	$ 5,000.00	$ 15,000.00	$ 5,867.70	$ 17,603.10
163	644-6001	IN SM RD SN SUP&AM TY1OBWG (1) SA (P)	4	EA	$ 550.00	$ 2,200.00	$ 575.00	$ 2,300.00	$ 715.00	$ 2,860.00	$ 750.52	$ 3,002.08
164	644-6007	IN SM RD SN SUP&AM TY1OBWG (1) SA (U)	1	EA	$ 850.00	$ 850.00	$ 900.00	$ 900.00	$ 850.00	$ 850.00	$ 1,159.90	$ 1,159.90
165	644-6017	IN SM RD SN SUP&AM TY10BWG (2) SA (P)	1	EA	$ 1,085.00	$ 1,085.00	$ 1,100.00	$ 1,100.00	$ 1,400.00	$ 1,400.00	$ 1,480.57	$ 1,480.57
166	644-6058	IN SM RD SN SUP&AM TYTWT (1) UB (P)	6	EA	$ 675.00	$ 4,050.00	$ 700.00	$ 4,200.00	$ 500.00	$ 3,000.00	$ 921.09	$ 5,526.54
167	644-6060	IN SM RD SN SUP&AM TYTWT (1) WS (P)	2	EA	$ 450.00	$ 900.00	$ 475.00	$ 950.00	$ 425.00	$ 850.00	$ 614.07	$ 1,228.14
168	644-6066	IN SM RD SN SUP&AM (RAIL MOUNT)	5	EA	$ 1,500.00	$ 7,500.00	$ 3,200.00	$ 16,000.00	$ 3,250.00	$ 16,250.00	$ 477.60	$ 2,388.00
169	644-6068	RELOCATE SM RD SN SUP&AM TY 1OBWG	2	EA	$ 350.00	$ 700.00	$ 360.00	$ 720.00	$ 525.00	$ 1,050.00	$ 682.29	$ 1,364.58
170	644-6076	REMOVE SM RD SN SUP & AM	15	EA	$ 25.00	$ 375.00	$ 85.00	$ 1,275.00	$ 225.00	$ 3,375.00	$ 682.29	$ 10,234.35
171	644-6078	REMOVE SM RD SN SUP & AM (SIGN ONLY)	1	EA	$ 15.00	$ 15.00	$ 105.00	$ 105.00	$ 225.00	$ 225.00	$ 204.68	$ 204.68
172	662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	7,678	LF	$ 0.38	$ 2,917.64	$ 0.40	$ 3,071.20	$ 0.85	$ 6,526.30	$ 0.52	$ 3,992.56
173	662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	103	LF	$ 2.87	$ 295.61	$ 3.00	$ 309.00	$ 8.50	$ 875.50	$ 3.92	$ 403.76
174	662-6031	WZ ZN PAV MRK NON-REMOV (W) 36" (YLD TRI)	9	EA	$ 25.00	$ 225.00	$ 26.00	$ 234.00	$ 28.00	$ 252.00	$ 34.11	$ 306.99
175	662-6033	WK ZN PAV MRK NON-REMOV (Y) 4" (DOT)	231	LF	$ 0.47	$ 108.57	$ 0.50	$ 115.50	$ 1.10	$ 254.10	$ 0.64	$ 147.84
176	662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	10,005	LF	$ 0.38	$ 3,801.90	$ 0.40	$ 4,002.00	$ 0.85	$ 8,504.25	$ 0.52	$ 5,202.60
177	666-6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	1,758	LF	$ 1.18	$ 2,074.44	$ 1.20	$ 2,109.60	$ 1.35	$ 2,373.30	$ 1.61	$ 2,830.38
178	666-6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	147	LF	$ 6.50	$ 955.50	$ 7.00	$ 1,029.00	$ 7.50	$ 1,102.50	$ 8.87	$ 1,303.89
179	666-6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)	23	EA	$ 98.00	$ 2,254.00	$ 100.00	$ 2,300.00	$ 170.00	$ 3,910.00	$ 133.73	$ 3,075.79
180	666-6101	REF PAV MRK TY I(W)36"(YLD TRI)(090MIL)	3	EA	$ 75.00	$ 225.00	$ 80.00	$ 240.00	$ 170.00	$ 510.00	$ 102.34	$ 307.02
181	666-6216	REFL PAV MRK TY II (Y) (ISLAND)	42	SF	$ 8.25	$ 346.50	$ 8.50	$ 357.00	$ 2.75	$ 115.50	$ 11.26	$ 472.92
182	666-6299	RE PM W/RET REQ TY I (W)4"(BRK)(090MIL)	2,206	LF	$ 0.59	$ 1,301.54	$ 0.60	$ 1,323.60	$ 0.50	$ 1,103.00	$ 0.81	$ 1,786.86
183	666-6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	5,197	LF	$ 0.59	$ 3,066.23	$ 0.60	$ 3,118.20	$ 0.80	$ 4,157.60	$ 0.81	$ 4,209.57
184	666-6314	RE PM W/RET REQ TY I (Y) 4"(SLD)(090MIL)	3,832	LF	$ 0.59	$ 2,260.88	$ 0.60	$ 2,299.20	$ 0.42	$ 1,609.44	$ 0.81	$ 3,103.92
185	668-6111	PRE PM TY C (ACC PRK)(BLU)(SYMBL ONLY)	2	EA	$ 275.00	$ 550.00	$ 280.00	$ 560.00	$ 275.00	$ 550.00	$ 375.26	$ 750.52
186	672-6007	REFL PAV MRKR TY I-C	61	EA	$ 5.85	$ 356.85	$ 6.00	$ 366.00	$ 6.75	$ 411.75	$ 7.98	$ 486.78
187	672-6009	REFL PAV MRKR TY II-A-A	98	EA	$ 5.85	$ 573.30	$ 6.00	$ 588.00	$ 6.75	$ 661.50	$ 7.98	$ 782.04
188	677-6001	ELIM EXT PAV MRK & MRKS (4")	1,982	LF	$ 1.27	$ 2,517.14	$ 1.30	$ 2,576.60	$ 1.25	$ 2,477.50	$ 1.73	$ 3,428.86
189	678-6001	PAV SURF PREP FOR MRK (4")	2,111	LF	$ 0.15	$ 316.65	$ 0.15	$ 316.65	$ 0.30	$ 633.30	$ 0.20	$ 422.20
190	678-6009	PAV SURF PREP FOR MRK (ARROW)	23	EA	$ 25.00	$ 575.00	$ 26.00	$ 598.00	$ 27.00	$ 621.00	$ 34.11	$ 784.53
191	678-6021	PAV SURF PREP FOR MRK (SYMBOL)	2	EA	$ 35.00	$ 70.00	$ 36.00	$ 72.00	$ 33.00	$ 66.00	$ 47.76	$ 95.52
192	680-6003	INSTALL HWY TRF SIG (SYSTEM)	1	EA	$ 20,000.00	$ 20,000.00	$ 20,500.00	$ 20,500.00	$ 23,000.00	$ 23,000.00	$ 27,291.65	$ 27,291.65
193	682-6001	VEH SIG SEC (12 IN) LED (GRN)	9	EA	$ 275.00	$ 2,475.00	$ 300.00	$ 2,700.00	$ 310.00	$ 2,790.00	$ 375.26	$ 3,377.34
194	682-6002	VEH SIG SEC (12 IN) LED (GRN ARW)	6	EA	$ 275.00	$ 1,650.00	$ 300.00	$ 1,800.00	$ 310.00	$ 1,860.00	$ 375.26	$ 2,251.56
195	682-6003	VEH SIG SEC (12 IN) LED (YEL)	9	EA	$ 275.00	$ 2,475.00	$ 300.00	$ 2,700.00	$ 310.00	$ 2,790.00	$ 375.26	$ 3,377.34
196	682-6004	VEH SIG SEC (12 IN) LED (YEL ARW)	10	EA	$ 275.00	$ 2,750.00	$ 300.00	$ 3,000.00	$ 310.00	$ 3,100.00	$ 375.26	$ 3,752.60
197	682-6005	VEH SIG SEC (12 IN) LED (RED)	9	EA	$ 275.00	$ 2,475.00	$ 300.00	$ 2,700.00	$ 310.00	$ 2,790.00	$ 375.26	$ 3,377.34
198	682-6006	VEH SIG SEC (12 IN) LED (RED ARW)	4	EA	$ 275.00	$ 1,100.00	$ 300.00	$ 1,200.00	$ 310.00	$ 1,240.00	$ 375.26	$ 1,501.04

Williamson County Road Bond Program
T4327 Great Oaks Drive Bridge at Brushy Creek
June 30, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	James Construction		Jordan Foster Construction		MA Smith Contracting		PGC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
199	682-6018	PED SIG SEC LED (COUNTDOWN)	4	EA	$ 595.00	$ 2,380.00	$ 625.00	$ 2,500.00	$ 675.00	$ 2,700.00	$ 811.93	$ 3,247.72
200	682-6023	BACK PLATE (12 IN) (3 SEC)	7	EA	$ 89.00	$ 623.00	$ 90.00	$ 630.00	$ 100.00	$ 700.00	$ 121.45	$ 850.15
201	682-6024	BACK PLATE (12 IN) (4 SEC)	4	EA	$ 105.00	$ 420.00	$ 110.00	$ 440.00	$ 115.00	$ 460.00	$ 143.28	$ 573.12
202	682-6025	BACK PLATE (12 IN) (5 SEC)	2	EA	$ 125.00	$ 250.00	$ 130.00	$ 260.00	$ 140.00	$ 280.00	$ 170.58	$ 341.16
203	684-6031	TRF SIG CBL (TY A)(14 AWG) (5 CONDR)	1,390	LF	$ 1.90	$ 2,641.00	$ 2.00	$ 2,780.00	$ 2.15	$ 2,988.50	$ 2.59	$ 3,600.10
204	684-6033	TRF SIG CBL (TY A)(14 AWG) (7 CONDR)	785	LF	$ 2.00	$ 1,570.00	$ 2.15	$ 1,687.75	$ 2.25	$ 1,766.25	$ 2.73	$ 2,143.05
205	684-6079	TRF SIG CBL (TY C)(12 AWG) (2 CONDR)	630	LF	$ 2.00	$ 1,260.00	$ 2.15	$ 1,354.50	$ 2.25	$ 1,417.50	$ 2.73	$ 1,719.90
206	686-6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	2	EA	$ 9,000.00	$ 18,000.00	$ 9,200.00	$ 18,400.00	$ 10,000.00	$ 20,000.00	$ 12,281.25	$ 24,562.50
207	686-6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	1	EA	$ 10,000.00	$ 10,000.00	$ 10,500.00	$ 10,500.00	$ 11,400.00	$ 11,400.00	$ 13,645.82	$ 13,645.82
208	686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	1	EA	$ 11,000.00	$ 11,000.00	$ 12,000.00	$ 12,000.00	$ 12,500.00	$ 12,500.00	$ 15,010.40	$ 15,010.40
209	687-6001	PED POLE AEMBLY	4	EA	$ 3,300.00	$ 13,200.00	$ 3,900.00	$ 15,600.00	$ 3,700.00	$ 14,800.00	$ 4,503.12	$ 18,012.48
210	688-6001	PED DETECT PUSH BUTTON (APS)	4	EA	$ 700.00	$ 2,800.00	$ 800.00	$ 3,200.00	$ 800.00	$ 3,200.00	$ 955.21	$ 3,820.84
211	688-6003	PED DETECTOR CONTROLLER UNIT	1	EA	$ 3,130.00	$ 3,130.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 4,271.15	$ 4,271.15
212	690-6028	REPLACE OF SIGNAL RELATED SIGNS	8	EA	$ 269.00	$ 2,152.00	$ 300.00	$ 2,400.00	$ 300.00	$ 2,400.00	$ 367.07	$ 2,936.56
213	740-6004	ANTI-GRAFFITI COATING (PERMNENT-TY II)	19,318	SF	$ 0.57	$ 11,011.26	$ 1.50	$ 28,977.00	$ 1.00	$ 19,318.00	$ 0.61	$ 11,783.98
214	752-6026	TREE TRIMMING (24" - 42")	1	EA	$ 750.00	$ 750.00	$ 1,400.00	$ 1,400.00	$ 1,700.00	$ 1,700.00	$ 1,023.43	$ 1,023.43
215	786-6001	CARBON FIBER REINF POLYMER PROTECTION	306	SF	$ 50.00	$ 15,300.00	$ 60.00	$ 18,360.00	$ 50.00	$ 15,300.00	$ 55.95	$ 17,120.70
216	5008-6001	WHEEL STOPS	47	EA	$ 25.00	$ 1,175.00	$ 150.00	$ 7,050.00	$ 98.00	$ 4,606.00	$ 238.80	$ 11,223.60
217	5070-6001	STEEL FENCE (REMOVE)	263	LF	$ 20.00	$ 5,260.00	$ 5.35	$ 1,407.05	$ 5.75	$ 1,512.25	$ 16.37	$ 4,305.31
218	5070-6002	STEEL FENCE (INSTALL)	263	LF	$ 20.00	$ 5,260.00	$ 32.00	$ 8,416.00	$ 34.00	$ 8,942.00	$ 40.94	$ 10,767.22
219	5084-6001	FIXED BOLLARD	64	EA	$ 100.00	$ 6,400.00	$ 800.00	$ 51,200.00	$ 600.00	$ 38,400.00	$ 1,225.40	$ 78,425.60
220	6001-6002	PORTABLE CHANGEABLE MEAGE SIGN	4	EA	$ 1,607.38	$ 6,429.52	$ 17,000.00	$ 68,000.00	$ 11,000.00	$ 44,000.00	$ 16,374.99	$ 65,499.96
221	6292-6001	RVDS(PRESENCE DETECTION ONLY)	4	EA	$ 5,500.00	$ 22,000.00	$ 6,000.00	$ 24,000.00	$ 6,000.00	$ 24,000.00	$ 10,234.37	$ 40,937.48
222	6292-6002	RVDS(ADVANCE DETECTION ONLY)	2	EA	$ 5,500.00	$ 11,000.00	$ 6,000.00	$ 12,000.00	$ 6,000.00	$ 12,000.00	$ 10,234.37	$ 20,468.74
223	9004-2001	TURF REINFORCEMENT MAT	592	SY	$ 20.00	$ 11,837.78	$ 6.00	$ 3,551.33	$ 17.00	$ 10,062.11	$ 6.82	$ 4,036.68
224	WC103-001	MULCH TOP DREING (5")	3,210	SY	$ 3.00	$ 9,630.00	$ 10.00	$ 32,100.00	$ 4.25	$ 13,642.50	$ 2.73	$ 8,763.30
225	WC9026-001	TEMPORARY TREE PROTECTION	1,105	LF	$ 5.00	$ 5,525.00	$ 24.00	$ 26,520.00	$ 5.00	$ 5,525.00	$ 6.14	$ 6,784.70
226	WC9028-001	CONCRETE TRAIL (5")	438	SY	$ 94.22	$ 41,268.36	$ 80.00	$ 35,040.00	$ 52.00	$ 22,776.00	$ 79.13	$ 34,658.94
227	WC9034-001	SPILL CONTAINMENT INTERCEPTOR AND SEPERATOR	2	EA	$ 104,541.64	$ 209,083.28	$ 128,000.00	$ 256,000.00	$ 145,000.00	$ 290,000.00	$ 3,411.46	$ 6,822.92
228	506-WW	MAJOR MANHOLE ADJUSTMENT, 5 FT DIA.	2	EA	$ 5,000.00	$ 10,000.00	$ 14,000.00	$ 28,000.00	$ 6,300.00	$ 12,600.00	$ 8,869.79	$ 17,739.58
229	506-WW	Precast Manhole w/Precast Base, 4' Dia., 0 ft to 8 ft in depth, Complete and in Place	1	EA	$ 6,500.00	$ 6,500.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 16,375.00	$ 16,375.00
230	506-WW	Precast Internal Drop Manhole w/CIP Base, 5' Dia., 0 ft to 8 ft in depth, Complete and in Place	1	EA	$ 10,000.00	$ 10,000.00	$ 24,000.00	$ 24,000.00	$ 8,700.00	$ 8,700.00	$ 17,739.58	$ 17,739.58
231	506-WW	CIP Manhole w/CIP Base, 8' Dia., 0 ft to 8 ft in depth, Complete and in Place	1	EA	$ 25,000.00	$ 25,000.00	$ 18,000.00	$ 18,000.00	$ 51,000.00	$ 51,000.00	$ 20,468.74	$ 20,468.74
232	506-WW	Extra Depth of 4' Manhole	2	VF	$ 250.00	$ 500.00	$ 700.00	$ 1,400.00	$ 400.00	$ 800.00	$ 545.83	$ 1,091.66
233	506-WW	Extra Depth of 5' Manhole	19	VF	$ 300.00	$ 5,700.00	$ 785.00	$ 14,915.00	$ 500.00	$ 9,500.00	$ 682.29	$ 12,963.51
234	506-WW	Abandonment of Existing Manholes	3	EA	$ 3,500.00	$ 10,500.00	$ 3,300.00	$ 9,900.00	$ 4,900.00	$ 14,700.00	$ 6,822.91	$ 20,468.73
235	509	Trench Safety Systems (All Depths)	117	LF	$ 30.00	$ 3,510.00	$ 12.00	$ 1,404.00	$ 15.00	$ 1,755.00	$ 6.82	$ 797.94

Williamson County Road Bond Program
T4327 Great Oaks Drive Bridge at Brushy Creek
June 30, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	James Construction		Jordan Foster Construction		MA Smith Contracting		PGC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
236	510-WW	Pipe, 8" Dia. PVC SDR-26 (All Depths), Including Restrained Joints, Excavation, Backfill, and temporary and permanent pavement and concrete repairs	71	LF	$ 100.00	$ 7,100.00	$ 150.00	$ 10,650.00	$ 150.00	$ 10,650.00	$ 136.46	$ 9,688.66
237	510-WW	Ductile Iron Fittings	0	TON	$ 25,000.00	$ 3,750.00	$ 27,000.00	$ 4,050.00	$ 1,200.00	$ 180.00	$ 27,291.67	$ 4,093.75
238	610	Protective Fencing Type A Chain Link Fence	125	LF	$ 10.00	$ 1,250.00	$ 54.00	$ 6,750.00	$ 5.00	$ 625.00	$ 20.47	$ 2,558.75
239	SP501-WW	Jacking or Boring, 8" HDPE Pipe	203	LF	$ 125.00	$ 25,375.00	$ 350.00	$ 71,050.00	$ 290.00	$ 58,870.00	$ 682.29	$ 138,504.87
240	SP506-WW	Connect Manhole to Existing 8" WWL, including cutting and plugging the line to be abandoned, connection to active line, labor, equipment, and other incidentals	1	EA	$ 3,500.00	$ 3,500.00	$ 11,700.00	$ 11,700.00	$ 9,100.00	$ 9,100.00	$ 6,140.62	$ 6,140.62
241	SP506-WW	Connect Manhole to Existing 54" WWL, including connection to active line, labor, equipment, and other incidentals	1	EA	$ 15,000.00	$ 15,000.00	$ 290,000.00	$ 290,000.00	$ 190,000.00	$ 190,000.00	$ 13,645.82	$ 13,645.82
242	SP506-WW	CIP Drop Manhole, 5' Dia. to be installed on top of 8' Dia. Manhole Section, 0 ft to 8 ft in depth, Complete and in Place	1	EA	$ 7,500.00	$ 7,500.00	$ 26,000.00	$ 26,000.00	$ 30,000.00	$ 30,000.00	$ 40,937.48	$ 40,937.48
243	SS510-WW	Pipe, 8" Dia. HDPE	46	LF	$ 125.00	$ 5,750.00	$ 120.00	$ 5,520.00	$ 120.00	$ 5,520.00	$ 341.15	$ 15,692.90
244	506-WW	MAJOR MANHOLE ADJUSTMENT, 5 FT DIA.	3	EA	$ 5,000.00	$ 15,000.00	$ 5,300.00	$ 15,900.00	$ 11,300.00	$ 33,900.00	$ 8,187.50	$ 24,562.50
245	510-WW	DUCTILE IRON FITTINGS 4 INCH THROUGH 24 INCH	0	TON	$ 25,000.00	$ 2,500.00	$ 13,800.00	$ 1,380.00	$ 10,000.00	$ 1,000.00	$ 2,729.20	$ 272.92
246	SP506-WW-06	MANHOLE VENT RELOCATION	1	EA	$ 3,500.11	$ 3,500.11	$ 6,000.00	$ 6,000.00	$ 13,400.00	$ 13,400.00	$ 2,729.16	$ 2,729.16
247	999-WC01	FORCE ACCOUNT, ESTIMATED PLACEMENT AND PRODUCTION BONUS AND PENALTY (TY B)	1	LS	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
248	999-WC01	FORCE ACCOUNT, ESTIMATED PLACEMENT AND PRODUCTION BONUS AND PENALTY (TY D SURFACE)	1	LS	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
249	999-WC01	FORCE ACCOUNT	1	LS	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
250	999-WC02	FORCE ACCOUNT, IRRIGATION	1	LS	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$12,466,168.00**		**$12,552,105.00**		**$12,876,881.70**		**$12,921,424.55**
		ACTUAL BID PROPOSAL				$12,466,168.00		$12,552,105.00		$12,876,881.70		$12,921,424.55
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00		$0.00
		Bid Bond				Y		Y		Y		Y
		Conflict of Interest Questionnaire				Y		Y		Y		Y
		Bidder References (Minimum of Three)				**Y**		Y		Y		Y

PE STRUCTURAL CONSULTANTS INCORPORATED
8436 SPICEWOOD SPRINGS ROAD • AUSTIN, TEXAS • 78759
512.250.5200 • FAX 512.250.5222 • WWW.PESTRUCTURAL.COM

Whit Friend, P.E., Project Coordinator
HNTB Corporation
101 East Old Settlers Boulevard
Round Rock, Texas 78664

July 21, 2021

Project: Great Oaks Drive Improvements at Brushy Creek

PESC Project No. 16031

Re: Bid Analysis and Contractor Recommendation

Mr. Friend,

On June 30, 2021 at 2:00 PM, contractor bids were submitted and opened for the Great Oaks Drive Improvements at Brushy Creek project. Seven (7) bids were received. A summary of the contractor bid amounts is as follows:

1. DeNucci Constructors, LLC ..... $ 10,580,634.11
2. Capital Excavation Company ..... $ 11,486,704.87
3. J.D. Abrams, LP ..... $ 11,571,128.31
4. James Construction Group, LLC ..... $ 12,466,168.00
5. Jordan Foster Construction, LLC ..... $ 12,552,105.00
6. MA Smith Contracting Co., Inc. ..... $ 12,876,881.70
7. PGC General Contractors ..... $ 12,921,424.55

A detailed bid analysis and comparison is attached for your records. No errors were detected, mathematical or otherwise, that would require disqualification of any of the bidders. DeNucci Constructors, LLC submitted the lowest bid in the amount of $10,580,634.11.

DeNucci Constructors, LLC has acknowledged that, if awarded this contract, A Greater Austin Development Company, Inc. will perform the bridge construction scope for this project. A Subcontractor Statement of Experience for A Greater Austin Development Company has been provided describing their bridge construction experience for projects similar in size and scope to the bridge work in this contract.

Based on the low bid amount and the bridge construction qualifications provided for their lead bridge subcontractor, A Greater Austin Development Company, Inc., we recommend this contract be awarded to **DeNucci Constructors, LLC.**

Please feel welcome to contact me should you have any questions or concerns.

Sincerely,

Joelle S. Rosentswieg, P.E.
P.E. Structural Consultants, Inc.

Attachment: Bid Analysis and Comparison

Commissioners Court - Regular Session **36.**

Meeting Date: 08/03/2021

T1740 Sam Bass Rd Interim Signals Change Order No. 2

Submitted By: Mayra Ramos, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $7,027.00 for T1740 Sam Bass Rd Interim Signals (Austin Traffic Signals), Road Bond Project in Commissioner Pct.1 P:462 Funding Source: Road Bond.

Background

This Change Order adds a protected left turn phase to the signal pattern for the westbound and eastbound left turn lanes on Sam Bass Road at the intersection with Great Oaks Drive. In a review of the traffic flow after the installation of the traffic signals, it was determined that a protected left turn phase was necessary. To accommodate the protected left turn phase, the 3 section signal heads facing the left turn lanes will need to be replaced with 4 section signal heads. This change order also adds a new lane assignment sign facing northbound lanes on Great Oaks to provide notification of the lane assignments at the intersection and corrects the street designation sign to Arrowhead Circle instead of Arrowhead Drive. Existing bid item quantities were overrun to pay for other revisions.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T1740 Sam Bass Rd Interim Signals Change Order No. 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 08:40 AM
Form Started By: Mayra Ramos		Started On: 07/28/2021 07:43 AM
Final Approval Date: 07/29/2021		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **Austin Traffic Signal**

2. Change Order Work Limits: Sta. **N/A** to Sta. **N/A**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **3F** (3 Max. - In order of importance - Primary first)

Project:	***T1740***
Roadway:	**Sam Bass Interim Signals**
CSJ Number:	

5. Describe the work being revised:

3F. County Convenience. Additional work desired by the County. This Change Order adds a protected left turn phase for the westbound and eastbound left turn lanes on Sam Bass Road at the intersection with Great Oaks Drive. This change order also adds a lane assignment sign, corrects a street sign and payment for cost of mobilization for the Contractor to move back in to the project for this additional work.

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered: **Sheet 14**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date

By

Typed/Printed Name

Typed/Printed Title

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$7,027.00**

RECOMMENDED FOR EXECUTION:

Project Manager Date

N/A
Design Engineer Date

Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *2* ***Project #*** *T1740*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
500-WC01	MOBILIZATION	LS	$550.00	0.00	$0.00	1.00	1.00	$550.00	$550.00
636-6009	REPLACE EXISTING ALUMINUM SIGNS (TY A)	EA	$200.00	0.00	$0.00	2.00	2.00	$400.00	$400.00
682-6002	VEH SIG SEC (12")LED(GRN ARW)	EA	$450.00	4.00	$1,800.00	2.00	6.00	$2,700.00	$900.00
682-6004	VEH SIG SEC (12")LED(YEL ARW)	EA	$450.00	5.00	$2,250.00	4.00	9.00	$4,050.00	$1,800.00
682-6006	VEH SIG SEC (12")LED(RED ARW)	EA	$450.00	3.00	$1,350.00	2.00	5.00	$2,250.00	$900.00
682-6024	BACK PLATE (12") (4 SEC)	EA	$90.00	3.00	$270.00	2.00	5.00	$450.00	$180.00
684-6033	TRF SIG CBL (TY A)(14AWG)(7 CONDR)	LF	$3.00	595.00	$1,785.00	500.00	1,095.00	$3,285.00	$1,500.00
690-6024	REMOVE SIGNAL HEAD ASSEMBLY	EA	$150.00	0.00	$0.00	2.00	2.00	$300.00	$300.00
999-WC02	REGULATORY SIGN PANEL (R3-8LK)	EA	$472.00	0.00	$0.00	1.00	1.00	$472.00	$472.00
999-WC03	ARROWHEAD STREET SIGN, "CIR" STICKER FOR COVER UP OF "DR"	EA	$25.00	0.00	$0.00	1.00	1.00	$25.00	$25.00
TOTALS					$7,455.00			$14,482.00	$7,027.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Sam Bass Interim Traffic Signals
Williamson County Project No. T1740

Change Order No. 2

Reason for Change

This Change Order adds a protected left turn phase to the signal pattern for the westbound and eastbound left turn lanes on Sam Bass Road at the intersection with Great Oaks Drive. In a review of the traffic flow after the installation of the traffic signals, it was determined that a protected left turn phase was necessary. To accommodate the protected left turn phase, the 3 section signal heads facing the left turn lanes will need to be replaced with 4 section signal heads. This change order also adds a new lane assignment sign facing northbound lanes on Great Oaks to provide notification of the lane assignments at the intersection and corrects the street designation sign to Arrowhead Circle instead of Arrowhead Drive. Existing bid item quantities were overrun to pay for other revisions.

Following is a summary of the new items required for this Change Order:

ITEM	DESCRIPTION	QTY	UNIT
500-WC01	MOBILIZATION	LS	1
636-6009	REPLACE EXISTING ALUMINUM SIGNS (TY A)	EA	2
690-6024	REMOVE SIGNAL HEAD ASSEMBLY	EA	2
999-WC02	REGULATORY SIGN PANEL (R3-8LK)	EA	1
999-WC03	CIR STICKER TO COVER DR	EA	1

This Change Order results in a net increase of $7,027.00 to the Contract amount, for an adjusted Contract total of $355,369.86. The original Contract amount was $319,866.00. As a result of this and all Change Orders to-date, the Contract has been increased by $35,503.86, resulting in an 11% net increase in the Contract cost. No additional days will be added to the Contract, as a result of this Change Order.

HNTB Corporation
Lowell D. Choate, P.E.

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

P.O. Box 130
Round Rock, Texas 78680

Ph. (512) 255-9951
Fax (512) 255-0146

June 18, 2021

PROPOSAL

CONTROL : IFB
PROJECT: COORIDOR H SAM BASS
HIGHWAY: SAM BASS/GREAT OAKS
COUNTY: WILLIAMSON

Item No.			Unit of Measure	Approx. Quantities			Amount
680	**UPGRADE**	**SIGNAL UPGRADE TO SAM BASS RD & GREAT OAKS DR**	**LS**	**1.00**			~~$5,000.00~~ $6,530.00
		SCOPE OF WORK					
500		MOBILIZATION	LS	1	$550.00		$550.00
684	6033	7 CONDUCTOR	LF	500	$3.00		$1,500.00
682	6006	RED ARROW	EA	2	~~$375.00~~	450.00	~~$750.00~~ $900.00
682	6004	YELLOW ARROW	EA	4	~~$375.00~~	450.00	~~$1,500.00~~ $1,800.00
682	6002	GREEN ARROW	EA	2	~~$375.00~~	450.00	~~$750.00~~ $900.00
682	6024	4 SECTION BACK PLATE	EA	2	$90.00		$180.00
XXX	XXX	REPLACE TY A REGLATORY SIGN	EA	2	$200.00		$400.00
XXX	XXX	REMOVE SIGNAL HEAD ASSEMBLY	LF	2	$150.00		$300.00
		Total Bid Amount					~~$5,000.00~~ $6,530.00

PERFORMANCE & PAYMENT BONDS. - ADD 1% IF REQUIRED.

Contact Clark Thomas 512-255-9951 ext 214

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

P.O. Box 130
Round Rock, Texas 78680

Ph. (512) 255-9951
Fax (512) 255-0146

July 20, 2021

CHANGE ORDER PROPOSAL

PROJECT: **CORRIDOR H-SAM BASS ROAD INTERIM SIGNAL PROJECT**
PRECINCT NUMBER 1

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	REMOBILZATION	Amount
1	LANE ASSIGNMENT SIGN R3-8 LK	EA	1	$472.00	$0.00	$472.00
2	CIR STICKER	EA	1	$25.00	$0.00	$25.00
3	DOUBLE ARROW	EA	1	$550.00	$2,500.00	$3,050.00
	Total Bid Amount					$3,547.00

The Striping Sub has a Remobilization Fee of 2500.00

Edward Schroeder 512-255-9951 ext 114

HNTB

REQUEST FOR INFORMATION FORM

RFI NO.: 12 **DATE:** 6/7/21

PROJECT: Corridor H - Sam Bass - Signals **RESPONSE REQUESTED BY DATE:** 6/15/21

TO: Kuldip Patel (WSP), Ryan Bell (K Friese)

REFERENCE: Great Oaks Signals

PROBLEM:
Drivers are contacting the County requesting a protected left turn on Sam Bass Road at Great Oaks. Apparently, drivers are getting stuck in the left turn lane for multiple signal changes in westbound direction.

RECOMMENDED ACTION:
Please evaluate the left turn movement and provide recommendation for type of left turn signal pattern needed. Passive (similar to Great Oaks north and south direction) or fulling protected?

Clayton Weber, HNTB	Lowell D. Choate, P.E.
Originator	Supervisor

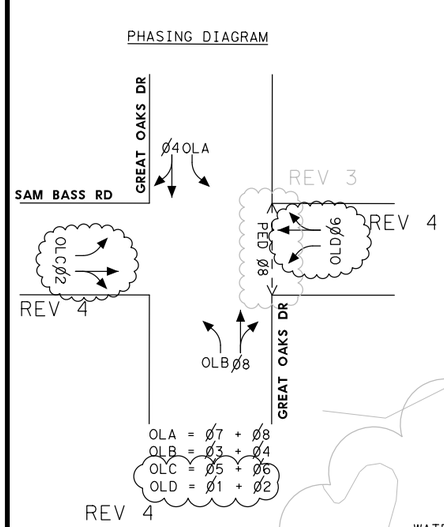
RESPONSE:
We followed FHWA guideline (see sheet 2) for determining type of left-turn phase needed at this intersection. The guideline looks at the crashes, sight distance, speed, no. of conflicting lanes, number of conflicting vehicles etc. None of these suggested a protected left turn phase for the westbound and eastbound left turns at this intersection. However, sighting the concerns from the local residents, we are suggesting protected/permissive left turn phase, similar to the north/south direction, for the westbound and eastbound left turns. A revised plan sheet is included along with this RFI.

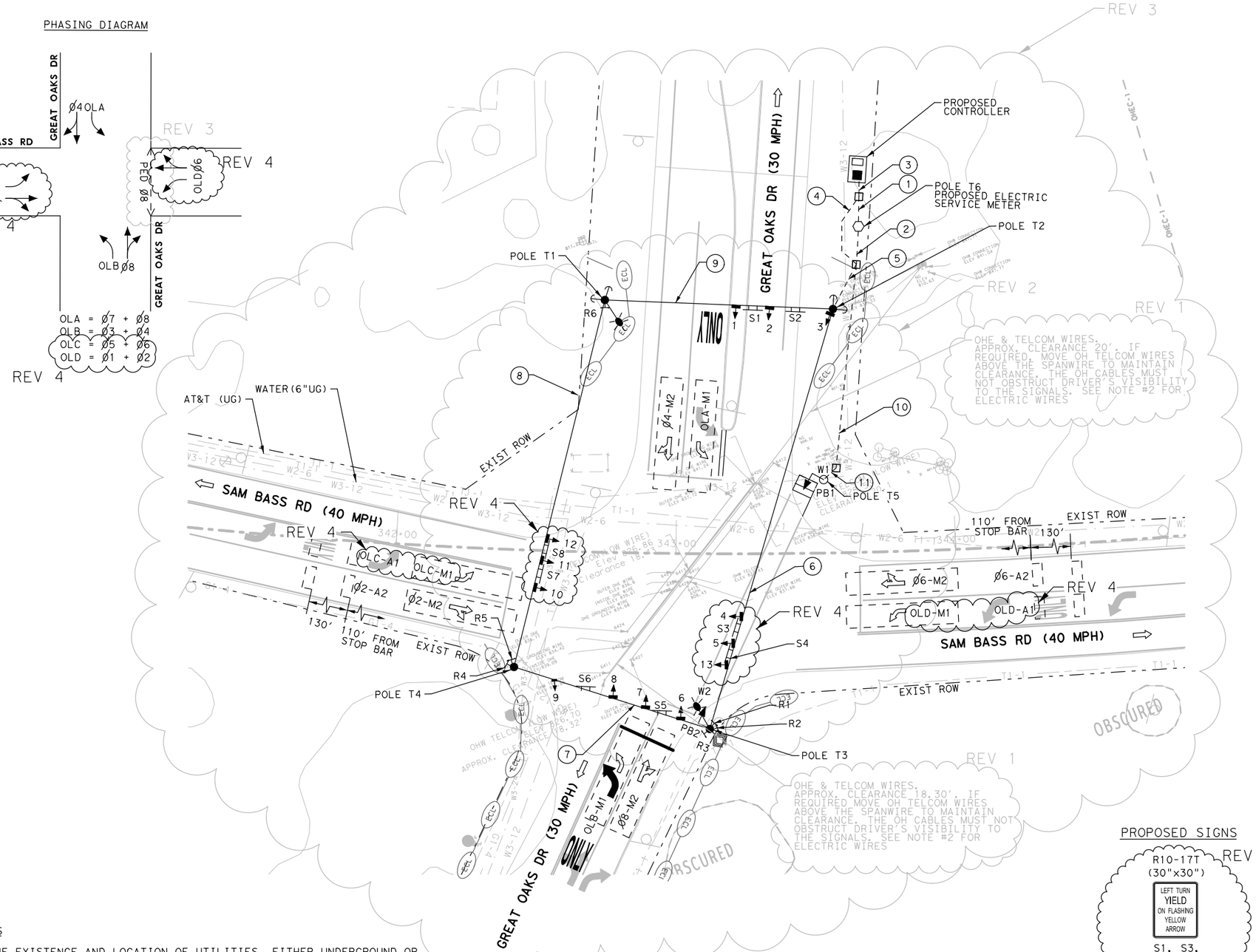
Kuldip Patel	6/9/2021
Responder	Date

Sign, Date & Return to HNTB via e-mail.

Mail original to: HNTB Corporation
101 E Old Settlers Blvd, Ste 100
Round Rock, Texas 78664

Attachments to RFI:
Cc:





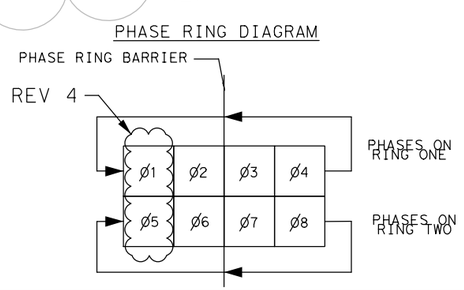
LEGEND

- PROP. TIMBER POST WITH GUY WIRE
- PROP. STEEL POLE
- PROP. PEDESTAL POLE
- PROP. PEDESTRIAN LED SIGNAL HEAD W/ PUSH BUTTON AND SIGN
- PROP. HORIZONTAL LED SIGNAL HEAD W/ BACKPLATE
- PROP. VERTICAL LED SIGNAL HEAD W/ BACKPLATE
- PROP. RADAR
- PROP. GROUND MOUNTED CONTROLLER
- PROP. OVERHEAD SIGN
- PROP. BROADBAND ANTENNA
- PROP. GROUND BOX TY D
- PROP. SPANWIRE
- PROP. SERVICE METER
- PROP. LUMINAIRE
- PROP. CONDUIT
- PROP. RUN NUMBER
- EXIST. ROW
- DIRECTION OF TRAFFIC FLOW
- EROSION CONTROL LOG

NOTES

1. THE EXISTENCE AND LOCATION OF UTILITIES, EITHER UNDERGROUND OR OVERHEAD, INDICATED ON THE PLANS ARE TAKEN FROM THE BEST RECORDS AVAILABLE AND ARE APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UTILITIES (PRIVATE AND PUBLIC) PRIOR TO COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO LOCATE, PRESERVE, AND PROTECT THESE UTILITIES.
2. MAINTAIN MINIMUM CLEARANCE OF 6' RADIUS FROM NEUTRAL AND 10' RADIUS FROM PRIMARY AT ALL TIMES BETWEEN PROPOSED TRAFFIC SIGNAL EQUIPMENT AND ELECTRIC LINES.
3. ALL CONSTRUCTION SIGNS AND BARRICADES MUST CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) AND BE CONSISTENT WITH TxDOT BARRICADE, CONSTRUCTION, AND TRAFFIC CONTROL PLAN STANDARDS.
4. RADAR ASSEMBLY LOCATIONS WILL BE DIRECTED BY THE ENGINEER.
5. SEE TXDOT DETECTOR STANDARD LD(2)-03 FOR PLACEMENT OF DETECTION ZONES.

PHASE RING DIAGRAM



PROPOSED SIGNS

REV 4

R10-17T (30"x30")
LEFT TURN YIELD ON FLASHING YELLOW ARROW
S1, S3, S5, S7
(INSTALL 4 NEW)

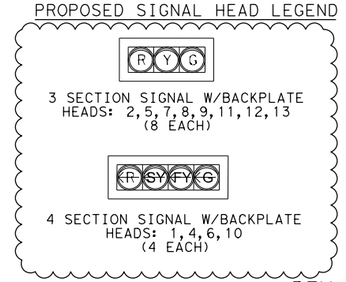
Great Oaks Dr
S4, S8
(INSTALL 2 NEW)

Sam Bass Rd
S2, S6
(INSTALL 2 NEW)

REV 3

2 SECTION PEDESTRIAN SIGNAL (COUNTDOWN) PED HEADS: W1, W2
(2 EACH)

PROPOSED SIGNAL HEAD LEGEND



REV 4

0' 20' 40'
SCALE IN FEET

REV. NO.	BY	DATE	REVISION DESCRIPTION
1	KMP	09/18/2020	ADDENDUM #1
2	KMP	12/15/2020	ADDENDUM #2
3	KMP	01/16/2021	ADDENDUM #3
4	KMP	06/09/2021	ADDENDUM #4

STATE OF TEXAS
KULDIP PATEL
135621
LICENSED PROFESSIONAL ENGINEER
6/10/2021

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD

PROPOSED SIGNAL LAYOUT
SAM BASS RD AT GREAT OAKS DR

K FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WSP USA Inc
1601 S MoPac Expy, Suite 325
Austin, TX 78746
TEL: 737.703.3900
TBPE F-2263

WILLIAMSON COUNTY

SCALE	
DATE	6/10/2021
SHEET NUMBER	14 OF 60

c:\bms\wsp-pb-us-pw-02\wsp_mai1hrevi.vellimano\d0250868\SAMBASS_GREATOAKS_SGNL_Interim_02.dgn

Commissioners Court - Regular Session **37.**

Meeting Date: 08/03/2021

T3346 Southeast Loop Phase 1 Change Order No. 1

Submitted By: Mayra Ramos, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $148,710.35 for T3346 Southeast Loop Phase 1 (James Construction Group, LLC), Road Bond Project in Commissioner Pct. 4 P:463 Funding Source: Road Bond.

Background

This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right-of-way (ROW) through the Wolfe property.

The property owner was not compensated for the fencing placed along the ROW during the negotiations for the property with Williamson County. The installation of the fence is being added to the roadway construction portion of the project. The wire fencing will match the existing fencing on of the property. The Wolfe parcel is a large parcel on the east end of the project and the work in this area is in Phase 1 of the construction sequence. Time charges began on July 19th and the Contractor will not be able to work in that area until the fence is installed due the cattle on the property.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T3346 Southeast Loop Phase 1 Change Order No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 08:41 AM
Form Started By: Mayra Ramos		Started On: 07/28/2021 07:54 AM
Final Approval Date: 07/29/2021		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

Project:	***Southeast Loop Phase I Roadway***
Roadway:	***Improvemens***
CSJ Number:	***T3346***

1. CONTRACTOR: **James Construction Group, LLC**

2. Change Order Work Limits: Sta. **1159+00** to Sta. **1197+50**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **6B** (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

6B. Untimely ROW. Right of Way not clear (County responsibility for ROW). This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

Time Ext. #: **1** Days added on this CO: **24**

Amount added by this change order: **$148,710.35**

RECOMMENDED FOR EXECUTION:

_____
Project Manager Date

_____
N/A
Design Engineer Date

_____
Program Manager Date

Design Engineer's Seal:

_____
County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

_____
County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

_____
County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

_____
County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

_____
County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***1*** ***Project #*** ***Southeast Loop Phase I***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
0552-WC01	WIRE FENCE	LF	$13.36	0.00	$0.00	6,300.00	6,300.00	$84,168.00	$84,168.00
0552-WC02	WIRE FENCE GATE	EA	$2,148.78	0.00	$0.00	4.00	4.00	$8,595.12	$8,595.12
0552-WC03	WIRE FENCING - WATER GAP	EA	$5,778.46	0.00	$0.00	1.00	1.00	$5,778.46	$5,778.46
999-WC01	CLEARING FOR FENCING	DAY	$7,840.25	0.00	$0.00	5.00	5.00	$39,201.25	$39,201.25
999-WC02	SURVEY FOR FENCING	DAY	$1,827.92	0.00	$0.00	6.00	6.00	$10,967.52	$10,967.52
TOTALS					$0.00			$148,710.35	$148,710.35

Williamson County Road Bond Program

Southeast Loop Phase 1 Road Improvements
Williamson County Project No. T3346

Change Order No. 1

Reason for Change

This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right-of-way (ROW) through the Wolfe property.

The property owner was not compensated for the fencing placed along the ROW during the negotiations for the property with Williamson County. The installation of the fence is being added to the roadway construction portion of the project. The wire fencing will match the existing fencing on of the property. The Wolfe parcel is a large parcel on the east end of the project and the work in this area is in Phase 1 of the construction sequence. Time charges began on July 19th and the Contractor will not be able to work in that area until the fence is installed due the cattle on the property.

The following new item will be added by this Change Order.

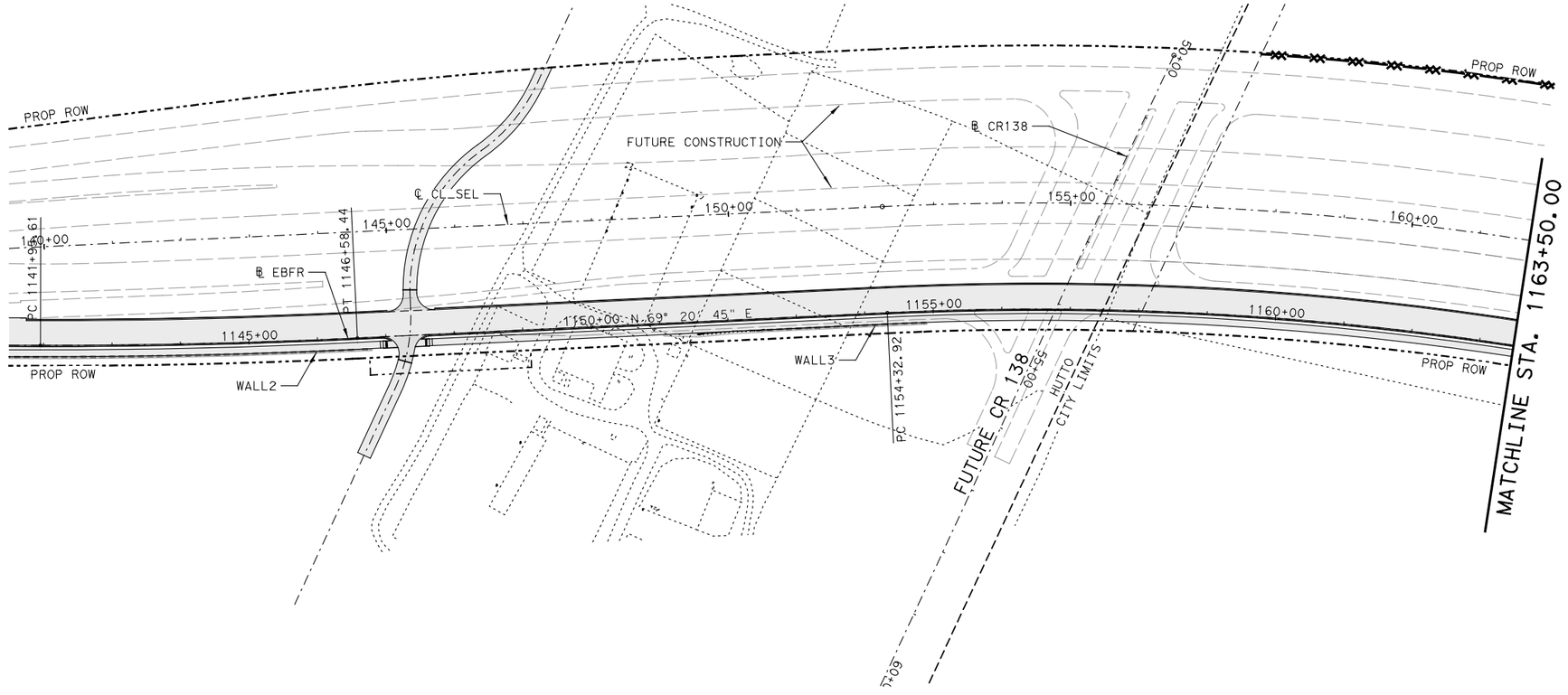
ITEM	DESCRIPTION	QUANTITY	UNIT
552-WC01	WIRE FENCING	6,300	LF
552-WC02	WIRE FENCE GATE	4	EA
552-WC03	WIRE FENCE WATER GAP	1	EA
999-WC01	CLEARING FOR FENCING	5	DAY
999-WC02	SURVEY FOR FENCING	6	DAY

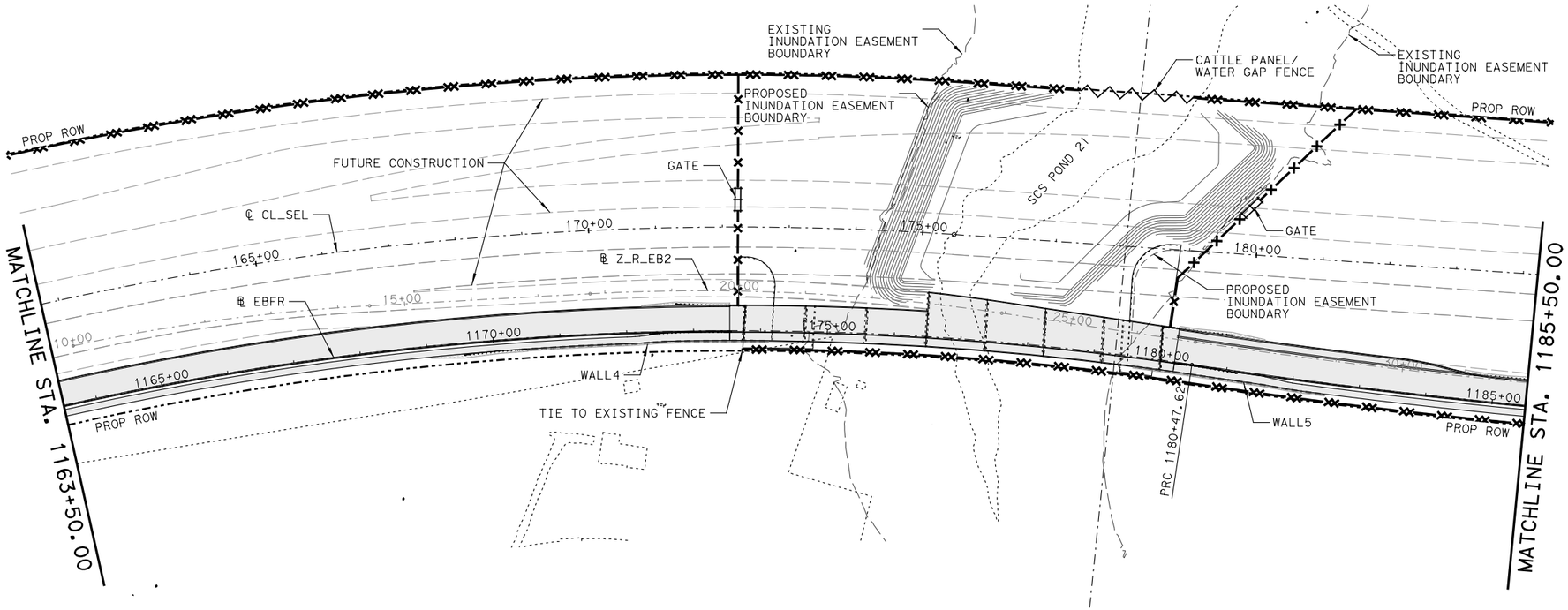
This Change Order results in a net increase of $148,710.35 to the Contract amount, for an adjusted Contract total of $11,675,499.44. The original Contract amount was $11,526,789.09. As a result of this and all Change Orders to-date, $148,710.35 has been added to the Contract, resulting in a 1.3% net increase in the overall Contract cost. Twenty-four (24) days have been added to the Contract for this Change Order.

HNTB Corporation

Lowell Choate, P.E.

100% SUBMITTAL





0 100 200

SCALE: 1" = 200'

LEGEND

- PROPOSED CONSTRUCTION
- FENCE INSTALLED PRIOR TO CONSTRUCTION
- FENCE INSTALLED PRIOR TO ROAD COMPLETION
- GATE
- CATTLE PANEL/ WATER GAP FENCE

1 ADDED SHEET FENCE LAYOUT

NOTES:

1. GATE LOCATIONS ARE PRELIMINARY. FINAL LOCATIONS TO BE DETERMINED DURING CONSTRUCTION.
2. FENCE TO BE PLACED ON ROW LINE, WHERE APPLICABLE.

NO.	REVISION	BY	DATE
1	ADDED FENCE	DK	6/2021

STATE OF TEXAS
DAVID W. KRIZAN
66414
REGISTERED PROFESSIONAL ENGINEER
7/20/2021

WILLIAMSON COUNTY 1848

RTG RODRIGUEZ TRANSPORTATION GROUP FIRM #587

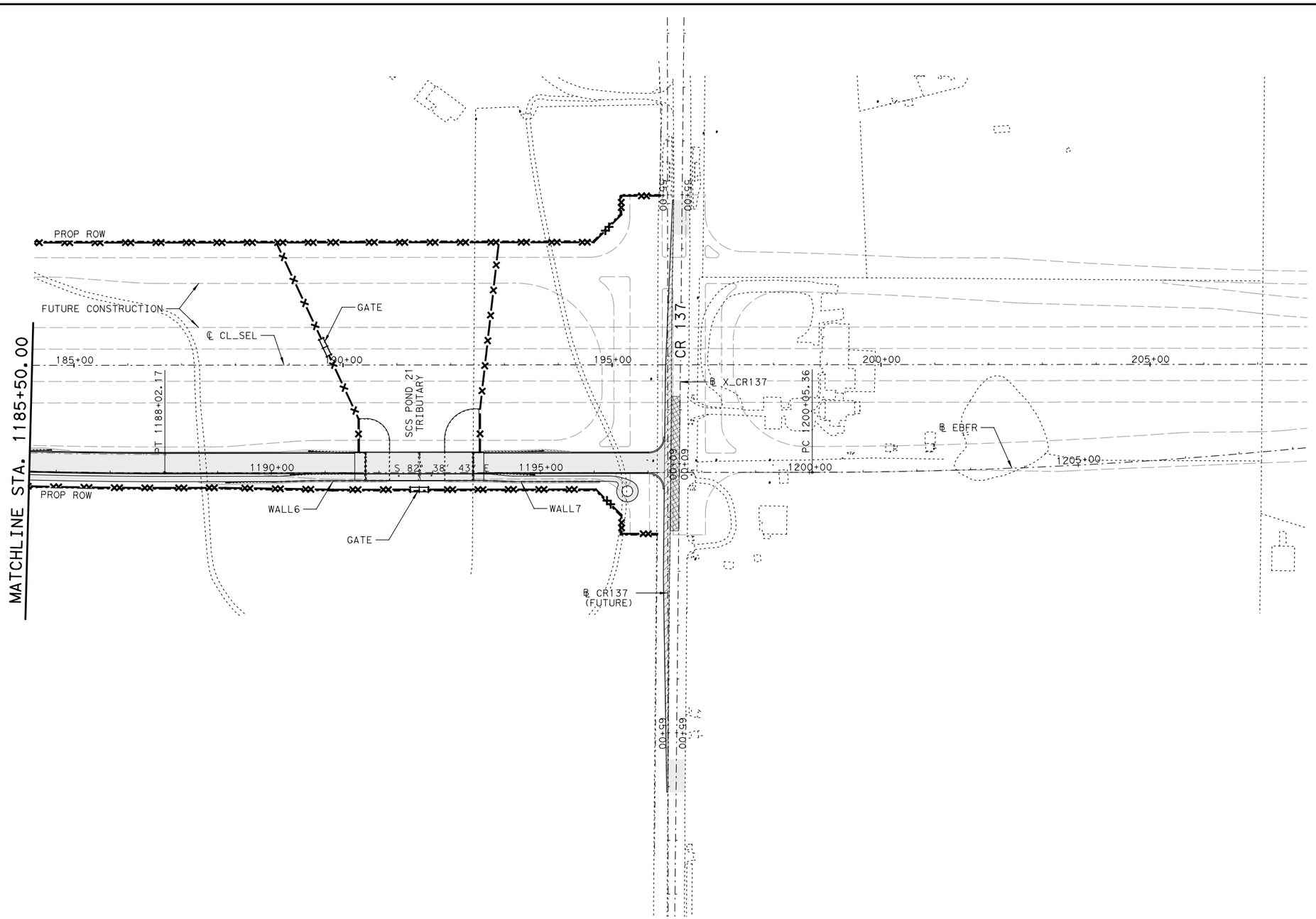
SE LOOP SEGMENT 1 PHASE 1 FENCE LAYOUT

SHEET 1 OF 2

DESIGNED:	PROJECT NUMBER		ROADWAY	
CHECKED:			SE LOOP	
DRAWN:	STATE	COUNTY	CITY	SHEET No.
CHECKED:	TEXAS	WILLIAMSON		169A

pw://rtg-pw.bentley.com:rtg-pw/Documents/8760201/CADD/Plan Sheets/Roadway/SELSIP1+ROW+FLA01.dgn
7/20/2021 4:17

100% SUBMITTAL



LEGEND

- PROPOSED CONSTRUCTION
- FENCE INSTALLED PRIOR TO CONSTRUCTION
- FENCE INSTALLED PRIOR TO ROAD COMPLETION
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NOTES:

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NO.	REVISION	BY	DATE
1	ADDED FENCE	DK	6/2021

STATE OF TEXAS
DAVID W. KRIZAN
66414
REGISTERED PROFESSIONAL ENGINEER
7/20/2021

WILLIAMSON COUNTY 1848

RTG RODRIGUEZ TRANSPORTATION GROUP FIRM #587

SE LOOP SEGMENT 1 PHASE 1 FENCE LAYOUT

SHEET 2 OF 2

DESIGNED:	PROJECT NUMBER		ROADWAY	
CHECKED:			SE LOOP	
DRAWN:	STATE	COUNTY	CITY	SHEET No.
CHECKED:	TEXAS	WILLIAMSON		169B

pw://rtg-pw.bentley.com:rtg-pw/Documents/87602O1/CADD/Plan Sheets/Roadway/SELSIP1+ROW+FLAO+02.dgn
7/20/2021 4:17

Change Order Proposal

Date: 7/20/2021

Proposal# 10850-001

Primoris Services Corporation
James Construction Group

Bill To:
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
SE Loop Segment 1 Phase 1
Project No.: T3346
Control No.: T3346

Qty	UM	Description	Unit Price	Total	
5.00	Days	Clear and Install Added Fence against ROW.	$7,840.25	**$39,201.23**	999-WC01
6.00	Days	Survey Support While Clearing	$1,827.92	**$10,967.50**	999-WC02
6,300.00	LF	Field Fence with Top 2 Strands Barb Wire	$13.36	**$84,150.68**	552-WC01
4.00	EA	14' Single Swing Tube Gate	$2,148.78	**$8,595.10**	552-WC02
1.00	EA	Water Gap (Approx 120 LF)	$5,778.46	**$5,778.46**	552-WC03
~~24.00~~	~~Days~~	~~Project Overhead (Item 4.6.2)~~	~~$1,295.14~~	~~**$31,083.36**~~	
			Total	~~**$179,776.32**~~	$148,710.35

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	7/20/2021	**Project:**	Southeast Loop Segment 1 Phase 1	**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	T3346	**Highway:**	SE LOOP
Description:	Added Fence Wolfe Property	**Original Contract:**	**Net CO:** $ -	**Revised Contract:**	
Estimated Qty:	5.00 Days	**Narrative:**	This Change order covers the grading and clearing of the ROW extending past the initial workzone, survey will stay on site while clearing due to the lack of control points and heavy brush along the ROW. After Clearing is complete, Woolery will install the fence, gates, and water gap.		
Estimated Change in Contract Sum:	$ 39,201.23				
Estimated Change In Contract Time:					

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order. This change order

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
Clearing						
Foreman	40.00	10.00	HR	$ 33.00	$ 49.50	$ 1,815.00
Loader Operator	40.00	10.00	HR	$ 17.00	$ 25.50	$ 935.00
Dozer Operator	40.00	10.00	HR	$ 26.00	$ 39.00	$ 1,430.00
Laborer	40.00	10.00	HR	$ 14.00	$ 21.00	$ 770.00
Excavator Operator	16.00	4.00	HR	$ 23.00	$ 34.50	$ 506.00
					Subtotal	$ 5,456.00
					15% Markup	$ 818.40
					55% Burdens	$ 3,000.80
					Total Labor	**$ 9,275.20**

Equipment	**QTY**	**UM**	**Rate**	**Extended**
Clearing				
CAT 938 Loader	50.00	HR	$67.55	$ 3,377.50
CAT D6 Dozer	50.00	HR	$122.59	$ 6,129.50
3/4 Ton Pickup	50.00	HR	$24.75	$ 1,237.50
CAT 336 Excavator	20.00	HR	$134.14	$ 2,682.80
			Subtotal	$ 13,427.30
			15% Markup	$ 2,014.10
			Total Equipment	**$ 15,441.40**

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
Austin Wood Recycling - Clear from SP 21 to CR137	1.00	LS	$ 8,000.00	$ 8,000.00
40 cy Recycling Roll Offs - Drop Fee	1.00	LS	$ 160.00	$ 160.00
40 cy Recycling Roll Offs - Dump Fee	10.00	EA	$ 375.00	$ 3,750.00
			Subtotal	$ 11,910.00
			15% Markup	$ 1,786.50
			Total Subcontract	**$ 13,696.50**

Material	**QTY**	**UM**	**Price**	**Extended**
			Subtotal	$ -
			15% Markup	$ -
			Total Material	**$ -**

Additional Work Items	**QTY**	**Units**	**Price**	**Extended**
Move Excavator across Pond 21	1.00	LS	$400.00	$ 400.00
				$ -
			Total	**$ 400.00**

TOTAL OF WORK PERFORMED	**$ 38,813.10**
BOND FEE (ADD 1%)	**$ 388.13**
TOTAL COST	**$ 39,201.23**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 7,840.25**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	7/20/2021	**Project:**	Southeast Loop Segment 1 Phase 1	**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	T3346	**Highway:**	SE LOOP
Description:	Added Fence Wolfe Property	**Original Contract:**	**Net CO:** $ -	**Revised Contract:**	

Estimated Qty: 6.00 Days
Estimated Change in Contract Sum: $ 10,967.50
Estimated Change In Contract Time:

Narrative: This Change order covers the grading and clearing of the ROW extending past the initial workzone, survey will stay on site while clearing due to the lack of control points and heavy brush along the ROW. After Clearing is complete, Woolery will install the fence, gates, and water gap.

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order. This change order

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
Survey Support (5 days laying out ROW while clearing)						
Survey Leadman	40.00	10.00	HR	$ 35.89	$ 53.84	$ 1,973.95
Survey Laborer	40.00	10.00	HR	$ 14.00	$ 21.00	$ 770.00
Survey Support (1 day laying out ROW for Fence)						
Survey Leadman	8.00	2.00	HR	$ 35.89	$ 53.84	$ 394.79
Survey Laborer	8.00	2.00	HR	$ 14.00	$ 21.00	$ 154.00
					Subtotal	$ 3,292.74
					15% Markup	$ 493.91
					55% Burdens	$ 1,811.01
					Total Labor	**$ 5,597.66**

Equipment	**QTY**	**UM**	**Rate**	**Extended**
Survey Support				
3/4 Ton Pickup	60.00	HR	$24.75	$ 1,485.00
Rental Equipment - Robotic Total Station, Autolevel, Rover	6.00	Day	$515.00	$ 3,090.00
			Subtotal	$ 4,575.00
			15% Markup	$ 686.25
			Total Equipment	**$ 5,261.25**

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
			Subtotal	$ -
			15% Markup	$ -
			Total Subcontract	**$ -**

Material	**QTY**	**UM**	**Price**	**Extended**
			Subtotal	$ -
			15% Markup	$ -
			Total Material	**$ -**

Additional Work Items	**QTY**	**Units**	**Price**	**Extended**
				$ -
			Total	**$ -**

TOTAL OF WORK PERFORMED	**$ 10,858.91**
BOND FEE (ADD 1%)	**$ 108.59**
TOTAL COST	**$ 10,967.50**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 1,827.92**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	7/20/2021	**Project:**	Southeast Loop Segment 1 Phase 1	**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	T3346	**Highway:**	SE LOOP
Description:	Added Fence Wolfe Property	**Original Contract:**	**Net CO:** $ -	**Revised Contract:**	

Estimated Qty: 6,300.00 LF
Estimated Change in Contract Sum: $ 98,524.24
Estimated Change In Contract Time:

Narrative: This Change order covers the grading and clearing of the ROW extending past the initial workzone, survey will stay on site while clearing due to the lack of control points and heavy brush along the ROW. After Clearing is complete, Woolery will install the fence, gates, and water gap.

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order. This change order

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**		**Extended**
					Subtotal	$	-
					15% Markup	$	-
					55% Burdens	$	-
					Total Labor	**$**	-

Equipment	**QTY**	**UM**	**Rate**		**Extended**
			Subtotal	$	-
			15% Markup	$	-
			Total Equipment	**$**	-

Subcontractors	**QTY**	**UM**	**Price**		**Extended**
Woolery - Field Fence w/ Top two strand barb wire	6300.00	LF	$ 11.50	$	72,450.00
Woolery - 14' W Single Swing Tube Gate	4.00	EA	$ 1,850.00	$	7,400.00
Woolery - Water Gap (120lf)	1.00	LS	$ 4,975.00	$	4,975.00
			Subtotal	$	84,825.00
			15% Markup	$	12,723.75
			Total Subcontract	**$**	**97,548.75**

Material	**QTY**	**UM**	**Price**		**Extended**
			Subtotal	$	-
			15% Markup	$	-
			Total Material	**$**	-

Additional Work Items	**QTY**	**Units**	**Price**		**Extended**
				$	-
			Total	**$**	-

TOTAL OF WORK PERFORMED	**$**	**97,548.75**
BOND FEE (ADD 1%)	**$**	**975.49**
TOTAL COST	**$**	**98,524.24**
UNIT PRICE (TOTAL COST/EST. QTY)	**$**	**15.64**

EquipmentWatch™

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All prices shown in US dollars ($)

Rental Rate Blue Book®

June 4, 2021

Ford F-250
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
N/A



Configuration for F-250

Axle Configuration	**4.0 X 4.0**	Cab Type	**Crew**
Horsepower	**385.0 hp**	Power Mode	**Gasoline**
Ton Rating	**3.0 / 4.0**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $990.00	USD $280.00	USD $70.00	USD $11.00	USD $19.51	USD $25.14
Adjustments						
Region (Houston, Texas: 93.2%)	(USD $67.32)	(USD $19.04)	(USD $4.76)	(USD $0.75)		
Model Year (2020: 99.9%)	(USD $0.92)	(USD $0.26)	(USD $0.07)	(USD $0.01)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $921.76**	**USD $260.70**	**USD $65.17**	**USD $10.24**	**USD $19.51**	**USD $24.75**

Non-Active Use Rates

	Hourly
Standby Rate	USD $3.72
Idling Rate	USD $20.53

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	57%	USD $564.30/mo
Overhaul (ownership)	29%	USD $287.10/mo
CFC (ownership)	3%	USD $29.70/mo
Indirect (ownership)	11%	USD $108.90/mo
Fuel (operating) @ USD 2.09	78%	USD $15.29/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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www.equipmentwatch.com

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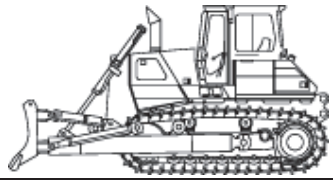
All prices shown in US dollars ($)

Rental Rate Blue Book®

June 2, 2021

Caterpillar D6N LGP (disc. 2019)
Lgp Crawler Dozers

Size Class:
130 - 159 HP
Weight:
39222 lbs



Configuration for D6N LGP (disc. 2019)

Dozer Type	**VPAT**	Operator Protection	**EROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $13,100.00	USD $3,670.00	USD $920.00	USD $140.00	USD $54.48	USD $128.91
Adjustments						
Region (Houston, Texas: 91.5%)	(USD $1,113.50)	(USD $311.95)	(USD $78.20)	(USD $11.90)		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $11,986.50**	**USD $3,358.05**	**USD $841.80**	**USD $128.10**	**USD $54.48**	**USD $122.59**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $29.97
Idling Rate	USD $82.39

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	USD $4,323.00/mo
Overhaul (ownership)	56%	USD $7,336.00/mo
CFC (ownership)	3%	USD $393.00/mo
Indirect (ownership)	8%	USD $1,048.00/mo
Fuel (operating) @ USD 2.53	26%	USD $14.28/hr

Revised Date: 1st half 2021

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All prices shown in US dollars ($)

Rental Rate Blue Book®

June 2, 2021

Caterpillar 938M
4-Wd Articulated Wheel Loaders

Size Class:
175 - 199 HP
Weight:
N/A



Configuration for 938M

Operator Protection **ROPS/FOPS** Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $6,885.00	USD $1,930.00	USD $485.00	USD $73.00	USD $32.04	USD $71.16
Adjustments						
Region (Houston, Texas: 91.5%)	(USD $585.22)	(USD $164.05)	(USD $41.22)	(USD $6.20)		
Model Year (2015: 99.2%)	(USD $50.40)	(USD $14.13)	(USD $3.55)	(USD $0.53)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,249.38**	**USD $1,751.82**	**USD $440.22**	**USD $66.26**	**USD $32.04**	**USD $67.55**

Non-Active Use Rates	Hourly
Standby Rate	USD $21.66
Idling Rate	USD $49.17

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	47%	USD $3,235.95/mo
Overhaul (ownership)	39%	USD $2,685.15/mo
CFC (ownership)	4%	USD $275.40/mo
Indirect (ownership)	10%	USD $688.50/mo
Fuel (operating) @ USD 2.53	43%	USD $13.66/hr

Revised Date: 1st half 2021

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All prices shown in US dollars ($)

Rental Rate Blue Book®

June 2, 2021

Caterpillar 336F L (disc. 2019)
Crawler Mounted Hydraulic Excavators

Size Class:
33.1 - 40.0 MTons
Weight:
N/A



Configuration for 336F L (disc. 2019)

Bucket Capacity	**3.2 cu yd**	Horsepower	**303 hp**
Operating Weight	**88400 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $11,760.00	USD $3,295.00	USD $825.00	USD $125.00	USD $72.20	USD $139.02
Adjustments						
Region (Houston, Texas: 92.7%)	(USD $858.48)	(USD $240.54)	(USD $60.22)	(USD $9.13)		
Model Year (2017: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $10,901.52**	**USD $3,054.47**	**USD $764.78**	**USD $115.88**	**USD $72.20**	**USD $134.14**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $32.21
Idling Rate	USD $94.09

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	USD $4,939.20/mo
Overhaul (ownership)	48%	USD $5,644.80/mo
CFC (ownership)	3%	USD $352.80/mo
Indirect (ownership)	7%	USD $823.20/mo
Fuel (operating) @ USD 2.53	45%	USD $32.15/hr

Revised Date: 1st half 2021

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WOOLERY CUSTOM FENCE CO.
P.O. BOX 986
ELGIN, TX 78621

PROPOSAL

DATE	PROPOSAL #
7/8/2021	11515

P.O.# or W.O.#	ATT:	PROJECT
	Alex	Southeast Loop Segment 1 Phase 1 Addition

DESCRIPTION	QTY	TOTAL
CHANGE ORDER #1 ----------		
FIELD FENCE w/ TOP TWO STRANDS of BARB WIRE -- (LF) NOTE: Wood Post Every 50', T-Post Every 10', Timber H-Brace Every 150'	6,300	72,450.00
14'W SINGLE SWING TUBE GATE (To Match Fence) -- (EA)	4	7,400.00
WATER GAP (Per WCF Detail) (Approx. 120LF) -- (LS)	1	4,975.00

NOTE:
All wood is nominal dimension. In manufacturing, a nominal size or trade size is a size "in name only" used for identification. The nominal size may not match any dimension of the product, but within the domain of that product the nominal size may correspond to a large number of highly standardized dimensions and tolerances.

** DUE TO MATERIAL VOLATILITY, WOOLERY CUSTOM FENCE MAY NOT BE ABLE TO HOLD PRICES AFTER 5 DAYS FROM PROPOSAL DATE. CALL FOR REVISED PRICING IF SENDING CONTRACT AFTER THE 5 DAYS. **

MOBILIZATION:
Proposal Based on (1) Mobilization
Each additional mobilization = $750.00

EXCLUSIONS:
Survey, Columns, Grubbing, Clearing, Grounding, Signs, & Mow Strips by Other.

NOTE:
WCF will not be responsible for other underground utilities not marked by TX 811 ONE CALL.

** Minority Certification #'s**
WBE & DBE Code -- WOO7143440
Texas HUB VID # - 1742794088100

Total $84,825.00

SIGNATURE: _____...

Phone #	Fax #	E-mail	Web Site
512-281-2186	512-233-5396	bids@wooleryfence.com	www.wooleryfence.com

AUSTIN WOOD RECYCLING
3875 E. Whitestone Blvd.
Cedar Park, TX 78613

Ph: (512) 259-7430 Fx: (512) 259-6482
info@austinwoodrecycling.com
www.austinwoodrecycling.com

July 12, 2021

Alexander Krejchi
James Construction Group, L.L.C.
PO Box 90022
Baton Rouge, LA 70879
PH: (254) 939-8610 / FX: (254) 939-8611
Email: Akrejchi@prim.com

RE: SE LOOP SEGMENT 1 PHASE 1

(NOTE: Final price will be based on total acreage size. If prior arrangements have been made negating the above statement, the details will be enclosed in this proposal.)

Austin Wood Recycling proposes to clear, box, and haul (or combination thereof) wood waste material. Please note these prices are figured for **loose, non-compacted wood waste disposal only**. Dirt, rock and/or any other foreign or man-made materials are not included in this bid. ***Please sign and return this proposal for our files.***

Clear, Box, & Haul:

Clear, box, and haul off tree material. No demolition work. *Note: No grubbing, we will clear trees and remove root balls where feasible (some conditions will prevent us from removing root balls, i.e. solid rock, granite, etc.). We will not do dirt excavation. The cost for this service will be:

$8,000.00 plus tax if applicable

Note: Any trees in conflict with underground utilities will need to be cut-off at ground level and the root ball(s) will be left in the ground.

Prices include any and all supervision, insurance, equipment and labor.
Prices do not include the removal of rock and dirt.
PLEASE NOTE: QUOTED PRICES ARE GOOD FOR *ONLY* 60 DAYS.
ALL INVOICES ARE DUE 10 DAYS UPON RECEIPT.
Invoices Past 30 Days Will Be Assessed Finance Charges Equal To 18% Annual Interest (1.5% Monthly)
VENUE FOR ANY AND ALL DISPUTES ARISING OUT OF THIS AGREEMENT WILL BE TRAVIS COUNTY, TEXAS.

Approved & Accepted (PLEASE COMPLETE INFO BELOW & RETURN FOR OUR FILES):

Signed: _____ Name (printed):_____

Title: _____ Date: _____
Physical jobsite address: _____
Name of Project Owner: _____

Owner Address: _____
_____
Ph/Fax/Email: _____

Sincerely,
Tim Fall
Sales & Estimating
AUSTIN WOOD RECYCLING

From:	Clayton Weber
To:	Chris Kelarek
Cc:	Kyle McCoy; 70326_SoutheastCorridor; David Krizan; Kimberly Scherer; Lowell Choate; Eddie R. Church
Subject:	RE: SE Loop S1P1: Revised Plans - SCS Pond 21 and Star Ranch, Covered Bridge & Southgate Driveways
Date:	Monday, July 19, 2021 2:47:29 PM
Attachments:	image001.jpg

Fence info

- Approximately 6300 LF of fencing. Consisting of : 6" x 6" wire mesh, 2 strands of barbed wire at top, timber pull posts every 50', steel posts every 10', and timber H bracing every 150'.
- 120 LF water gap across lake. Includes cable and cattle panels and steel pull posts.
- 2- 14' gates

Water gap will consist of timber posts on each side of the lake at the current edge of water (since lake is very full). A cable will span from post to post across the lake and cattle panels will be draped from the cable across the water. Panels can be trimmed to match the edge of the bank to eliminate gaps. Modifications can be made if water level lowers and openings are exposed.

Let me know of any questions.

Clayton K. Weber, Construction Manager
HNTB
Tel (512) 539-9342
Email cweber@hntb.com

From: Chris Kelarek <ckelarek@rtg-texas.com>
Sent: Thursday, July 15, 2021 3:11 PM
To: Eddie R. Church <erchurch@HNTB.com>
Cc: Kyle McCoy <klmccoy@HNTB.com>; 70326_SoutheastCorridor <70326_SoutheastCorridor@HNTB.com>; David Krizan <dkrizan@rtg-texas.com>; Craig Hebbe <chebbe@kfriese.com>; Elias Potts <epotts@kfriese.com>; Kimberly Scherer <kscherer@HNTB.com>; Clayton Weber <cweber@HNTB.com>; Lowell Choate <lchoate@HNTB.com>
Subject: RE: SE Loop S1P1: Revised Plans - SCS Pond 21 and Star Ranch, Covered Bridge & Southgate Driveways

Eddie,

A zip file containing the revised plan sheets in pdf and a revised plan sheet log has been uploaded to PW: 20210715-SELOOPS1P1_Revised Plans_PDF.zip
We are in the process of creating a zip file with the revised MDF DGNs which should be ready and uploaded to PW tomorrow. I will notify you when the DGN zip has been uploaded to PW. Please review and let me know if you have any questions.

Thanks,
Chris

Commissioners Court - Regular Session **38.**

Meeting Date: 08/03/2021

Corridor C SH29 Bypass 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 Archeological Mitigation Plan Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigations on the Corridor C – SH 29 Bypass Project, a Road Bond Project in Commissioner Pct 3. P#: P459

Background

The permit application requests the approval of data recovery excavation to mitigate adverse impacts within the highway construction area for the archeological site 41WM1398. No excavations will take place until a permit is received from the THC. Portions of the attached mitigation plan have been redacted prior to placing on the court agenda, to protect restricted information; however, the redacted information will be included in the application to the THC.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CorridorC(SH29Bypass)-THC-AntiquitiesPermitApp

CorridorC(SH29Bypass)-THC-AntiquitiesPermit-Scope

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 10:42 AM
Form Started By: Marie Walters		Started On: 07/29/2021 09:22 AM
Final Approval Date: 07/29/2021		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Archaeological Mitigation (Excavation) of 41WM1398 (Mankins Branch Site) as part of the Corridor C /State Highway 29 Bypass Project, Williamson County, Texas
County (ies) Williamson
USGS Quadrangle Name and Number Weir, Texas (3097-314)
UTM Coordinates Zone 14N E 635013 N 3390488
Location Project is approximately 5 miles (8 kilometers) east of Georgetown
Federal Involvement ❑ Yes X No
Name of Federal Agency N/A
Agency Representative N/A

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Bill Gravell, Jr., County Judge
Address 710 South Main Street, Suite 101
City/State/Zip Georgetown, Texas 78626
Telephone (include area code) 512-943-1550 Email Address

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Same as above
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Katherine Turner-Pearson, M.A., RPA
Affiliation Atkins North America, Inc.
Address 11801 Domain Blvd., Suite 500
City/State/Zip Austin, Texas 78758
Telephone (include area code) (512) 340-1165-office (254) 405-5543-cell
Email Address katherine.turner-pearson@atkinsglobal.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork September 1, 2021
Requested Permit Duration 5 Years _____ Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Mitigation/excavation of the highway construction deep impact area within site 41WM1398 as well as a "buffer area" immediately outside the deep impact area.
See Attached Research Design

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Atkins – SNC-Lavalin Archaeological Laboratory
Permanent Curatorial Facility Center for Archaeological Studies, Texas State University

IV. LAND OWNER'S CERTIFICATION

I, Judge Bill Gravelly, 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, Same as Above, 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, Katherine Turner-Pearson, M.A., RPA, as Principal Investigator employed by Atkins North America, Inc. (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 _____

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

TEXAS HISTORICAL COMMISSION
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Mitigation/Excavations of Site 41WM1398 for the Corridor C/State Highway 29 Bypass Project Williamson County, Texas: Texas Antiquities Permit Research Design

Principal Investigator: Katherine Turner-Pearson, M.A., RPA

Atkins Global, on behalf of Williamson County, requests Texas Historical Commission (THC) coordination and Antiquities Code of Texas Permitting for Archaeological Mitigation/ Excavation activities at the Mankins Branch archaeological site (41WM1398) in Georgetown, Williamson County, Texas. The site is located 637 meters (m) off County Road 106 (**Figure 1**).

Background

The Mankins Branch site (41WM1398) was discovered in 2019 during a linear survey in anticipation of the Corridor C/State Highway (SH) 29 Bypass Project in Williamson County, Texas. The Williamson County sponsored project consists of a new controlled access facility between Sam Houston Avenue on the west and the Texas Department of Transportation's (TxDOT) future SH 29 facility on the east in Williamson County. Archaeological investigations started with a survey under the Antiquities Code of Texas as Williamson County is a political subdivision of the state and under Section 106 of the National Historic Preservation Act (Texas Antiquities Permit [TAP] #8519) in anticipation of a United States Army Corps of Engineers (USACE) permit. Survey investigations performed by Atkins in February 2019 encountered previously unrecorded archaeological site 41WM1398 (Mankins Branch site). Following survey investigations, Atkins recommended that 41WM1398 had an "undetermined" eligibility for inclusion in the National Register of Historic Places (NRHP), and the THC concurred.

Under contract by Williamson County, Atkins conducted NRHP Eligibility Testing on Site 41WM1398 between July 8, 2019 and May 26, 2020 under TAP No. 8960. Laura I. Acuña, M.A. served as the Principal Investigator for the first half of the project (Testing – Part A) and transferred the permit to Registered Professional Archaeologist (RPA), Katherine Turner-Pearson, M.A., RPA #16193 who served as Principal Investigator for the second half of the project (Testing – Part B). The area of potential effect (APE) during the survey at the Mankins Branch site (41WM1398) was divided into a "deep impact area" and a "shallow impact area" based on the project designs at the time of the survey. The deep impact APE consisted of the drill shaft impact area measuring approximately 40m (131 feet [ft]) x 6 m (20 ft), or 183.9 square meters (m^2) (1,979.5 square ft [sq ft]), and extending to bedrock. The shallow impact area was defined as the remainder of planned right-of-way (ROW), with a maximum width of 56.39 m (185 ft), a length of 126.92 m (416.41 ft), and a disturbance of nominal depth, as the area will be covered with additional sediments and gravel to raise the elevation. Both impact areas were surveyed by shovel test excavations during the initial survey investigations.

As noted above, the Testing Phase investigations focused on the proposed drill shaft area for bridge supports within site 41WM1398, approximately 40 m (131 ft) x 6 m (20 ft), or 183.9 m^2 (1,979.5 sq ft), and extended the excavations only to 1.74 m (5.7 ft) below surface due to the reach of the backhoe and discovered deeply buried burned rock features (excavations not to bedrock) (**Figure 2**) Based on the findings, archaeologists determined that site 41WM1398 is a multi-component, prehistoric site with deep intact deposits and isolable cultural horizons dating from the Paleoamerican to the Transitional-Late Archaic periods (ca. 12,000 years before present (BP) – ca. 1200 BP) (Turner-Pearson et. al. 2021). The site was recommended eligible for

REDACTED FIGURE 1

Figure 1. Location of Mankins Branch Archaeological Site (41WM1398)

REDACTED FIGURE 2

Figure 2. Site Map of 41WM1398; Location of Test Trenches, Shovel Tests, and Excavation Boundaries.

the NRHP and as a State Antiquities Landmark (SAL), and since the site will be destroyed by imminent highway construction,researchers recommended, and the THC agreed, to mitigation of the site in advance of that construction. Since the Testing Phase, the USACE has determined their oversight is not necessary for this project, and the mitigation will proceed under the Antiquities Code of Texas with THC jurisdiction.

During the testing investigations, Atkins archaeologists opened two large trenches in the deep impact area for the Corridor C Highway project within the known boundaries of the Mankins Branch site (41WM1398) within the proposed project's ROW and discovered the aforementioned three isolable cultural horizons dating from the Early Paleoamerican to the Transitional Archaic periods (**Figure 2**).

Archaeologists identified five burned rock features that, while disturbed in the upper horizon, remained intact and undisturbed in the older, deeper horizons (**Figure 3**). The upper cultural horizon (Horizon 1) contained a large, burned rock midden, greatly disturbed by previous non-professional, random mechanical excavations. The disturbed feature in this horizon (Feature 1) produced an Accelerator Mass Spectrometry (AMS) radiocarbon standard date of 2580 ±- 30 BP (calibrated [cal]) AMS radiocarbon date 2763 cal BP–2699 cal BP). The two deeper and much older cultural horizons (Horizons 2 and 3), and associated features were undisturbed and *in sitú* (**Figure 3**). The site extended across the limits of the deep impact drill shaft area. Because of the disturbance to the upper burned rock midden (Feature 1) in Horizon 1, the crew focused on the intact lower features within the two deeper cultural horizons (Horizons 2 and 3). While no radiometric date was ascertained for either of the two features in Horizon 2 (Features A and B), the lowest horizon (Horizon 3) containing Features 4 and C yielded AMS radiocarbon standard dates of between 8100 ±-30 BP – 9740-9187 ±-30 BP (AMS cal radiocarbon dates between 8992 cal BP – 11,231 cal BP) (**Figure 3**). This puts the lowest horizon squarely in the Paleoamerican period. As Paleoamerican sites are relatively rare in Central Texas, the Mankins Branch site (41WM1398) is hugely important to the collective knowledge of the prehistory of Central Texas.

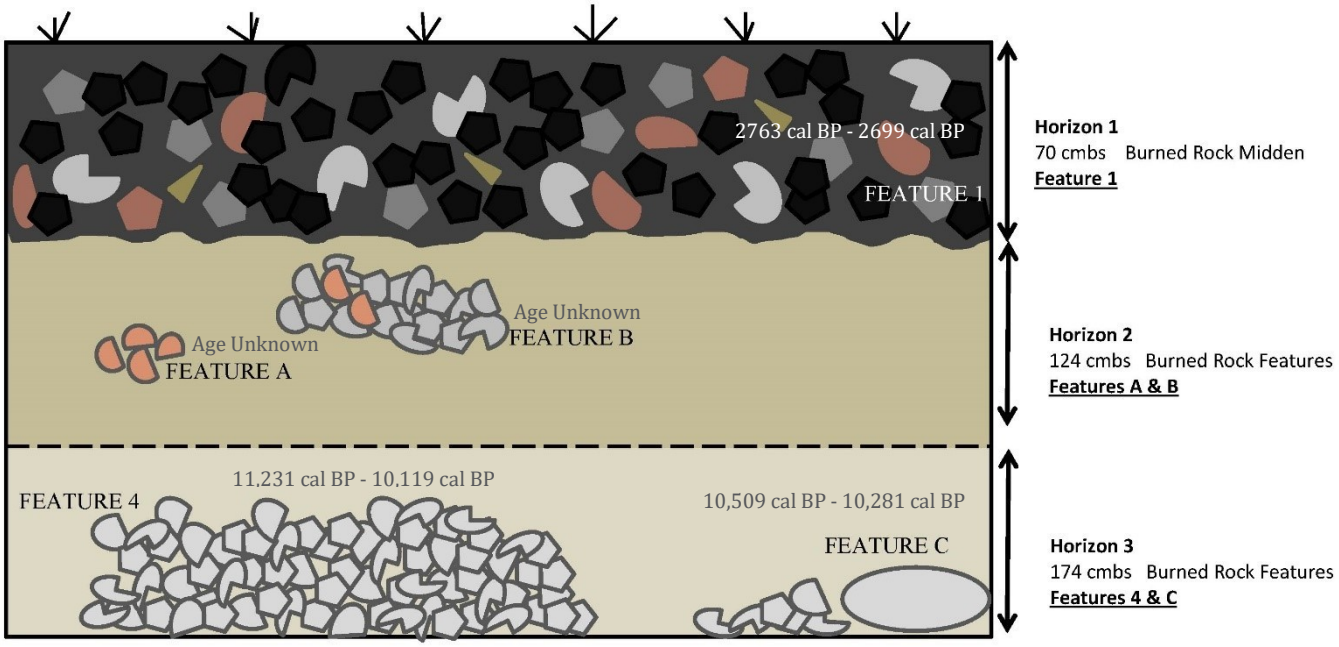


Figure 3. Diagram of Features at Mankins Branch Site (41WM1398).

Based on the findings of the testing excavations, Atkins' Principal Investigator, Turner-Pearson recommended that the Mankins Branch site (41WM1398) be determined eligible for listing in the NRHP and as an SAL. Because the planned construction of the Williamson County Corridor C Highway Project will result in destruction of the Mankins Branch site within the project's boundaries, Atkins further

recommended data recovery excavations to mitigate the adverse effects to the site prior to project construction in a Report of Investigations submitted to the THC on April 1, 2021. The THC concurred with these findings on April 29, 2021 (THC Tracking #202107636). This Research Design is intended to address plans for that mitigation.

USGS Quadrangle References

The project lies within the U.S. Geological Survey 7.5-Minute quadrangle map of TEX, Weir [3097-314] (United States Geological Survey [USGS] 2020) (**Figure 1**).

Geology and Physiography

The Mankins Branch site (41WM1398) sits on the edge of two geologic formations, Austin Chalk and Fluviatile Terrace Deposits (USGS 2020). The upper slope of the site is Austin Chalk, located on the Austin Sheet. It is Cretaceous in age and part of the Gulfian series and the Austin group. It consists of both chalk and marl but is predominantly chalk. It is microgranular calcite with minor foraminifera tests and inoceramid prisms. It averages about 85 percent calcium carbonates, and soils from the formation are highly reactive. It forms grayish-white to white ledges alternating with marl that are observable along cut-banks of the nearby stream and contains pyrite nodules with outcrops of chert (USGS 2020).

The geologic formation on the terrace immediately above Mankins Branch, within the area of archaeological site 41WM1398, consists of Fluviatile Terrace Deposits (USGS 2020). These deposits are Quaternary in age and part of the Pleistocene epoch. These terrace deposits are located along streams and consist of three or more levels which may correspond to coastal Pleistocene units consisting of gravel, sand, silt, and clays in various proportions, with the gravel more dominant in the older, higher terraces. Along the nearby San Gabriel River, gravels dominate, while siliceous coarse deposits dominate along the Colorado River. Other lesser streams vary, dependent on their watershed. The deposits contain limestone, gray chert, quartz, and various igneous and metamorphic rocks from the Llano region, and dolomite, limestone, sand, quartz, and gray "Edwards Chert" from the Edwards Plateau (USGS 2020).

Climate and Hydrology

The prevailing local climate in Williamson County is humid subtropical and is normally hot in the summer (Werchan and Coker 1983). Winters are generally mild with occasional polar air intrusions of short duration and below-freezing temperatures occurring on an average of less than 25 days each year. Temperatures in the area range from an average high of 95° Fahrenheit (F) (35° Celsius [C]) in summer to an average low of 38°F (3.3°C) in winter. The average annual precipitation is approximately 87 centimeters (cm) (35 inches) and fairly evenly distributed throughout the year.

The Mankins Branch Site (41WM1398) sits downslope of a grass-covered limestone hill on a terrace approximately 3.5 m (12 ft) above the Mankins Branch stream. The drainage at the site is the adjacent Mankins Branch, and the main watershed is the nearby San Gabriel River. Watershed from an adjacent hill passes through the archaeological site on its way to the stream. Mankins Branch meanders northward away from the site and then curves to the east-southeast where it meets the San Gabriel River 1.24 kilometers (km) (0.77 miles) away. The greater floodplain of the San Gabriel River is between the confluence of Mankins Branch and the San Gabriel River.

Soils at the APE

The terrace where the site rests consists of alluvium from the meandering stream below, and colluvium from the deflating, adjacent hill slope to the south. The TxDOT

REDACTED FIGURE 4

Figure 4. Soils Mapped at 41WM1398 (*National Cooperative Soil Survey Map*, National Cooperative Soil Survey, National Resources Conservation Services 2021)

Predictive Archeological Liability Map indicates the soils within the APE have a medium to high probability of containing deeply buried archaeological sites (TxDOT 2021). The soils at the archaeological site are (SvB) Sunev silty clay loam, 1% to 3% slopes; (OkA) Oakalla silty clay loam, 0% to 2% slopes, occasionally flooded; and (OkA) Oakalla silty clay loam, 0% to 2% slopes, frequently flooded (**Figure 4**) (National Cooperative Soil Survey [NCSS] 2021; United States Department of Agriculture, Natural Resources Conservation Services [USDA, NRCS] 2020).

(SvB) Sunev silty clay loam soils are usually located on the risers of stream terraces. They are loamy alluvium of Quaternary age derived from mixed sources through alluvial processes. These deep, well drained soils are in excess of 203 cm (80 inches) thick and considered prime farmland (**Figure 4**). A typical profile is:

Soil Horizon 1: 0 – 46 cm (0 - 18 inch) silty clay loam

Soil Horizon 2 : 46 – 132 cm (18 - 52 inch) silty clay loam

Soil Horizon 3: 132 – 152 cm (52 - 60 inch) silty clay loam (NCSS 2021; USDA, NRCS 2020).

(OkA) Oakalla silty clay loam soils are typically located on the treads of floodplains and the flat areas of floodplains. These weak soils are not considered good farmland. They are formed by loamy alluvium derived from limestone (**Figure 4**). A typical profile is:

Soil Horizon 1 (Ap): 0 – 20 cm (0 - 8 inch) silty clay loam

Soil Horizon 2 (Ak): 20 – 58 cm (8 - 23 inch) silty clay loam

Soil Horizon 3 (Bk1): 58 – 135 cm (23 - 53 inch) silty clay loam

Soil Horizon 4 (Bk2): 135 – 203 cm (53 - 80 inch) silty clay loam (NCSS 2021; USDA, NRCS 2020).

Flora and Fauna

The Mankins Branch site (41WM1398) lies along the edge of the Blackland Prairie on the border with the Southern Post Oak Savannah ecoregions of Texas (Sorrow 2019). The Blackland Prairie ecoregion is a narrow belt of relatively flat terrain that spans approximately 6.1 million hectares and parallels the Balcones Escarpment in a northeast-southwest orientation, from the Red River Valley and the Oklahoma border, down into the South Texas Plains south of San Antonio (Texas Parks and Wildlife [TPWD] 2019).The Blackland Prairie forms an ecotone (or interface of ecological zones) between the Edwards Plateau to the west and the Post Oak Savannah to the east. The Mankins Branch site (41WM1398) is situated in a portion of the prairie that forms a natural corridor between the Lampasas Cut Plain to the northwest and the Gulf Coastal Plain to the southeast, both less than 16 km (10 miles) distance. Topographic relief north and east of the site toward Hutto is practically nonexistent, although low, rolling hills are found to the south toward Pflugerville and to the west toward Round Rock. Karstic sinks, caves, and rock shelters commonly occur to the west of Interstate Highway 35 (IH 35), while occasional springs and seeps can be found in the prairie margins to the east of the site.

The Post Oak Savannah is also referred to as the Savannah Grassland Region of Texas (TPWD 2019). The original plant community associated with the region was a savannah dominated by native grasses and forbs with scattered clumps of primarily Post Oak trees. Historically, the forested areas were generally restricted to bottomlands along major rivers and creeks, or in areas protected from fire. Soils within the area are unique, with sands and sandy loams found on upland sites and clay, or clay loams associated with

bottomlands. A dense, clay pan that is almost impervious to water underlies all the soil types within the region at depths of only a few feet (TPWD 2019). The changes to the land that occurred over the last 100+ years have dramatically altered the flora and fauna of the region. The once diverse wildlife communities that occurred on the prairies and savannahs have been reduced dramatically and continue to decline. Today the Post Oak Savannah has been converted into vast acreages of improved pastures consisting of Bermuda grass (*Cynodon dactylon*) and/or Bahiagrass (*Paspalum notatum*) (TPWD 2019). The archaeological site location, offering multiple ecoregions within walking distance, created a region rich in diverse flora and fauna for exploitation among the ancient inhabitants of the area.

Flora

As noted above, the project area is located where the Savannah Prairie and the Blackland Prairie Ecoregions meet (Sorrow 2019). This land was once dominated by Indiangrass (*Sorghast nutans*), little bluestem (*Schizachyrium scoparium*), and big bluestem (*Andropogon gerardii*), but today, the area is dominated by farm and ranch fields and pastures that grow grain sorghum (*Sorghum*), corn (*Zea mays*), wheat (*Triticum*), and hay crops. The San Gabriel River, Mankins Branch, and other drainages are wooded with bur oak (*Quercus macrocarpa*), Shumard oak (*Quercus shumardii*), sugar hackberry (*Celtis laevigata*), elm (*Ulmus),* ash (*Fraxinus*), eastern cottonwood (*Populus deltoides*), and pecan (*Carya illinoinensis*). The dominant grasses of the pasture lands containing clayey vertisol soils are eastern gamagrass (*Tripsacum dactyloides*) and switchgrass (*Panicum virgatum*) (TPWD 2019). Native grasses such as little bluestem, Texas wintergrass (*Nasella leucotricha*), Indiangrass, and switchgrass (*Panicum virgatum*) still survive in the county, but non-native grasses such as Coastal Bermuda (*Cynodon dactylon*) have taken over large portions of the county due to farming and over grazing by cattle (TPWD 2019). The project area is currently used as grassland for cattle production.

The Blackland Prairie is part of a tallgrass prairie continuum that stretches from Manitoba to the Texas Coast. The natural vegetation of the region is dominated by tallgrass prairie on uplands, deciduous bottomlands, and woodland forests along rivers and creeks (Eidson and Smeins 2019). This diversity is attributable to the ecoregion's variety of soil orders, and their variation in texture and soil pH. Little bluestem and Indiangrass are frequently dominants on Blackland Prairie alfisols and vertisols. Big bluestem is of variable importance on vertisols and is frequently dominant on Blackland Prairie mollisols. Gamagrasss/switchgrass prairies are associated with bottomland sites throughout the region and are also found on upland sites of the northern main belt vertisols where they are especially associated with gilgai microtopography. Silveus' drop seed/Mead's sedge (*Sporobolus silveanus/Carex meadii*) prairies are found over low pH soils of the northern main belt. Little bluestem, brownseed paspalum (*Paspalum plicatulum*) prairie is associated with Fayette Prairie alfisols (Eidson and Smeins 2019).

Trees of the Blackland Prairie include cedar elm (*Ulmus crassifolia*), Texas ash (*Fraxinus texensis*), post oak (*Quercus stellate*), cottonwood (*Populus*), pecan (*Carya illinoinensis*), and willow (*Salix*); while shrubs include coralberry (*Ardisia crenata*), skunkbush sumac (*Rhus trilobata*), elbowbush/desert olive (*Forestiera pubescens*), and Mexican buckeye (*Ungnadia speciose*) (TPWD 2019).

Fauna

The Mankins Branch site (41WM1398) lies near the western edge of the Texan biotic province as described by Blair (1950). This transitional region is recognized as a broad eco-tone of grasslands and savannahs situated between the forests of the Austroriparian province of eastern Texas and the Kansan prairies or Balconian forests of northern and central Texas. The vertebrate fauna of the Texan biotic province is therefore represented by a mixture of species from these three provinces as well as the Tamaulipan brushlands to the south. The area fauna periodically used the grasslands and their streams depending on

prevailing climatic regimes. Archaeological evidence suggests that bison were present in all these biotic provinces during the Early Paleoamerican period as late as circa 9000 BP (Collins 1998a), and then became scarce until approximately 650 BP (Johnson and Goode 1995), after which they became more prevalent moving into the early nineteenth century.

Currently, the fauna in Williamson County includes a plethora of reptiles, including western rat snake (*Pantherophis obsoletus*), common slider turtle (*Trachemys scripta*), gopher snake (*Pituophis catenifer*), Mediterranean house gecko (*Hemidactylus turcicus*), Texas spiny lizard (*Sceloporus olivaceus*), checkered garter snake (*Thamnophis marcianus*), speckled kingsnake (*Lampropeltis holbrooki*), western diamondback rattlesnake (*Crotalus atrox*), North American racer (*Coluber constrictor*), ringneck snake (*Diadophis punctatus*), western ribbon snake (*Thamnophis proximus*), plain-bellied watersnake (*Nerodia erythrogaster*), coachwhip (*Masticophis flagellum*), rough earth snake (*Haldea striatula*), eastern hog-nosed snake (*Heterodon platirhinos*), six-lined racerunner (*Aspidoscelis sexlineata*), Great Plains rat snake (*Pantherophis emoryi*), DeKay's brown snake (*Storeria dekayi*), copperhead (*Agkistrodon contortrix*), cottonmouth (*Agkistrodon piscivorus*), little brown skink (*Scincella lateralis*), spiny softshell turtle (*Apalone spinifera*), rough greensnake (*Opheodrys aestivus*), and Texas horned lizard (*Phrynosoma cornutum*) (Ueda and Loarie 2019).

Mammals in Williamson County include the common raccoon (*Procyon lotor*), Virginia opossum (*Didelphis virginiana*), white-tailed deer (*Odocoileus virginianus*), fox squirrel (*Sciurus niger*), coyote (*Canis latrans*), eastern cottontail (*Sylvilagus floridanus*), nine-banded armadillo (*Dasypus novemcinctus*), North American porcupine (*Erethizon dorsatum*), eastern mole (*Scalopus aquaticus*), eastern gray squirrel (*Sciurus carolinensis*), red fox (*Vulpes vulpes*), American beaver (*Castor canadensis*), desert cottontail (*Sylvilagus audubonii*), gray fox (*Urocyon cinereoargenteus*), black-tailed jackrabbit (*Lepus californicus*), pronghorn (*Antilocapra americana*), collared peccary (*Pecari tajacu*), house mouse (*Mus musculus*), mountain lion (*Puma concolor*), black-tailed prairie dog (*Cynomys ludovicianus*), deer mouse (*Peromyscus maniculatus*), big brown bat (*Eptesicus fuscus*), American badger (*Taxidea taxus*), Mexican free-tailed bat (T*adarida brasiliensis*), ringtail (*Bassariscus astutus*), long-tailed weasel (*Mustela frenata*), and eastern red bat (*Lasiurus borealis*) (Ueda and Loarie 2019).

A wide variety of birds inhabit the county's woodlands and prairies, including eastern phoebe (*Sayornis phoebe*), great blue heron (*Ardea herodias*), red-tailed hawk (*Buteo jamaicensis*), ring-billed gull (*Larus delawarensis*), northern mockingbird (*Mimus polyglottos*), gadwall (*Mareca strepera*), American wigeon (*Mareca americana*), spotted towhee (*Pipilo maculatus*), ring-necked duck (*Aythya collaris*), northern cardinal (*Cardinalis cardinalis*), house finch (*Haemorhous mexicanus*), tufted titmouse (*Baeolophus bicolor*), mourning dove (*Zenaida macroura*), turkey vulture (*Cathartes aura*), double-crested cormorant (*Phalacrocorax auritus*), American coot (*Fulica americana*), great-tailed grackle (*Quiscalus mexicanus*), killdeer (*Charadrius vociferus*), white-crowned sparrow (*Zonotrichia leucophrys*), red- shouldered hawk (*Buteo lineatus*), belted kingfisher (*Megaceryle alcyon*), greater yellowlegs (*Tringa melanoleuca*), northern pintail (*Anas acuta*), and greater roadrunner (*Geococcyx californianus*) (Ueda and Loarie 2019).

Cultural Context

The project area is located within the Central Texas archaeological region in western Williamson County (Perttula 2004). The archaeological record in Williamson County spans the entire prehistoric period beginning with the Paleoamerican. Cultural sites recorded in the county consist of campsites with intact cultural components from the Early Paleoamerican period to the Late Prehistoric, as well as historic-age archaeological sites and farmsteads that contribute to the overall prehistoric and historic record of the region. The following context outlines the cultural periods within Williamson County, taken primarily from

the synthesis provided by Collins (2004), supplemented with more recent investigations completed within Williamson County; specifically, along the San Gabriel River (Rogers and Russell 2008).

Prehistoric Context

Paleoamerican Period (ca. 12,000 BP – 8000 BP)

The Early Paleoamerican period is characterized by the presence of Folsom and Clovis tools, and is the earliest cultural period in Central Texas, dating between ca.12,000–8000 BP, with Early Paleoamerican from ca. 12,000–10,000 BP and Late Paleoamerican during the Early Holocene period of ca. 10,000–8000 BP (Bousman et al. 2004). The term Early Paleoamerican is given to materials often associated with extinct megafauna. Clovis and, later, Folsom toolkits are associated with this cultural horizon. Site types of this time include kill sites, quarries, camps, and burials. Well-made artifacts, often of exotic materials, include prismatic blades and bifaces. Engraved stone, ivory, and bone have also been found at these sites. Clovis people appear to have led an adaptive lifestyle at a time when climatic conditions were going from xeric to mesic (Collins 2004, 2005). They possessed the capability of hunting large game but did not exclusively rely on it. They traveled great distances and occupied diverse environments. Caches of artifacts suggest they returned and reused campsites. Folsom people appear to have been specialized bison hunters, and their toolkit contains thin bifaces, Folsom points, and small end scrapers. The climatological evidence suggests that relatively mesic conditions existed in Central Texas during Folsom time. Folsom period sites are usually found in grassland environments (Collins 1998b:62). Plainview is a cultural manifestation that is currently problematical. Its chronological position is uncertain, and the name is often applied to unfluted points that lack the flaking patterns and thinness found at the type site (Bousman et al. 2004; Collins 2004). A reclassification of unfluted lanceolate points using cluster analysis resulted in two broad morphological categories: contracting stem forms (Angostura, Lubbock, Thrall, Midland) and parallel stem forms (Plainview, St. Mary's Hall, Scottsbluff), with a third category consisting of points characterized by deep basal concavities (atypical St. Mary's Hall, Golondrina, Barber, Dalton). Only four different stemmed points (Wilson, Berclair, San Patrice, and Big Sandy) have been discovered at Paleoamerican sites in Texas in the late twentieth century (Bousman et al. 2004).

Along the San Gabriel River, multi-component sites (41WM133, 41WM165, 41WM267, 41WM382, and 41WM1101) contain evidence of Paleoamerican diagnostics but are surface finds within deflated areas (Rogers and Russell 2008). Two sites 41WM35 and 41WM419, occur on the terraces of the San Gabriel River with buried cultural deposits; however, the Paleoamerican component could not be stratigraphically isolated with certainty (Rogers and Russell 2008).

The Wilson-Leonard site (41WM235) is one of the few sites with a complete stratigraphic sequence with a classic lanceolate Paleoamerican occupation and is located approximately 19.7 km (12.3 miles) southwest of the current project area along Brushy Creek (Goldberg and Holliday 1998; Bousman et al. 2004). The Early Paleoamerican occupation is buried in fluvial deposits dating to between 12,000 and 10,600 BP. Three components were identified in these deposits: an early one attributable to a Clovis complex; an intermediate one known as the Bone Bed component that aligns with Folsom, Plainview, and Goshen complexes; and a poorly identified late component. Activities associated with the Early Paleoamerican subperiod at the site are limited to the slaughter of bison and the knapping of chert, although the assemblages demonstrate diversity in material culture and subsistence behavior (Collins 1998b:159). Late Paleoamerican remains at Wilson-Leonard were more extensive and included the flexed burial of a young adult female with a shark tooth pendant and ground stone tools. Features from the Late Paleoamerican occupation of the site are restricted to small clusters or rings of burned rock, pits of unknown function, and associated scatters of stone tools and debitage, with the notable exception of the burial. Among the types of tools present were projectile points (Golondrina-Barber, Wilson, St. Mary's Hall, Scottsbluff, San

Patrice, and Angostura), burins, perforators, bifaces, unifaces, hammerstones, Waco sinkers, and Clear Fork gouges. Faunal remains found include bison, deer, rabbits, hares, turtles, fish, and snakes. The Late Paleoamerican occupations, which were divided into two components, occurred between 9500 and 8400 B.P (Bousman et al. 2004; Collins 1998b).

Archaic Period (ca 8000 BP – 1200 BP)

The Archaic period is subdivided into Early Archaic (ca. 8800–6000 BP), Middle Archaic (ca. 6000–4000 BP), and Late Archaic (ca. 4000–1200 BP) in recent chronologies (Collins 2004). However, Bousman and Oksanen (2012) suggest the 2,600-year period beginning at the end of the Pleistocene (10,000 BP, or 11,650 cal BP) for Late Paleoamerican groups to the Early Holocene and beginning of the Early Archaic (8,000 BP, or ca. 9,050 cal BP) be identified as the Proto archaic period. Although Bousman and Oksanen (2012) provide compelling arguments and analysis of this transitional period between the Paleoamerican and Archaic, they confirm that additional excavations of well preserved, unmixed components are needed to flesh out the chronology, subsistence, and settlement data for the period. Thus, archeologists currently define the cultural characteristics of the groups within this relatively short time span, within the Late Paleoamerican period, or they split it with the Early Archaic (Bousman and Oksanen 2012). For purposes of this context, the Archaic chronology provided by Collins (2004), adapted from Johnson and Goode (1994) will be utilized.

The Early Archaic (8800–6000 BP) in Central Texas was marked by a change from severely xeric to mesic to mildly xeric conditions (Collins 2004, 2005; Johnson and Goode 1995). Most Early Archaic sites are open campsites, and they seem to be concentrated in better-watered areas on the eastern and southern edges of the Edwards Plateau (Johnson 1991). In addition to dart points, woodworking tools (Clear Fork and Guadalupe bifaces), grinding stones and hammerstones were found at these encampments. Bulb cooking in earth ovens and large scatters of burned rocks that represent antecedents to the later burned rock middens make their appearance during the Early Archaic and dominate the Middle Archaic period (Collins 2004). The use of large burned rock ovens is evident at the Gault site (41WM9 and 41BL323) and the Wilson-Leonard site indicating their use across Central Texas at the onset of the Early Archaic (Bousman and Oksanen 2012).

The investigations within the SH 130 study corridor encountered three single-component, Early Archaic campsites (41WM432, 41WM558, and 41WM596) at the crossing of the Middle and South Forks of the San Gabriel River approximately 6.24 km (3.88 miles) west of the current project area (Rogers and Russell 2008). Diagnostic dart points found at these sites include Hoxie, Gower, Uvalde, and Early Barbed. A burned rock midden was present at site 41WM432. An additional 13 multicomponent sites located within the study corridor contain Early Archaic materials (Rogers and Russell 2008). Other sites with evidence of the Early Archaic in Williamson County include the Tombstone Bluff site (41WM165), the Loeve site (41WM133), and the John Ischy site (41WM49), also located along the San Gabriel River (Prewitt 1981, 1982; Sorrow 1969). The Tombstone Bluff site (41WM165) is located a few miles east of the study corridor. This site, although deflated, yielded evidence of a lengthy occupation, with the primary activities including hunting and the manufacturing of stone tools, with the latter being the impetus for the site's existence, as lag gravels were thought to have attracted people to the location (Prewitt 1982). The early component at the Loeve site (41WM133) yielded an Angostura dart point, scrapers, a graver, and other bifacial implements. Features associated with these artifacts included large and medium-sized basin hearths and a burned clay/charcoal pit. The presence of mussel shells testifies to the consumption of this foodstuff (Prewitt 1982). The John Ischy site (41WM49) along the North Fork of the San Gabriel River in the uplands (Lampasas Cut Plain) to the west, contained Baird and Taylor dart points within Period I of the site which equates with the Early Archaic period (Prewitt 1981; Sorrow 1969).

The Middle Archaic (6000–4000 BP) can be subdivided into three style intervals: Bell-Andice-Calf Creek, Taylor, and Nolan-Travis (Collins 2004). A shift in lithic technology is apparent with the emergence of Bell-Andice-Calf Creek, where triangular-shaped bifaces were made by removing long, thin flakes. These artifacts are associated with bison hunters who may have moved into the area from the southern plains (Johnson and Goode 1995:86). Climatic conditions appear to have been somewhat mesic at the beginning of the Middle Archaic. By the time Taylor and Nolan points come into the archaeological record, extremely xeric conditions had returned, and bison were absent. Burned rock middens debuted during this dry period and were particularly abundant on the eastern edge of the Edwards Plateau. Johnson and Goode (1995:87–88) speculate that the middens were used to process sotol and other xerophytes. More recent studies suggest the burned rock middens were also used to process and cook geophytes, inulin-rich resources, which expanded the diet breadth of groups during dryer periods (Acuña 2006; Bousman and Oksanen 2012; Dering 2007; Thoms 2008, 2009).

Three single-component Middle Archaic sites (41WM54, 41WM962, and 41WM1084) were recorded within the SH 130 study corridor at the crossing of the North and Middle Forks of the San Gabriel River (Rogers and Russell 2008). These campsites occur on the river's second terrace, or on upland landforms. Nolan dart points were recovered at two of the sites. Middle Archaic components occur in an additional 21 multicomponent sites within the study corridor (Rogers and Russell 2008). Excavations at the John Ischy site (41WM49) dated a Middle Archaic component from recovered Nolan and Bell dart points (Sorrow 1969).

Researchers in Central Texas tend to divide the lengthy Late Archaic period into a variety of intervals. Prewitt (1981) used three phases (Uvalde, Twin Sisters, and Driftwood) for the period. Johnson (1995) split the Late Archaic into two subperiods, designated Late Archaic I and Late Archaic II. Collins (2004: Fig. 3.9a) recognized six style intervals (Bulverde, Pedernales/Kinney, Lange/Marshall/Williams, Marcos/Montell/Castroville, Ensor/Frio/Fairland, and Darl). The climate at the beginning of the Late Archaic was severely xeric, though mesic conditions gradually returned. Middle Archaic lifestyles and subsistence strategies continued, with burned rock middens reaching their zenith, particularly along the eastern Edwards Plateau during the time when Pedernales points were in vogue (Collins 2004). Between about 3500 and 2500 BP, less-xeric conditions prevailed and the use of burned rock middens diminished along the eastern edge of the plateau, although to the west dry conditions prevailed and xerophytes continued to be baked in earth ovens. Toward the end of the Late Archaic, evidence emerges of contact between the local peoples and cultures to the east, in the form of exotic artifacts suggestive of ceremonial practices. There is good evidence that the population substantially increased (Johnson 1995; Prewitt 1981).

Thirty-five single-component Late Archaic sites have been found within the SH 130 study corridor's crossing of the San Gabriel River (Rogers and Russell 2008). This is the largest number of single-component sites that occur along any of the five streams crossed by the SH 130 study corridor. An additional 28 multicomponent sites have been recorded that contained Late Archaic materials (Rogers and Russell 2008). Along the North Fork of the San Gabriel River lies 41WM30, a site with two rock shelters and a burned rock midden located approximately 7.42 km (4.61 miles) west of the current project area. Numerous cobbles, lithic debitage, and many stone tools suggest this was a raw material procurement site, while the presence of mussel shell indicates some of the associated subsistence pursuits. Two additional burned rock middens lie within the San Gabriel River drainage at sites 41WM824 and 41WM1101. Dart point types Frio, Darl, Montell, and Castroville were present at 41WM1101 which is located 0.50 km (0.31 miles) east of the project area (Rogers and Russell 2008). Extensive Late Archaic deposits were encountered during excavations at the Loeve-Fox site (41WM230) located approximately 17 km (10.6 miles) downstream of the current project area. Prewitt (1982) assigned these to two phases, the Twin Sisters and the Driftwood. The earlier Twin Sisters occupations were the most intensive at the site. Ensor dart points, Erath and San

Gabriel bifaces, and exotic artifacts including a boatstone, stone gorget, and a marine shell gorget were recovered, as well as numerous small basin hearths. At least four episodes of site use could be attributed to the Twin Sisters occupations, which occurred between 1,800 and 1,450 years ago (Prewitt 1982). The succeeding Driftwood occupations were not as extensive and lacked the exotic materials, which suggested territorial restrictions. The Mahomet (Darl) dart points found in these levels were seen as a possible indication of an intrusive group (Prewitt 1982).

At the Siren site (41WM1126), located approximately 7.89 km (4.90 miles) west of the current project area, five distinct cultural components were encountered; four of which were attributed to several phases of the Late Archaic II phases (Carpenter 2014a; Carpenter and Miller 2014). The earliest component at the site was attributed the San Marcos subperiod (2600 to 2400 BP) with Marcos, Frio, Ensor, and Castroville points. This was followed by the Uvalde phase (2300 to 2100 BP) with several point types including Frio, Ensor, and Marshall. The San Marcos component contained two formal, well- constructed, slab-lined features and two basin-shaped features. The Uvalde component contained two formal, slab- lined features, one basin-shaped feature, and three flat-based, single layered features (Miller and Hanselka 2014). The third and fourth components both dated to the Twin Sisters phase (2000 to 1900 BP) with Ensor, Frio and Fairland points. These components contained four formal, slab-lined features. The final Late Archaic component of the site was attributed to the Driftwood phase (1730 to 1550 BP) with two possibly associated Darl points (Carpenter 2014a; Carpenter and Miller 2014). The features consisted of one slab-lined feature and one basin-shaped feature (Miller and Hanselka 2014). Part of the analysis of the site structure and culture history of the Siren site was to determine if the concept of a 'Transitional Archaic' phase was viable. However, the synthesis of the site reaffirmed the solid division between the Late Archaic period and the Late Prehistoric (Carpenter 2014a; Carpenter and Miller 2014).

Late Prehistoric (ca. 1200 BP–400 BP)

The Late Prehistoric period is much shorter in duration than the preceding Late Archaic and has long been divided into two subperiods, designated Austin and Toyah. Prewitt (1981) categorized the two subperiods as phases, using the Midwestern Taxonomic System. Black (1986) preferred the term "horizon" to define the archaeological manifestations. Ricklis and Collins (1994) use the term "interval" to describe the components. Collins (2004:122) describes the division as an arbitrary break between the Archaic and Late Prehistoric, as hunting-gathering subsistence continued into the Late Prehistoric with the appearance of the arrow point, followed by the use of pottery, and finally the introduction of agriculture.

Austin Phase (ca. 1200 BP-1700 BP)

The Austin phase (ca 1200–1700 BP) identifies the early part of the Late Prehistoric period and is marked by the introduction of the bow and arrow, with the Scallorn arrow point style a marker for the phase. The technological replacement of the atlatl did not occur immediately and does not appear to have accompanied any major changes in lifestyle in Central Texas. As noted by Johnson (1995), there was little change in cultural practices other than the use of the bow and arrow, and hence the Late Archaic period could be considered to continue until about A.D. 1200, or when the Toyah phase replaces the Austin phase at ca. 800 BP (Johnson and Goode 1994). However, to the northeast in the Caddoan area and along the upper Texas coast, contemporary peoples were using pottery, farming, and living in sedentary villages, and some of the traits associated with these cultures were shared with Central Texas. In addition, as argued by Carpenter and Miller (2014), the distribution of the Scallorn point that spread far to the east is indicative that the Central Texas groups were tapping into a macroeconomic sphere including their contemporaries to the east. Thus, it seems appropriate to include the Austin phase in the Late Prehistoric period (Carpenter and Miller 2014). Widespread hostilities are thought to have occurred during this period, based on a number

of arrow-wound fatalities (Prewitt 1981:83), possibly the result of competition for favored trading partners to the east.

Three sites were excavated at Hoxie Bridge (41WM130, 41WM284, and 41WM294) as part of investigations at the Granger Reservoir (Bond 1978). Of these, 41WM130 was found to contain discrete evidence of occupations from the Late Archaic through the Toyah phase of the Late Prehistoric. Numerous stone-lined hearth features were uncovered at the site. The author concluded that the proximity of the site to a gravel deposit along the San Gabriel River was directly related to the location and reuse of the site as a habitation area. The Austin phase component at the site could be separated horizontally but not vertically from the succeeding Toyah phase component. Subsistence evidence demonstrated a reliance on plants and animal species that for the most part is still found in the area. Hearth design was found to be stable for the Late Archaic and Late Prehistoric occupations. Bond (1978:287) suggests that future work at similar sites should concentrate on individual behavioral patterns, particularly those that may have left manifestations of group size and social organization.

Austin phase occupations were extensive at the Loeve-Fox site, also located in the lands flooded to form Granger Reservoir (Prewitt 1982). The Austin phase components evidenced frequent occupations over a roughly 400-year period. Numerous stone-lined hearths occurred at the site, and the ratio of scraping and cutting tools to projectile points suggested an emphasis on gathering, though hunting was still a significant part of the subsistence strategy. A disproportionate ratio of flakes to cores suggested that initial stone tool reduction was conducted off-site. Marine shell artifacts found in the Austin phase component suggested direct or indirect contact with the Gulf Coast. The component included a cemetery containing 27 noncremated individuals and 10 cremations. Evidence of human aggression found in the skeletal remains is thought to be indicative of internecine warfare among contemporaneous groups (Prewitt 1982).

The Late Prehistoric component at the Siren site (41WM1126) is attributed to the Austin phase with Edwards and Scallorn points and indicated a resurgence of the use of burned rock features (Carpenter 2014a; Carpenter 2014b). The features encountered consisted of three formal slab-lined features, two basin-shaped features, and two flat-lined features (Miller and Hanselka 2014). The reemergence of the burned rock features suggests a more intensive occupation, and possibly repetitive occupation of the site. In addition, expedient tools and bifaces were more common. Although bison are absent during this period, the faunal assemblage indicates that lower-ranked species dropped out of the diet, likely indicating the efficiency of the bow and arrow technology in obtaining other larger game such as deer (Carpenter 2014b).

Toyah Phase (700 BP–400 BP)

The Toyah phase (ca. 700-400 BP) is the late subperiod of the Late Prehistoric. The archaeological manifestation of Toyah includes a number of traits that make it easy to distinguish from the earlier Austin phase, including ceramics (both locally made and imported), Perdiz arrow points, end scrapers, large thin bifaces, beveled knives, and prismatic blades (Collins 2004). The people who made and used these were fond of pursuing bison, though they also hunted deer, antelope, and other animals. The Perdiz arrow point used to bring down these animals was hafted into a narrow shaft without the benefit of a barbed stem for lashing. Burned rock middens do not seem to have been used during Toyah times; instead, large hearths were used for cooking meat and plants in crude ceramic vessels, surrounded by butchering stations perhaps used by multiple families (Johnson 1994). The occurrence of these traits across a wide area at about the same time constitutes what Black (1986) referred to as the Toyah archaeological "horizon." There is current debate among researchers as to whether this archaeological horizon reflects the geographic spread of people from a "Classic Toyah Culture" area (Johnson 1994), or whether it represents the spread of ideas that were picked up by different peoples (Ricklis and Collins 1994). Resolving this argument is unlikely. Linguistic evidence, which might have solved it, is missing, as by the time historic Indian groups were recorded, they

REDACTED FIGURE 5

Figure 5. Archaeological Sites Within 1 Kilometer of the Mankins Branch Site (41WM1398) (Texas Historical Commission 2021)

had undergone significant displacement and cultural change (Collins 2004). Johnson (1994:277–278) notes that the linguistic evidence from historic groups argues against the inference that a Classic Toyah culture was possessed by a single linguistic group. Rather, he sees the Classic Toyah culture as being borne by a very small number of large-scale linguistic groups, and that non-Classic Toyah culture, which occupied the surrounding areas, adopted components of the Toyah toolkit. Some question also exists regarding climatological conditions during the Toyah phase. Bog pollen data from east central Texas indicate a return to mesic conditions. At odds with this is the evidence from Halls Cave in the western Edwards Plateau where the ratio of least shrew to desert shrew (genera *Cryptotis* and *Notiosores*) points to drying conditions. Most researchers tend to support the xeric model (Collins 2005; Johnson 1995), but this would seem to conflict with the return of bison to the area, as in all other periods this animal spread as the climate became less dry. Perhaps the dry period was of relatively short duration, and the bison simply stayed in the area. Or perhaps because of the diversity of environments and the overlapping environmental gradients within Central Texas, any changes in precipitation (even if uniform) would result in changes in species proportions that would occur differentially across the landscape (Ellis et al. 1995:419).

In Williamson County, excavations at the Hoxie Bridge site (41WM130) uncovered Toyah materials including sandy paste and Leon Plain ceramics. As previously noted, these materials could be separated horizontally but not vertically from Austin phase materials (Bond 1978). At the Loeve-Fox site (41WM235), Toyah artifacts included Perdiz, Cliffton, and Young arrow points found in association with bison bones and large flat stone hearths. The bison remains are enigmatic in that while arrow points were found with the skeleton, no evidence was found that the animal had been butchered (Prewitt 1982). At Rowe Valley (41WM432), evidence of a large village, or rancheria, was found. Discrete activity areas, a midden, and hearth features were accompanied by artifacts including Leon Plain and Patton Engraved ceramics, and Perdiz, Cuney, Lott, and Guerrero arrow points, suggestive of a large amalgamation of native peoples. The overall circular pattern of the site is typical of Plains Indian villages recorded during historic times (Prewitt 2006).

Archaeological Sites Background Research

A search of the THC's *Texas Archeological Sites Atlas* revealed only one known archaeological site located within one km of the Mankins Branch site (41WM1398) (THC 2021). Located 682.78 m north of the APE along the San Gabriel River, site 41WM1101 is a multi-occupational site ranging from an unknown prehistoric time to the historic. The site area includes the Mankins Family Cemetery (**Figure 5**). The site was recorded in 2003 by non-professionals who stated, "There are tombstones with death dates of 1855, 1892, 1895, and 1948. Nearby historical markers include 1828, 1841, 1849 events." The investigators reported one intact prehistoric fire hearth and artifacts, but apparently kept the artifacts they recovered and did not list the type. They further stated that the site was in danger of destruction due to future road expansion and anticipated home construction.

A search of the *Texas Archaeological Sites Atlas* and the *Texas Historical Sites Atlas* did not reveal any Texas State Historical Markers within the 41WM1101 archaeological site boundary. However, located near 41WM1101 on SH 29, is historical marker #9049 commemorating the Double File Trail. The marker states:

> "Laid out about 1828 by Delaware Indians, 'The Double File Trail' got its name because two horsemen could ride it side by side. The Delawares carved this trace migrating ahead of expanding white settlements. They moved from what they called 'the Redlands' in East Texas to Mexico near present Nuevo Laredo. Of the 200 to 250 families reported in East Texas in the 1820s, only about 150 remained after the move. Early sites in Williamson County were settled where this trail crossed waterways. Texas Rangers and the Santa Fe Expedition also traveled the track. (1978)." (THC 2021).

Research Questions

The Mankins Branch site (41WM1398) was considered a very good candidate for mitigation (data recovery) excavations after completion of the Testing Phase of investigations even though the upper horizon and its feature(s) were disturbed, because the two lower cultural horizons contained deeply buried, intact strata and *in sitú* burned rock features. Additionally, there is a chance of more deeply buried and even earlier intact cultural horizons. Because of these stratified occupational horizons and features, the site may be able to address how prehistoric hunters and gatherers utilized the riparian zone along the Mankins Branch stream and the San Gabriel River watershed throughout a large period of Central Texas prehistory. During testing excavations, researchers were not able to go deeper than Features 4 and C due to the reach of the backhoe, and because the exposed features needed to remain in place until their delineation could be completed. The Data Recovery excavations will explore deeper soil strata for additional cultural horizons. Based on the depth of the sediments viewed from the adjacent stream cut-bank during the Testing Phase, there is a possibility of deeper and older cultural horizons than discovered thus far.

Since dating of the occupation levels, features, and horizons could not be completely resolved at the Testing Phase, it is a fundamental research question for the data recovery investigations. Data recovery investigations will delineate all the burned rock features and carefully document them before removing them to search for additional horizons and features. These investigations will seek to determine the structure and usage of the features. Investigations will go outside the deep impact area and into the adjacent shallow impact area, in order to completely delineate the features if necessary. The horizons around the buried features will be carefully hand excavated to search for living surfaces and associated artifacts. Samples will be taken from the burned rock cooking features for flotation and analysis of flora and fauna, and possibly palynology studies, to help determine the paleoenvironment of the region, if possible. Data recovery will include multiple AMS radiocarbon or other dating methods if datable materials are present, in order to clearly define the age of each occupational horizon.

Specific research questions include:

- Do any portions of Feature 1 (Burned Rock Midden Horizon 1) remain intact for archaeologists to investigate?
- If any portion of Horizon 1 is found to be undisturbed, can it be determined that Horizon 1 is one continuous horizon dating from the Archaic through the Transitional period, or is there evidence of a separate Transitional isolable horizon as seen at other similar sites in the region?
- Are there additional features in Horizon 2 besides Features A and B?
- Can living surfaces be located in Horizon 2 that are associated with Features A and B?
- What was the structure and usage of Features A and B?
- Can radiocarbon or temporal dates be obtained for Features A and B, and their occupational horizon?
- What is the size and structure of Features 4 and C?
- Can additional radiocarbon or temporal dates be obtained for Features 4 and C in Horizon 3?
- Can a usage of Features 4 and C be determined?
- Are there artifacts in Horizons 2 and 3 to date temporally?



Figure 6. Project Excavation APE at Mankins Branch Site (41WM1398)

- What lifeways of the prehistoric people of Mankins Branch can be determined by the site data and how do they compare to other riparian sites in Central Texas?
- Do deeper isolable cultural horizons exist beneath Horizon 3 (Features 4 and C)?
- Can an occupational timeline be established at the Mankins Branch site (41WM1398)?
- How does the Mankins Branch site (41WM1398) compare to other similar sites in Williamson County as described above?

Research Methodology

Prior to conducting the archaeological fieldwork, Atkins will submit this Research Design of Investigations to the THC, and after concurrence of the plan, will obtain a Texas Antiquities Permit. All archaeological fieldwork will be conducted by professional archaeologists and supervised by a RPA that meets or exceeds the *Secretary of the Interior's Standards for Principal Investigators* requirement and the THC's standards for Principal Investigators as defined in Title 13, Part II of the Texas Administrative Code, Chapter 26. All field work and mechanical excavations will be performed in a safe manner in full compliance with all applicable Occupational Safety and Health Administration (OSHA) safety regulations including those for deep trench excavations and laboratory research (29 CFR Part 1926).

As previously noted, the original "deep impact area" for the SH 29 Bypass Project was designated the area APE for excavations during the Testing Phase of the Mankins Branch site, while the rest of the planned ROW without anticipated deep impacts constituted the "shallow impact APE". Only the deep impact APE was deeply tested, while the shallow impact APE was surveyed by shovel tests during the initial project survey. It has also been noted that since the completion of the Testing Phase, the structural plans for the bridge and abutment were adjusted and the area of deep impacts was widened by the engineers; therefore, the deep impact APE for the archaeological mitigation needs to adjust accordingly from the one used during the Testing Phase. The area of the updated deep impact APE is 41.13 m x 7.13 m (141.5 ft x 23.4 ft) (**Figures 2 and 6**). Additionally, to ensure no significant archaeological deposits are removed without mitigation should deep impacts be inadvertently placed incorrectly, a "buffer" area of 2 m (6.5 ft) will extend along the east side of the deep impact APE and a 1 m (3.3 ft) buffer extended along the south and north sides of the deep impact APE. This buffer area will also be excavated during the mitigation. Thus, the updated area of deep impacts, plus the additional perimeter area as described above, will constitute the mitigation/excavation APE of 43.13 m x 9.13 m (13.15 ft x 2.78 ft) for a total area of 393.8 m² (120.03 sq. ft.) (**Figure 6)**. Note, that due to the close proximity to the edge of the terrace, no buffer is planned for the west side of the deep impact APE. However, some hand excavations may extend into the west wall in order to delineate features if they can be accomplished safely.

Before excavation begins, archaeologists will set a primary datum marked by a 1.27 cm (0.5 inch) rebar approximately 30 cm (1 ft) in length into the ground near the anticipated excavation area, for consistent measurement of the unit excavations by a Total Station that will be set over the datum daily. The total station datum location will be situated and mapped by use of a submeter GPS unit. All unit locations, starting elevations, and completion depths, as well as artifact and feature locations will be measured and digitally recorded using the total station.

Investigations will commence with relocating the previous testing excavation trenches and the careful removal of the backfill from the testing excavations by backhoe/trackhoe (backhoe) under the supervision of archaeologists. The bottom of the trenches and associated features were covered with tarps for protection at the end of the Testing Phase, so the backfill removal will terminate at the first sign of the tarps or when

the depths of backfill removal approaches the known depths of the features. Backfill sediment removal will continue by hand excavations at that point until all features and previous excavation units are exposed.

It was determined during the Testing Phase at the Mankins Branch site that the upper cultural horizon, the Burned Rock Midden Feature (Feature 1), was greatly disturbed by nonprofessional mechanical excavations by the landowner. Therefore, the machine operator, under the supervision of archaeologists, will carefully scrape the upper horizons of the deep impact APE not previously tested by archaeologists, and remove the sediments in order to expedite the ability of researchers to reach the undisturbed deeper cultural horizons. The soil from the upper midden will be set aside and used as backfill and will not be sifted through screens. The burned rock from the upper Burned Rock Midden will not be sorted, counted, or weighed. However, if archaeologists should determine that the midden sediments do not appear disturbed in an area, all scraping will stop, and archaeologists will proceed with hand excavations in the upper horizons. Additionally, the backhoe operator will bench the sides of the excavation units for safety in compliance with OSHA regulations. This area will lay outside the deep impact and excavation buffer area of the APE. Benching impacts will only extend as deep as necessary for safety. Should any cultural features be observed during the OSHA safety benching, archaeologists will stop the backhoe operator and investigate the features as described above. But if no features are observed, these sediments will not be sifted through screens or documented. It is anticipated the safety benching will not extend below the upper disturbed horizon.

Archaeologists will establish an excavation grid of 1-x-1 m units across the project excavation APE, incorporating the units created during the Testing Phase of the site as part of the mitigation study. All hand excavated soils will be sifted through 0.64 cm (0.25 inch) hardware cloth to search for artifacts. Artifacts recovered *in sitú* will be photographed in place and both horizontal and vertical locations recorded using the Total Station. Investigators will make sketches of each unit indicating the location of any *in sitú* artifacts or features before removing them, in order to investigate the horizons beneath. Excavation levels will be 10 cm (3.94 inches) in depth unless the depth is altered by the Principal Investigator. Units will be excavated as separate 1-x-1 m (3.3-x-3.3 ft) units or combined to form 1-x-2 m (3.3-x-6.6 ft) units at the direction of the Principal Investigator. Artifacts from each unit and level will be kept in separate field bags and each 10 cm (3.94 inch) unit level will be documented on a level form. Uniquely identifiable artifacts will be given a unique item number and logged into the field documents as such. Any charcoal, soil, or other samples will be logged as samples. Artifacts will be removed from the site daily and temporarily housed at the Atkins in-house laboratory in Austin, Texas. Burned rock and other features will be exposed, measured, and documented *in sitú*, then dissected as outlined in the Council of Texas Archaeologists (CTA) protocols for burned rock and other features. Burned rock will be divided by size, counted, and weighed in the field, then discarded. While *Rabdotus* shells will be noted, only whole *Rabdotus* shell will be documented, and weighed in the field, then discarded unless the Principal Investigator determines they should be kept for a specific purpose.

Cultural features identified during investigations will be excavated according to CTA and THC archaeological protocols. The tops and sides of burned rock features will be exposed, with the location and depth recorded using the Total Station, as well as the production of scaled drawings and photographs of the features. Features will be bisected to help determine their anatomy. Features will eventually be removed in their entirety in order to examine the underlying sediments. Any suspected pit features will be bisected and documented by hand sketches and photographs. Soil samples will be taken from all pit features if possible and tested as determined by the Principal Investigator.

After documentation and bisection, features will be removed, and all burned rock sorted, counted, and weighed. Hand excavations will continue beneath the feature to search for additional cultural horizons. Note: there are three currently isolable cultural horizons at the site. At a minimum, excavations will extend to all three cultural horizons, plus two excavation levels, in order to investigate them thoroughly. Currently

the deepest known features (Features 4 and C) extend to 1.74 m (5.7 ft) below the surface. The exact depth of the additional hand excavations beneath the lowest currently known horizon will be determined by the Principal Investigator but will be a minimum of two levels (20 cm [7.88 inches]). When all hand excavations are completed in the deep impact area, the backhoe will be brought back to the site and driven into the excavation area to carefully scrape the underlying sediments in order to search for even deeper buried cultural horizons. The backhoe excavations will be conducted under the careful supervision of qualified archaeologists as described previously and extend to either bedrock or to the full reach of the backhoe. Should additional cultural horizons and features be encountered, the backhoe scraping will stop, and excavations will continue with additional hand excavations. The exact total depth of anticipated excavations is unknown but expected to be approximately 3.66 m (12 ft) for a total of 1,441.3 m^3 (4,728.7 cubic ft) of soil excavated.

Artifact Collection

All diagnostic artifacts encountered will be documented *in sitú* if possible, including precise provenience measurements with the Total Station, unit sketches, and photography before removal. All collected artifacts will be transported to the Atkins in-house archeological laboratory in Austin for analysis and preparation for curation. Artifacts will be washed, catalogued, and labeled in compliance with the Center for Archaeological Studies (CAS) standards. Additionally, any *in sitú* datable materials recovered in occupational horizons or within features, such as charcoal, bone fragments, or mussel shell will be collected, and a selection sent for AMS radiocarbon dating.

Based on previous excavations, it is assumed the majority of the artifact assemblage will consist of lithic artifacts. Analysis of lithic artifacts will follow standards outlined in a modified form of the TxDOT Draft Lithic Analysis Protocol. Morphological characteristics of projectile points will be used to identify cultural affiliation when possible. The analysis will focus on the artifact taxonomy of any projectile point and tools recovered from the excavations. Metric information, such as length, width, thickness, and weight, along with raw material type will be recorded for complete projectile points and incomplete projectile point bases. At minimum, the debitage will be sorted by material type and completeness (flake vs. fragment vs. shatter) then count and weight will be recorded. Detailed artifact attribute analysis will be recorded at the direction of the Principal Investigator.

Any object mistakenly collected and determined to be of non-cultural origin will not be cataloged and will be discarded at the Atkins' Archaeological Laboratory.

Special Studies – Flotation, Macrobotanical Analysis, and Radiocarbon Dating

Archaeologists will attempt recovery of soil matrix samples from all intact cultural features located during the investigations. Various methods of analysis of the soil samples may be utilized including flotation and macrobotanical analysis, soil chemical analysis, and radiocarbon dating of organic materials from within the matrix. Additionally, any *in sitú* datable materials recovered in occupational horizons or within features, such as charcoal, bone fragments, or mussel shell will be collected, and a selection sent for AMS radiocarbon dating as directed by the Principal Investigator. The exact number and types of samples selected for dating will be based on the number of features discovered and the number of samples recovered during excavations. The number and selection of samples sent for dating will be at the discretion of the Principal Investigator; however, radiocarbon dating samples will not exceed 25 samples and other types of analysis of soil samples (light fraction, palynology, soil chemistry, etc.) will not exceed 20 samples.

Archaeologists will bisect all burned rock and pit type cultural features identified at the site in order to identify their structural composition and will collect a soil matrix sample for analysis if possible.

Macrobotanical remains will be examined and identified by a qualified paleobotanist. Analysis will be sufficient to determine if data is preserved to the extent that it can address important questions as to the lifeways of the aboriginal inhabitants of the site. Following this analysis, samples of burned wood, nutshell, or other dense organic remains may be submitted for radiocarbon dating.

Reporting

Following completion of the field work investigations, Atkins will prepare a Draft Report, including a discussion of the field investigations and laboratory analysis, and send it to Williamson County for review and comment. Following Williamson County's review of the Draft Report, Atkins will address comments and resubmit the Draft Report to Williamson County for final approval. Atkins will then submit a copy of the Draft Report to the THC for their review and comment through the THC's eTrac system. After review, the Final Report will be revised to address all THC comments. The Final Report will meet the report format standards of 13 TAC 26.24, including satisfaction of the THC and CTA's excavation reporting guidelines.

Atkins will provide one unbound copy and tagged PDF file of the Final Report (including a no-site location map version), and a GIS shapefile of the project area to the THC. Copies of the report will also be furnished to Williamson County and to various repositories across the state, in accordance with THC permit requirements. Atkins will also provide electronic versions of the report to the THC as directed at the time of submittal.

Curation

Upon completion of the archaeological fieldwork, all paperwork and collected artifacts will be transported to the Atkins in-house laboratory in Austin, Texas for analysis. Recovered diagnostic artifacts, subsistence remains, photographs, and field paperwork will be curated at the CAS in San Marcos, Texas in accordance with THC, CTA, and CAS requirements.

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Commissioners Court - Regular Session **39.**

Meeting Date: 08/03/2021

Ronald Reagan Ext Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigations on the Ronald Reagan Extension Project, a Road Bond Project in Commissioner Pct. 3 and Pct. 4. P#: P238

Background

The permit requests the approval of intensive pedestrian survey, with surface and subsurface investigations as necessary based on field conditions. 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; however, the redacted information will be included in the application to the THC.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ReaganExt-THC-AntiquitiesPermitApp

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 10:43 AM
Form Started By: Marie Walters		Started On: 07/29/2021 09:40 AM
Final Approval Date: 07/29/2021		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Intensive Archeological Survey for Proposed Ronald Reagan Extension Project, Williamson County, Texas
County (ies) Williamson County
USGS Quadrangle Name and Number Cobbs Cavern (3097-342), Georgetown (3097-313), Jarrell (3097-341), Weir (3097-314), Bartlett (3097-432), Granger (3097-423)
UTM Coordinates (approximate) Zone 14 E 631018-649486 N 3405239-3403409
Location North-central Williamson County, between IH 35 and SH 95 near Bartlett, Williamson County, Texas
Federal Involvement ☐ Yes ☒ No
Name of Federal Agency
Agency Representatives

II. OWNER (OR CONTROLLING AGENCY)

Controlling Agency Williamson County
Representative Bill Gravell, Jr., County Judge
Address 710 South Main Street, Suite 101
City/State/Zip Georgetown, Texas, 78626
Telephone (include area code) 512-943-1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name John E. Dockall, PhD, RPA
Affiliation Cox|McLain Environmental Consulting, Inc.
Address 2401 Donley Drive., Ste. 400
City/State/Zip Austin, Texas 78757
Telephone (include area code) (512) 217-4790 Email Address JohnD@coxmclain.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork August 9, 2021
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) survey with shovel testing and backhoe trenching (see attached research design)

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Cox|McLain Environmental Consulting, Inc.
Permanent Curatorial Facility Center for Archeological Studies (CAS) at Texas State University

IV. OWNER'S CERTIFICATION

I, Bill Gravell, Jr., as legal representative of the 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, Co-owner, and Principal Investigator are responsible for completing the terms of this permit.

Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I,_____, as legal representative of the Sponsor, _____, 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_____

VI. INVESTIGATOR'S CERTIFICATION

I, John Dockall, as Principal Investigator employed by Cox|McLain Environmental Consulting, Inc. (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 John Dockall Date May 6, 2021

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vitae must be on file with the Division of Antiquities Protection.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512/463-6096
www.thc.state.tx.us

TEXAS HISTORICAL COMMISSION
The State Agency for Historic Preservation

ARCHEOLOGICAL INTENSIVE SURVEY SCOPE

Ronald Reagan Extension Project, Williamson County, Texas

Project Description

The purpose of the investigation described in this document is to identify cultural resources within the construction footprint of proposed transportation improvements. Williamson County proposes the expansion of Ronald Reagan Boulevard between Interstate Highway (IH) 35 and State Highway (SH) 95. The proposed project is located within Williamson County, with the western terminus located near IH 35 just south of Jarrell, Texas. From IH 35 the proposed project crosses undeveloped land before paralleling Farm to Market (FM) 1105 for 1.16 miles (1.86 kilometers), veering south again until it parallels FM 972 for 2.65 miles (4.27 kilometers) before intersecting with SH 95. The entirety of the road expansion is approximately 12 miles (19.31 km) long (**Figure 1**).

The purpose of the proposed project is to increase transportation mobility and safety within northeastern Williamson County to accommodate the area's projected population and economic growth. The proposed facility would satisfy current roadway design standards, thereby improving vehicular safety while facilitating economic development within the region. The expansion will primarily cross through predominantly undeveloped or agricultural land. Between IH 35 and SH 95, existing county roads exist, but there is no east-west through facility. State Farm-to-Market roads exist within the proposed facility that may also be partially utilized for the Reagan Extension. The proposed right-of-way dimensions are unknown, but improvements will likely take place where the proposed facility intersects the following roadways: County Roads (CR) 145, 311, 355, 382, 388, FM 972, FM 1105, Sta (SH) 95, Rae Lane, and Rundberg Drive. The project corridor also intersects the Union Pacific Railroad (UPRR) paralleling SH 95.

The proposed final project would include two-lane mainlanes in each direction and three-lane frontage roads in each direction. The anticipated right-of-way width is 350 feet but could be less at locations where constraints exist to minimize impacts to the natural, cultural, and human environment and more at interchanges with other facilities. This accounts for an ultimate freeway or expressway section that includes two 12-foot mainlanes in each direction with shoulders, three 12-foot frontage roads, and entrance and exit ramps for access. As needed, additional right-of-way will be required to account for detention and drainage facilities, mitigating floodplain impacts, and at intersections with other arterial or access-controlled corridors to accommodate the ultimate buildout footprint. A grade separation is also proposed at SH 95 and the UPRR crossing.

The archeological area of potential effects (APE) is defined as the entire area of the maximal footprint for the project as designed, which covers approximately 532.12 acres. This project would largely be constructed on new right-of-way but also includes some areas of existing roadway right-of-way although the proportions are not known at this time. The typical depth of impacts from this project is unknown at this time, but deep impacts may extend beyond 1 meter (3.28 feet) below ground surface at the proposed stream crossings at Long Branch, Willis Creek, and Opossum Creek.

The project is owned by Williamson County, a political subdivision of the State of Texas, rendering the project subject to the Antiquities Code of Texas. At present, Williamson County is the sole source of project funding. No federal funding or permitting has been identified for the project at this time; however, it is possible that federal funding could be identified at a later date, as the project could become subject to oversight by the Texas Department of Transportation (TxDOT), or the project may require United States Army Corps of Engineers permits related to Jurisdictional Waters of the U.S. Either of these circumstances would render the project subject to Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA).

Background Information

The APE ranges in elevation from 177 to 292 meters (581 to 961 feet) above mean sea level along the 12-mile proposed alignment in northeast Williamson County, Texas (**Figure 2**). The area is primarily surrounded by undeveloped or agricultural lands, but some areas of the APE are located near residential or infrastructure development. The APE crosses over two mapped drainages: Opossum Creek near the western edge of the proposed road extension and Willis Creek toward the center of the project area where the APE parallels FM 1105.

Geologically the APE is underlain (west to east) by: Cretaceous-age Austin Chalk and Cretaceous-age Navarro and Taylor Groups (U.S. Geological Survey [USGS] 2021). Austin Chalk consists of interbeds and partings of calcareous clay, thin-bedded marl with interbeds of massive chalk, hard lime mudstone and soft chalk. Navarro and Taylor Groups, undivided consists of mostly silty calcareous clay with sandstone beds and concretionary masses, underlain by fine-grained quartz sand with concretions in discontinuous beds and marine megafossils. High gravel deposits are commonly composed of an upper silty clay unit, which is good for crop production and a lower coarse unit that yields some water; these deposits often contain caliche-cemented cobbles of chert as large as 5 inches in size, pebbles of variegated quartzite, limestone, chert, and quartz (USGS 2021).

The project area is located within the Texas Blackland Prairies and the Northern Blackland Prairies Ecoregion (Griffith et al. 2004). The Texas Blackland Prairie is distinguished from surrounding regions by the dominance of fine-textured clayey soils and prairie adapted vegetation. A predominance of vertisols, alfisols, and mollisols in the region is associated with soil formation processes within Cretaceous-age shales, chalks, and marls. Vegetation is dominated by grasses such as little bluestem, big bluestem, yellow Indiangrass and switchgrass. Typical game species include mourning dove and bobwhite in uplands and eastern fox squirrel along stream bottomlands. Deer are present throughout. The Northern Blackland Prairie ecoregion coincides with the subsurface distribution of Upper Cretaceous limestones, chalks, marls, and shales and the ecoregion boundaries are defined by this close overlay of soil types, vegetation, and geology. The Northern Blackland Prairie was distinctive for its broad regional expanse of tallgrass prairie habitat and abundant clayey soils. Vertisols develop atop Cretaceous deposits and are characterized by a high potential for shrink/swell and deep vertical cracks; alfisols develop atop bedrock that is higher in sand and lower in calcium carbonates; mollisols occur above bedrock associated with the Austin Group where bedrock is just below the surface yielding shallow soils with limited root depth (University of Idaho 2021).

According to Natural Resources Conservation Service (NRCS) data, there are 18 soil types from 14 soil series mapped within the APE (Soil Survey Staff 2021). These soil series include:

- Altoga silty clay loam on 5 to 8 percent slopes, moderately eroded
- Austin silty clay loam on 0 to 1 percent slopes
- Austin silty clay on 1 to 3 percent slopes
- Austin-Whitewright complex on 2 to 6 percent slopes, eroded
- Branyon clay on 1 to 3 percent slopes
- Castephen silty clay on 1 to 3 percent slopes
- Castephen silty clay on 3 to 5 percent slopes
- Eddy very gravelly clay loam on 0 to 3 percent slopes
- Ferris-Heiden complex on 5 to 15 percent slopes, moderately eroded
- Heiden clay on 1 to 3 percent slopes
- Heiden clay on 2 to 5 percent slopes, moderately eroded
- Houston Black clay on 0 to 1 percent slopes
- Houston Black clay on 1 to 3 percent slopes

- Krum silty clay on 1 to 3 percent slopes
- Lewisville-Altoga complex on 2 to 5 percent slopes
- Lewisville-Krum complex on 1 to 3 percent slopes
- Lott silty clay on 1 to 5 percent slopes
- Tinn clay on 0-1 percent slopes, frequently flooded

More than 77.4 percent of the APE contains soils from one of the following series, each of which cover between 4.8 percent and 34.5 percent 12 percent of the APE: Austin silty clay on 1 to 3 percent slopes, Castephen silty clay on 1 to 3 percent slopes, Ferris-Heiden complex on 5 to 15 percent slopes (moderately eroded), Heiden clay on 1 to 3 percent slopes, Houston Black clay on 1 to 3 percent slopes, or Whitewright silty clay loam on 1 to 5 percent slopes. Austin silty clay developed from calcareous clayey residuum weathered from chalk. Castephen silty clay forms from calcareous loamy residuum weathered from chalk. Ferris-Heiden complex soils form from clayey residuum weathered from mudstone. Heiden clay developed from clayey residuum weathered from mudstone. Houston Black clay formed from clayey residuum weathered from Upper Cretaceous mudstones. Whitewright silty clay loam developed from residuum weathered from the Austin Chalk. Each of these soil series are often found on interfluve ridges and summit settings. Ferris-Heiden complex soils occur on ridges and backslopes with linear gilgai features (Ferris component) and interfluve ridges with some linear gilgai (Heiden component) (Soil Survey Staff 2021; Texas Parks and Wildlife Department [TPWD] 2021). Each of these major soil series vary from moderately well-drained to well-drained.

A review of the Austin Hybrid Potential Archeological Liability Mapping (HPALM) dataset reveals that 98.82 percent of the APE (525.83 acres) falls within Map Units 1, 4, and 5 (Abbott and Pletka 2016, see **Table 1** and **Figures 3a-r**). These map units are considered to have low potential to moderate shallow and moderate potential for archeological resources. A total of 105.79 acres of the project APE has some moderate to high shallow to deep potential for archeological deposits. Much of the APE is almost entirely located within existing rural settings dominated by active farmland situated between the IH 35 corridor and SH 95 midway between Bartlett and Granger, Texas.

Table 1: HPALM Map Units (values) by Acreage

Map Unit	Description of Potential	Acreage	Percentage
0	Negligible Potential	0.76	0.15
1	Low Potential	425.57	79.98
2	Low Shallow Potential, Moderate Deep Potential	1.19	0.22
4	Moderate Shallow Potential, Low Deep Potential	30.16	5.67
5	Moderate Potential	73.71	13.85
7	Moderate Shallow Potential, High Deep Potential	0.55	0.10
9	High Potential	0.18	0.03

A search of the Texas Archeological Sites Atlas (Atlas) maintained by the THC and the Texas Archeological Research Laboratory (TARL) was conducted in order to identify archeological sites, Official Texas Historical Markers (OTHMs), properties or districts listed on the National Register of Historic Places (NRHP), State

Antiquities Landmarks (SALs), cemeteries, and previous archeological investigations undertaken within one kilometer (0.6 miles) of the APE (**Figures 2a-e**).

According to Atlas survey coverage data, much of the APE has not been previously surveyed. Several surveys are located adjacent to or intersect with the APE, including:

- A linear survey paralleling the western side of IH 35. No other information listed.
- 2015 linear survey conducted by Antiquities Planning and Consulting for Williamson County/Lone Star Water Authority: and
- 2009 linear survey conducted by PBS&J (now Atkins Global) for Oncor Electric Delivery Company (THC 2021).

One archeological resource is mapped close to the APE. This is site 41WM1232, an historic surface artifact scatter, which is located approximately 200 meters (656 feet) north of the APE (see **Figure 2c**). One cemetery is also located within the 1-kilometer buffer; the Holy Trinity Cemetery located in the Theon community approximately 800 meters (2,624 feet) south of the APE (see **Figure 2b**). Neither of these resources will be impacted by the current project Four previously recorded sites and two cemeteries are mapped beyond but adjacent to the 1-kilometer buffer surrounding the APE (Tipton 2021) (**Table 2**).

Table 2: Resources within or near the 1-Kilometer Buffer Area Surrounding the APE

Resource Designation	Trinomial and/or Name	Description/Additional Information	Eligibility Determination	Within APE/1-Km Buffer
Cemetery	WM-C132, Holy Trinity Cemetery	In Theon Community, vicinity of Holy Trinity Catholic Church on FM 1105	Undetermined	Yes
Cemetery	WM-C133, Knauth Family Cemetery	Vicinity of Knauth Farm. At least two children graves	Undetermined	Buffer
Cemetery	WM-C219, Ake Family Cemetery	Vicinity of the City of Walburg. Ake Family Cemetery	Undetermined	Buffer
Archeological site (Prehistoric Campsite)	41WM937	Lithic Scatter	Not Eligible	No
19th-20th Century stream crossing	41WM1344	Documented with Windshield Survey Only	Not Eligible	No
Early 20th Century Farmhouse	41WM1345	Deposits related to historical structure	Undetermined	No
Historic Structure	41WM1241	Light Scatter of Historic Artifacts	Undetermined	No
Historic Surface Scatter	41WM1232	Surface Scatter of Historic Artifacts	Undetermined	Yes

A review of available historic aerial photographs (years 1963, 1981, 1995, 2004, 2008, 2010, 2014, 2016) and topographic maps (years 1925, 1928, 1945, 1951, 1966, 1967, 1974, 1982, 1986, 1987, 1995, 2012, 2013, 2016) on the Nationwide Environmental Title Research (NETR) website was also undertaken to determine how the corridor has been utilized over time (NETR 2021). The earliest topographic maps reviewed from 1893 shows no significant development in the area save the presence of the Corn Hill community south and Jarrell north of the APE (USGS 2021). Although the map scale is too coarse to show small detail. The next earliest maps are from 1954. These maps again are again at a large scale and do not depict fine detail. The highway and county roads appear in the same alignments as today. More recent maps and aerial imagery show that that APE is in a largely

rural and agricultural setting (USGS 2021). The only detail worth noting is that in the 1893 map, Willis Creek was labeled as Williamson Creek. It was renamed at some point between the creation of the two maps (USGS 2021). The project area crosses Willis Creek approximately 13 kilometers (8.1 miles) west of the eastern terminus at SH 95 between Bartlett and Granger.

The earliest available historic aerial imagery (from 1963) shows the APE and surrounding area as very similar to later imagery. IH 35 and SH 95 are both present in the photographs as well as the network of county roads between. The dominant land use is rural residential and agricultural. The 1995 photos show the two relatively larger developments with the addition of structures just east of IH 35 and a small housing development south of CR 311 near the bend in FM 1105. All maps after 1995 show no major developments. The most recent image reviewed was from 2016 (NETR 2021).

Research Design

Cox|McLain Environmental Consulting, Inc. (CMEC), will conduct intensive survey of the APE per Category 7 under 13 TAC 26.15 and using the definitions in 13 TAC 26.3. Field methods and strategies will comply with the requirements of 13 TAC 26.15, as established by the Council of Texas Archeologists (CTA) and approved by the THC in April 2020.

The archeological survey would include the pedestrian survey of all areas of proposed new right-of-way, including excavation of shovel tests in areas where local conditions (soil, slope, etc.) and roadway, utility, and developmental disturbances allow. The bulk of the APE will consist of new right-of-way extending across agricultural and undeveloped lands that are not known to have been surveyed in the past. CMEC will also examine the existing right-of-way and conduct pedestrian survey with judgmental shovel testing in areas of existing right-of-way that appear to have undergone relatively little disturbance (e.g., along the margins of minor county roads).

Nearly all the APE (99.04 percent) falls within HPALM Map Units 1, 2, 4 and 5 which are considered to have low to moderate potential to contain shallow archeological sites and deep archeological deposits.

Shovel tests will be placed in areas where soils appear to be of sufficient depth to contain subsurface cultural materials, historic maps indicate high potential for historic archaeological sites, and/or previous disturbances appear to have been minimal. All shovel tests will be excavated in natural levels to subsoil or 60 centimeters (24 inches), whichever is encountered first. Excavated matrix will be screened through 0.635-centimeter (0.25-inch) hardware cloth as allowed by moisture and clay content, which may require that the removed sediment be crumbled/sorted by hand, trowel, and/or shovel point. Deposits will be described using conventional texture classifications and Munsell color designations. Radial shovel tests will be placed at 5-meter (16-foot) intervals around each shovel test containing cultural material until two negative units have been established in each cardinal direction, as allowed by project limits, observed disturbance, and other constraints. Deviations from THC and CTA standards will be explicitly justified.

Mechanical trenching may be required around the various drainage crossings in the APE and would only be conducted if field observations and/or THC coordination warrant. All mechanical trenching deemed necessary will be conducted following completion of the initial pedestrian survey and shovel testing. For any necessary trenching, CMEC will endeavor to conduct backhoe trenching where HPALM, topography, and soil data indicate deep impacts are anticipated. CMEC expects to perform such trenching (as allowed by access restrictions) within the portions of the APE nearest to Opossum Creek, Willis Creek, and any HPALM map units with high potential to contain deeply buried archeological deposits (HPALM map unit 9). The actual placement and extent of any trenches may be affected by factors such as property access, vegetation, soil moisture content, and other conditions and safety factors.

All trenches will be a minimum length of 4 meters (13 feet) and a minimum depth of 2.0 meters (6.56 feet) using a backhoe with a flat-bladed bucket 61 centimeters (24 inches) wide. Trenches will be excavated in 5-centimeter

(1.97-inch) increments; sediment will then be placed in piles to be observed and documented by professional archeologists. At least one five-gallon bucket's worth of matrix from every third excavated bucket load will be screened through 0.635-centimeter (0.25-inch) hardware cloth as allowed by moisture and clay content, which may require that the removed sediment be crumbled/sorted by hand, trowel, and/or shovel point. Trench side walls will be scraped and analyzed by professional archeologists; profiles will be photographed and described using conventional texture, consistency, and color designations. Following the completion of analysis, trenches will be backfilled and compacted.

The project has a low probability of encountering human burials; however, if burials are found, Williamson County and the THC will be notified, and all requirements of 8 THSC 711 will be followed.

The APE is located on both public land and privately-owned land anticipated for acquisition. Artifacts identified in shovel tests and surface contexts will be noted, described, photographed, and returned to their original contexts, except in the case of significant diagnostic artifacts. At this time, landowner permission is being coordinated by the engineering consultant team. If for any reason access is not available at the time of the survey, a reasonable and good-faith effort will be made to document inaccessible areas from accessible areas for the purposes of the present permit. This permit would then be closed (assuming all work products and submittals meet THC/CTA requirements) and, if necessary, an additional permit application would be submitted at a future date when any remaining land becomes accessible.

Any site recorded during the investigation will be identified by a temporary marker placed on the site. The marker will have an identifying number in the form of the initials of the CMEC employee who recorded the site, followed by a consecutively assigned number that will indicate the order in which the sites were discovered (e.g., XX-01, XX-02, etc.). This number is a temporary field number to be superseded by a formal site trinomial obtained following the completion of fieldwork (see below). Site designations will be applied only to features (whether surface or subsurface) that appear to represent occupation or activity areas and/or to clusters of artifacts (whether surface or subsurface) with the minimum threshold of two contiguous positive shovel test units.

CMEC personnel will keep a complete record of field notes with observations including (but not limited to) identified sites, cultural materials, location markers, contextual integrity, estimated time periods of occupations, vegetation, topography, hydrology, land use, soil exposures, general conditions at the time of the survey, and field techniques employed. The field notes will be supplemented by digital photographs.

Reporting and Curation

Relevant field observations for any new sites discovered or previously recorded sites revisited during these investigations will be transferred to TexSite forms and submitted to TARL for official recording and integration into the trinomial system. An analysis of recorded materials and site characteristics will be performed, and the results will be presented in a clear and concise manner. These data will be used to formulate a preliminary evaluation of the NRHP and/or SAL eligibility of each site, as well as a recommendation for further work or no further work, supported by explicit justifications (13 TAC 26.3; 13 TAC 26.10; 13 TAC 26.16). Data, sites recorded, and NRHP/SAL eligibility assessments will be presented in a standard draft survey report to be submitted to the County and THC for review and comment. Comments on the draft report will be incorporated into a final version to be submitted (with the number and format of copies to be determined based on client preferences) to the County and THC. Per 13 TAC 26.16, the final permit closure submittal will include a transmittal letter, abstract form, project area shapefile, tagged PDF files of the report in both restricted (with site locations) and public (without site locations) versions, as applicable.

Upon completion of the fieldwork and reporting, CMEC will make all materials and forms generated by this project available to future researchers through curation at the Center for Archaeological Studies (CAS) at Texas State University in San Marcos, Texas per 13 TAC 26.16 and 26.17. A curation form filed at both CAS and THC will accompany the collections.

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Figure 1: Project Location (Road Base)
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Figures 3a-r: HPALM Map

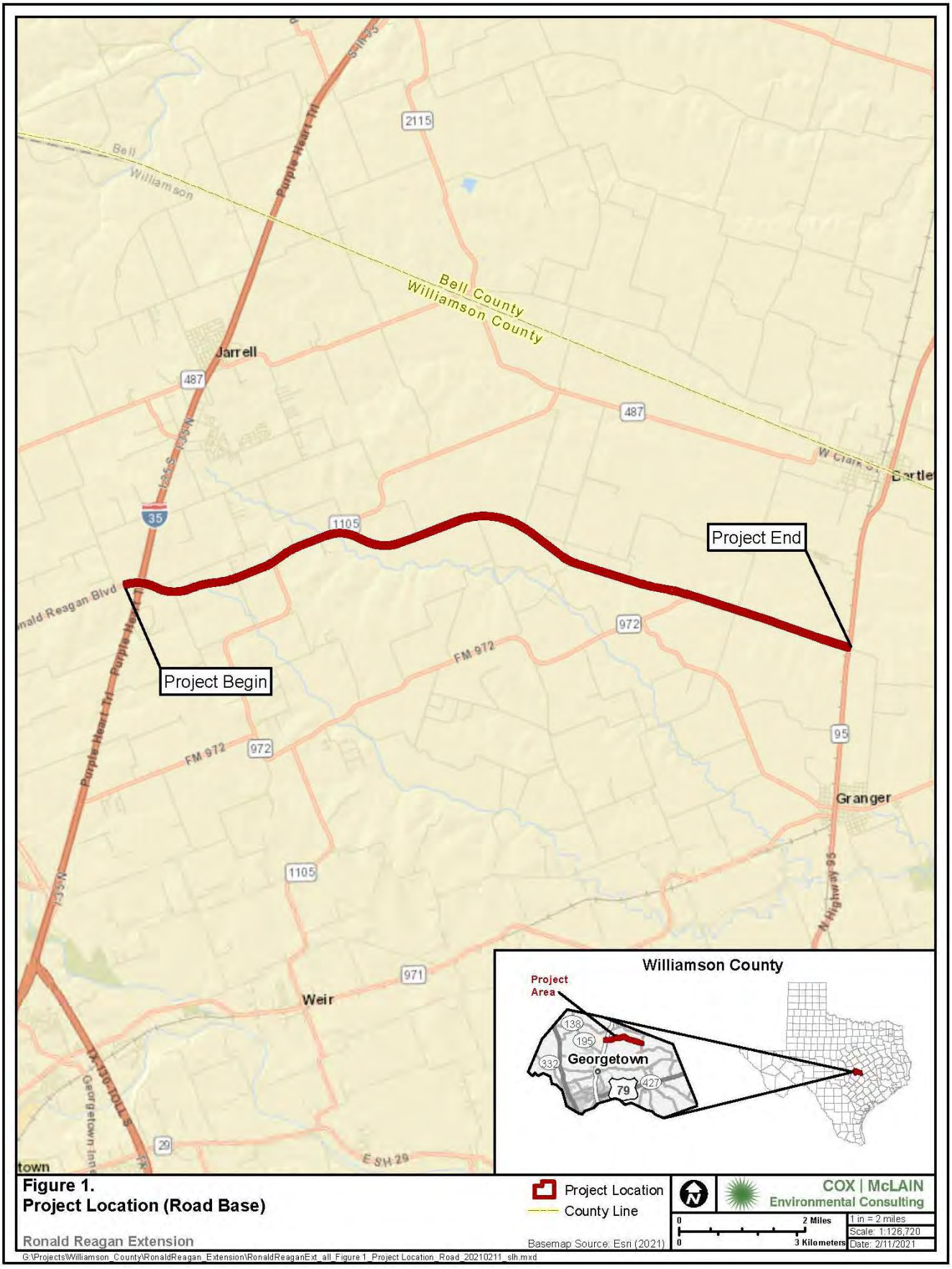


Figure 1.
Project Location (Road Base)

Ronald Reagan Extension

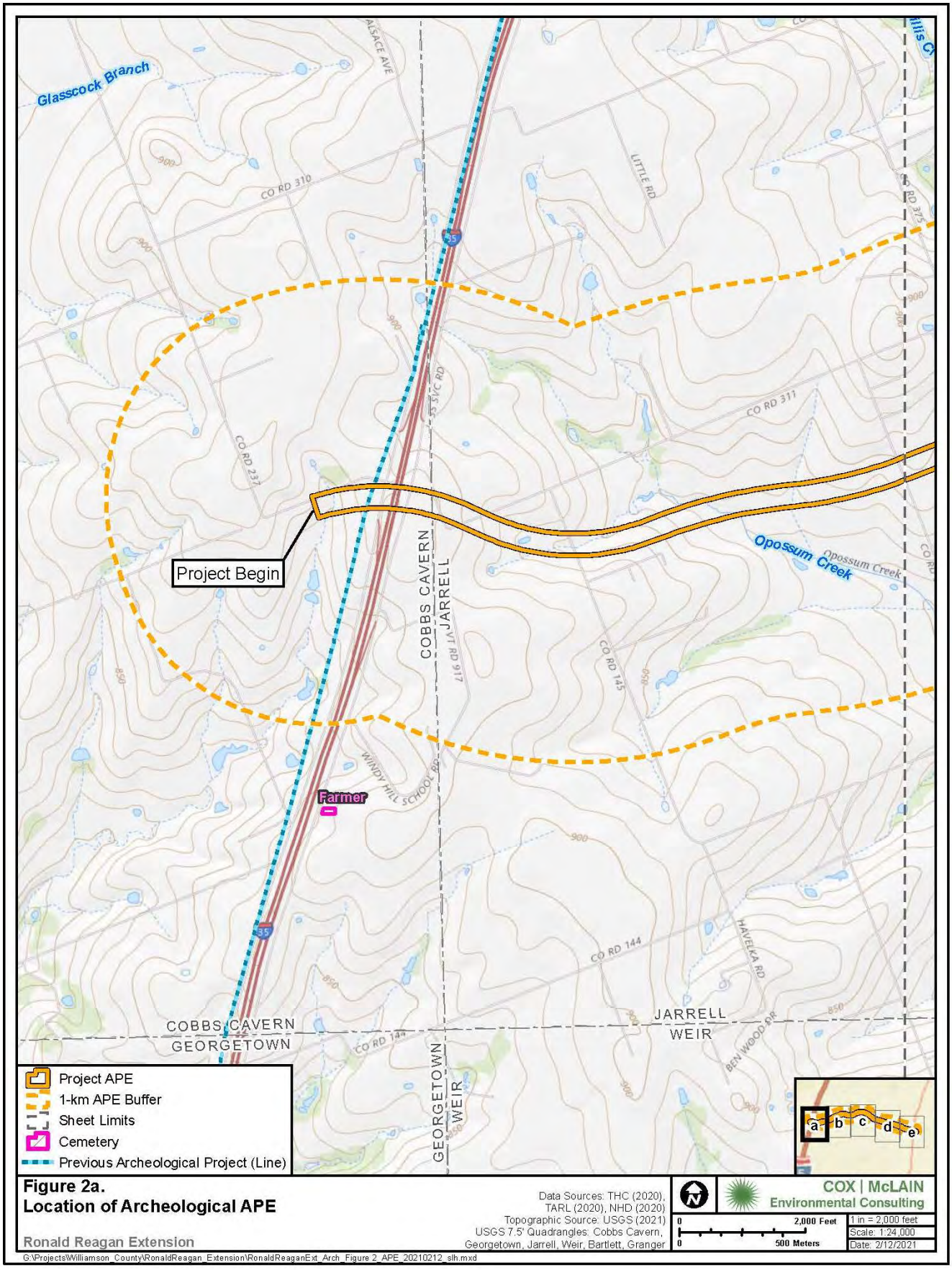


Figure 2a.
Location of Archeological APE

Ronald Reagan Extension

Data Sources: THC (2020), TARL (2020), NHD (2020)
Topographic Source: USGS (2021)
USGS 7.5' Quadrangles: Cobbs Cavern, Georgetown, Jarrell, Weir, Bartlett, Granger

COX | McLAIN Environmental Consulting

0 2,000 Feet
0 500 Meters

1 in = 2,000 feet
Scale: 1:24,000
Date: 2/12/2021

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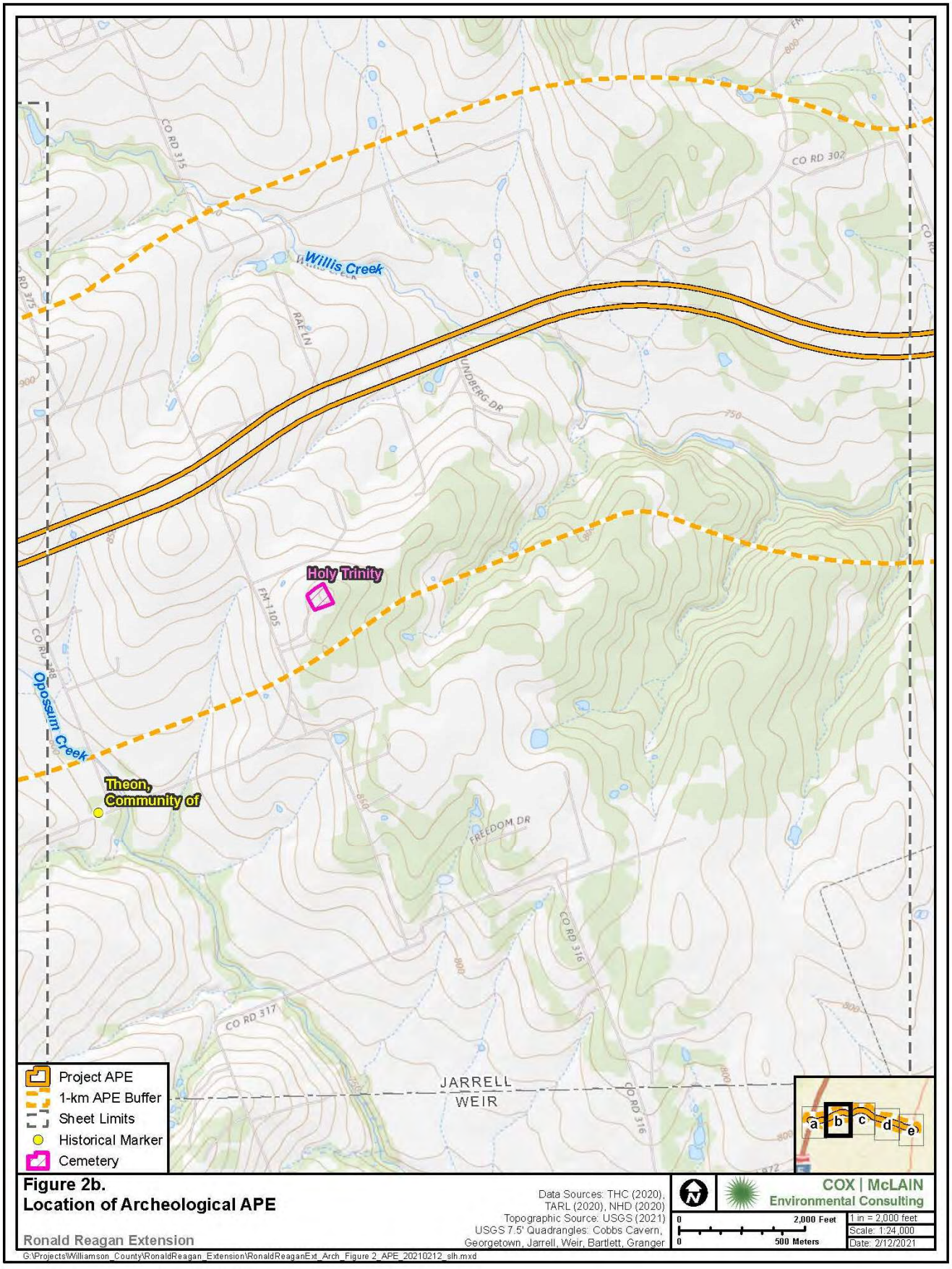

Willis Creek
Holy Trinity
Theon, Community of
Opossum Creek
CO RD 315
CO RD 302
CO RD 375
RALIN
LINDBERG DR
FM 1105
CO RD 388
FREEDOM DR
CO RD 316
CO RD 317
JARRELL
WEIR
Project APE
1-km APE Buffer
Sheet Limits
Historical Marker
Cemetery
a
b
c
d
e
Figure 2b.
Location of Archeological APE
Ronald Reagan Extension
Data Sources: THC (2020), TARL (2020), NHD (2020)
Topographic Source: USGS (2021) USGS 7.5' Quadrangles: Cobbs Cavern, Georgetown, Jarrell, Weir, Bartlett, Granger
COX | McLAIN
Environmental Consulting
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0 500 Meters
1 in = 2,000 feet
Scale: 1:24,000
Date: 2/12/2021
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FIGURE 2c REDACTED

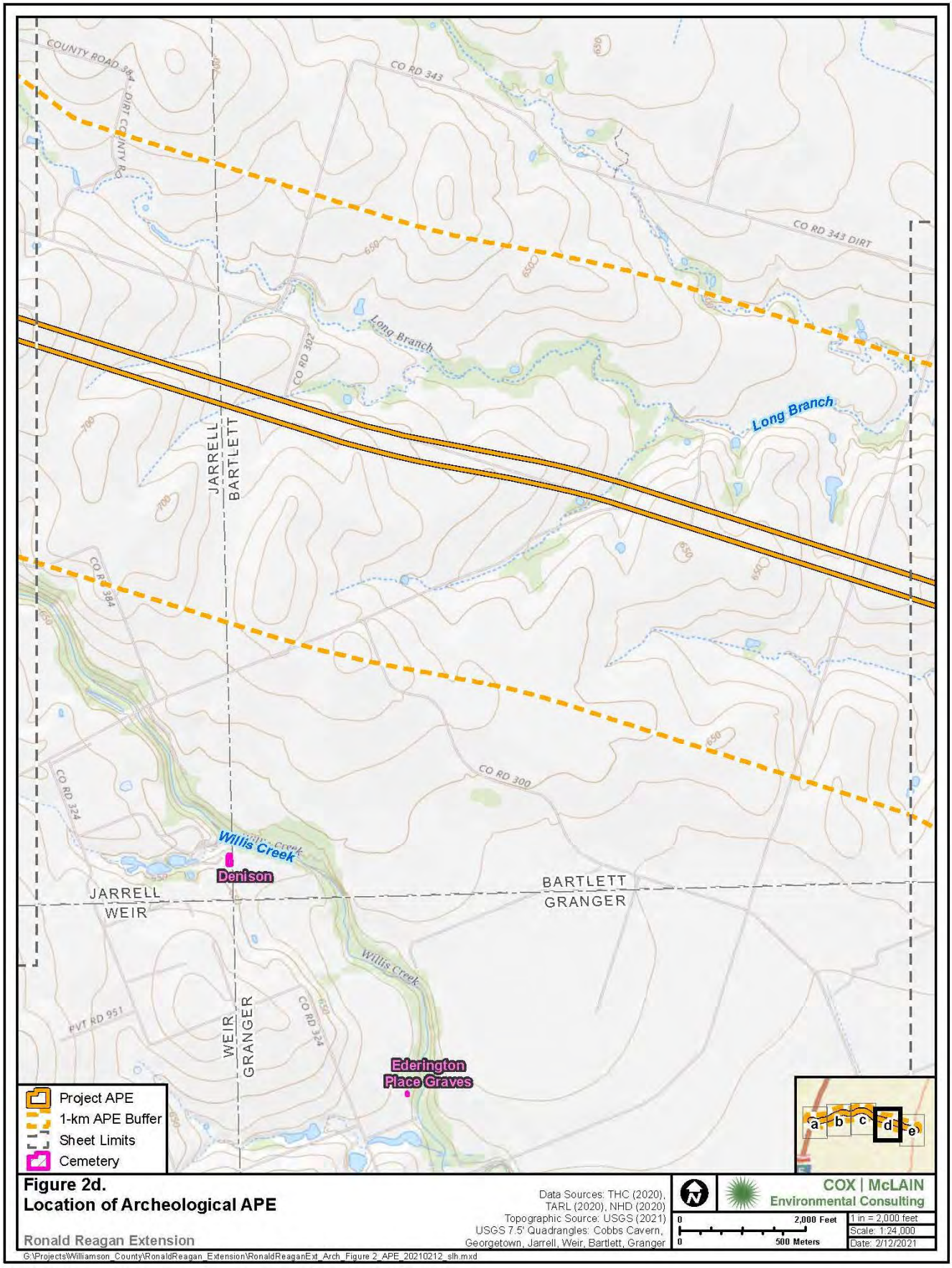
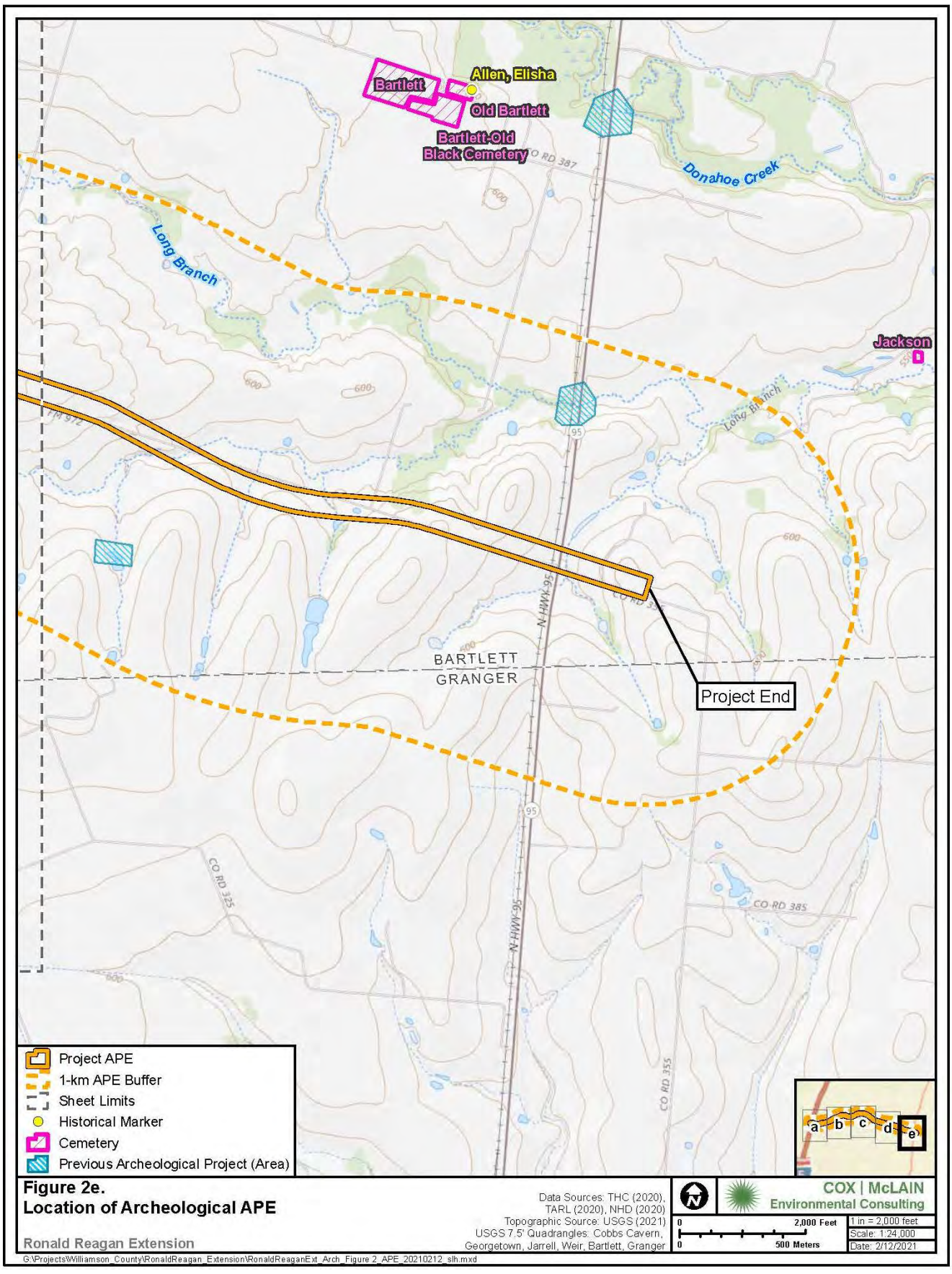


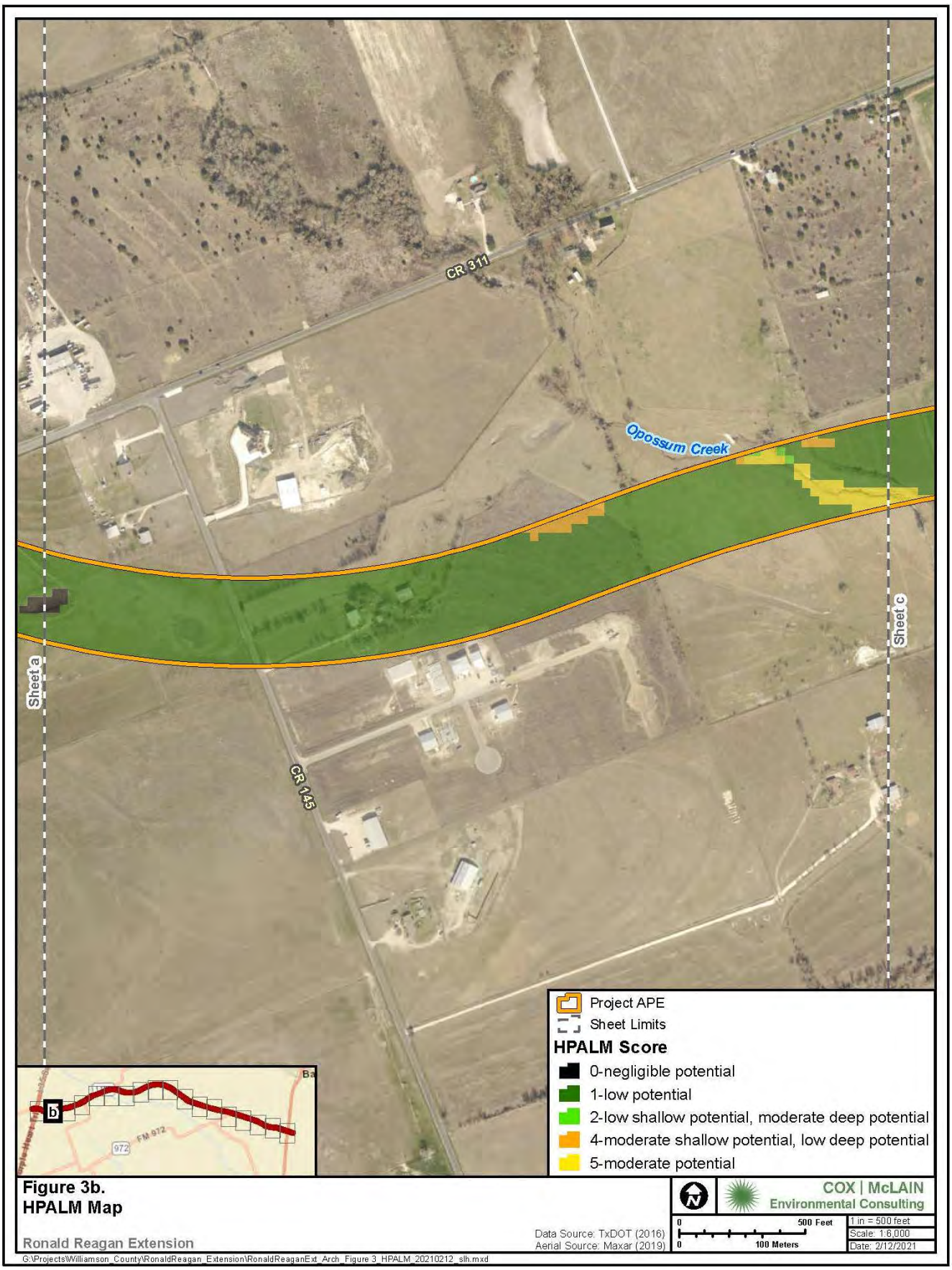
Figure 2d.
Location of Archeological APE

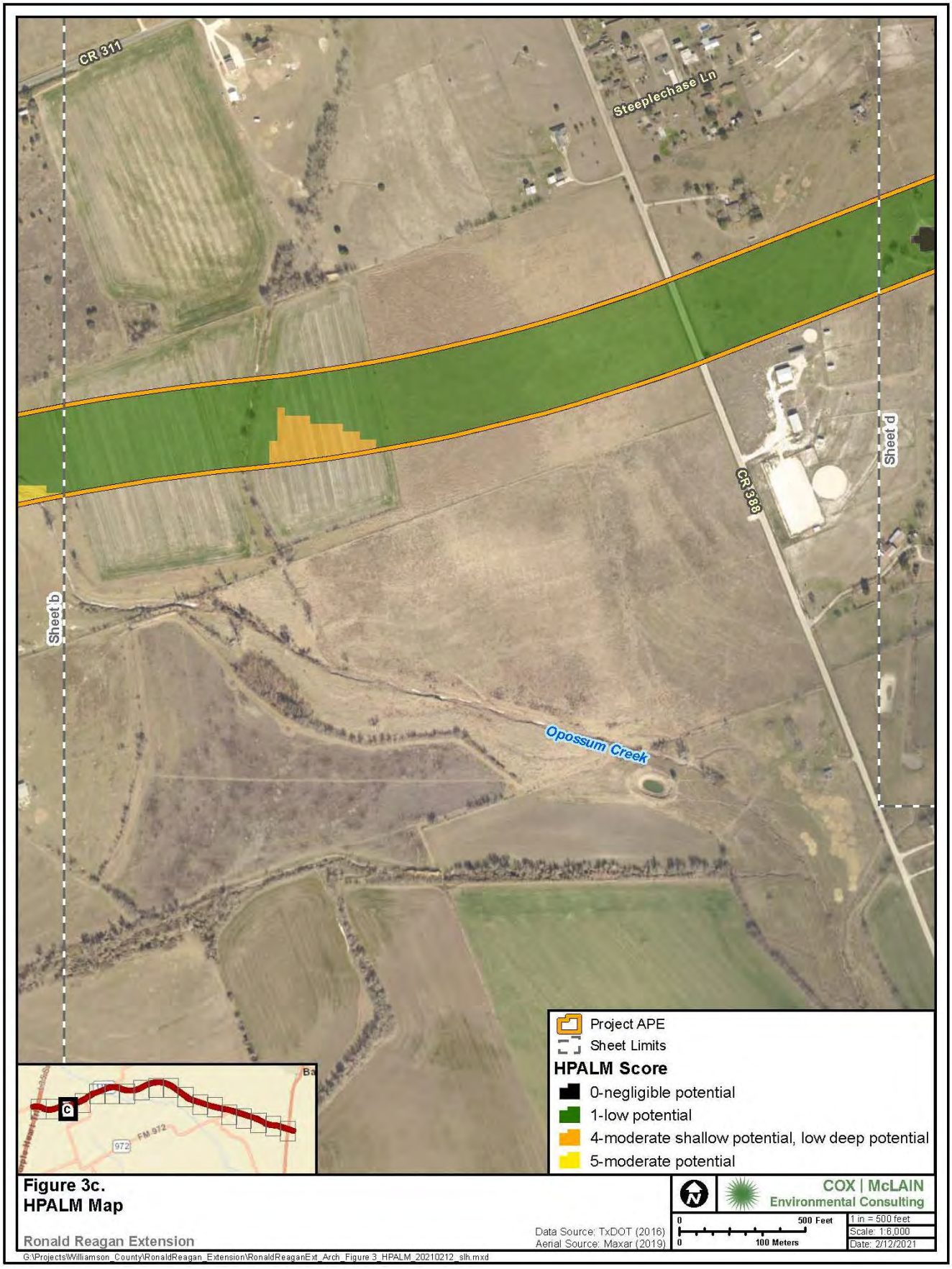
Ronald Reagan Extension

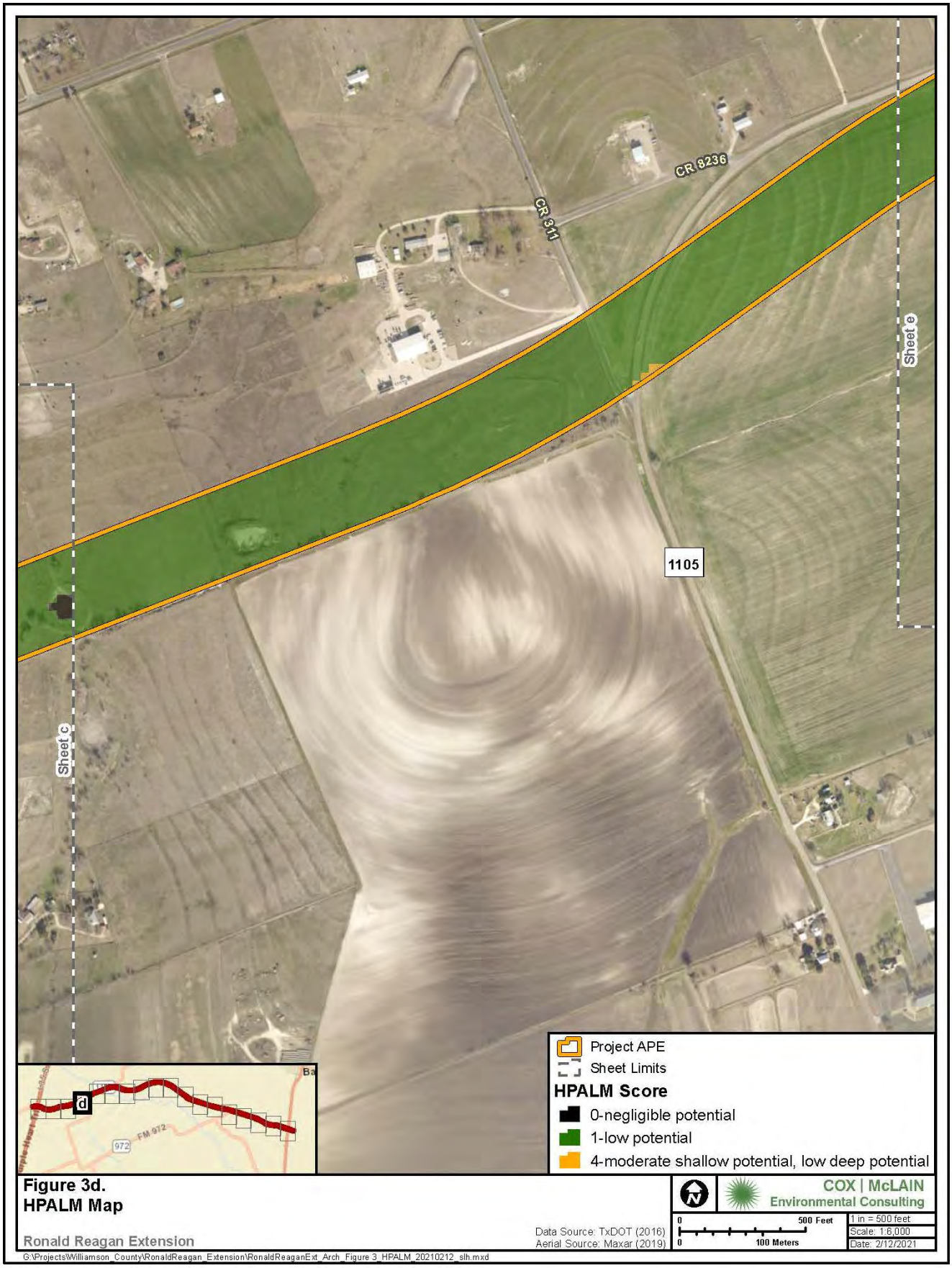
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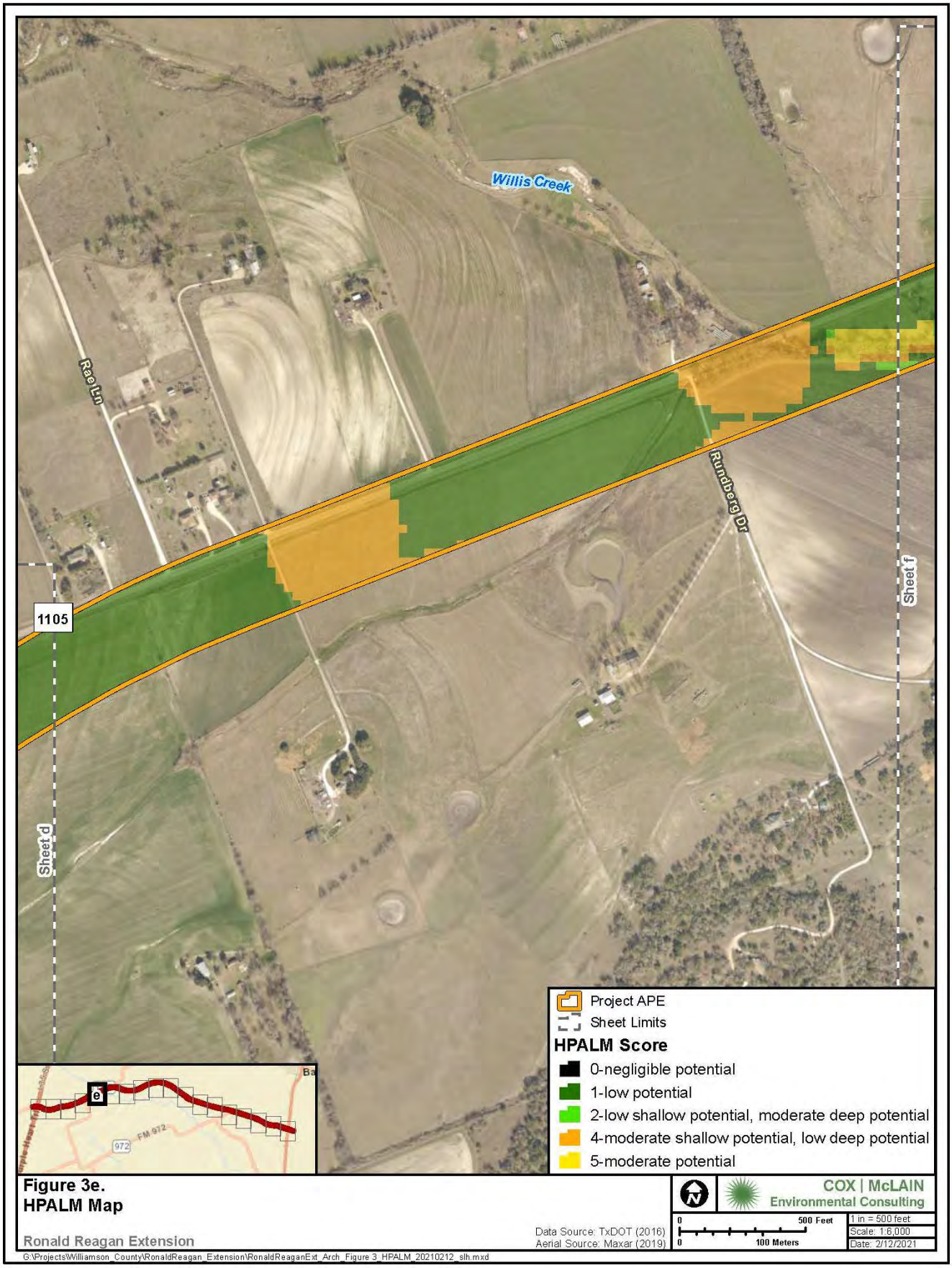

Bartlett
Allen, Elisha
Old Bartlett
Bartlett-Old Black Cemetery
CO RD 387
Donahoe Creek
Long Branch
Jackson
Long Branch
N-HWY-95
BARTLETT
GRANGER
Project End
CO RD 325
CO RD 385
CO RD 355
Project APE
1-km APE Buffer
Sheet Limits
Historical Marker
Cemetery
Previous Archeological Project (Area)
a
b
c
d
e
Figure 2e.
Location of Archeological APE
Ronald Reagan Extension
Data Sources: THC (2020), TARL (2020), NHD (2020)
Topographic Source: USGS (2021) USGS 7.5' Quadrangles: Cobbs Cavern, Georgetown, Jarrell, Weir, Bartlett, Granger
COX | McLAIN Environmental Consulting
0 2,000 Feet
0 500 Meters
1 in = 2,000 feet
Scale: 1:24,000
Date: 2/12/2021
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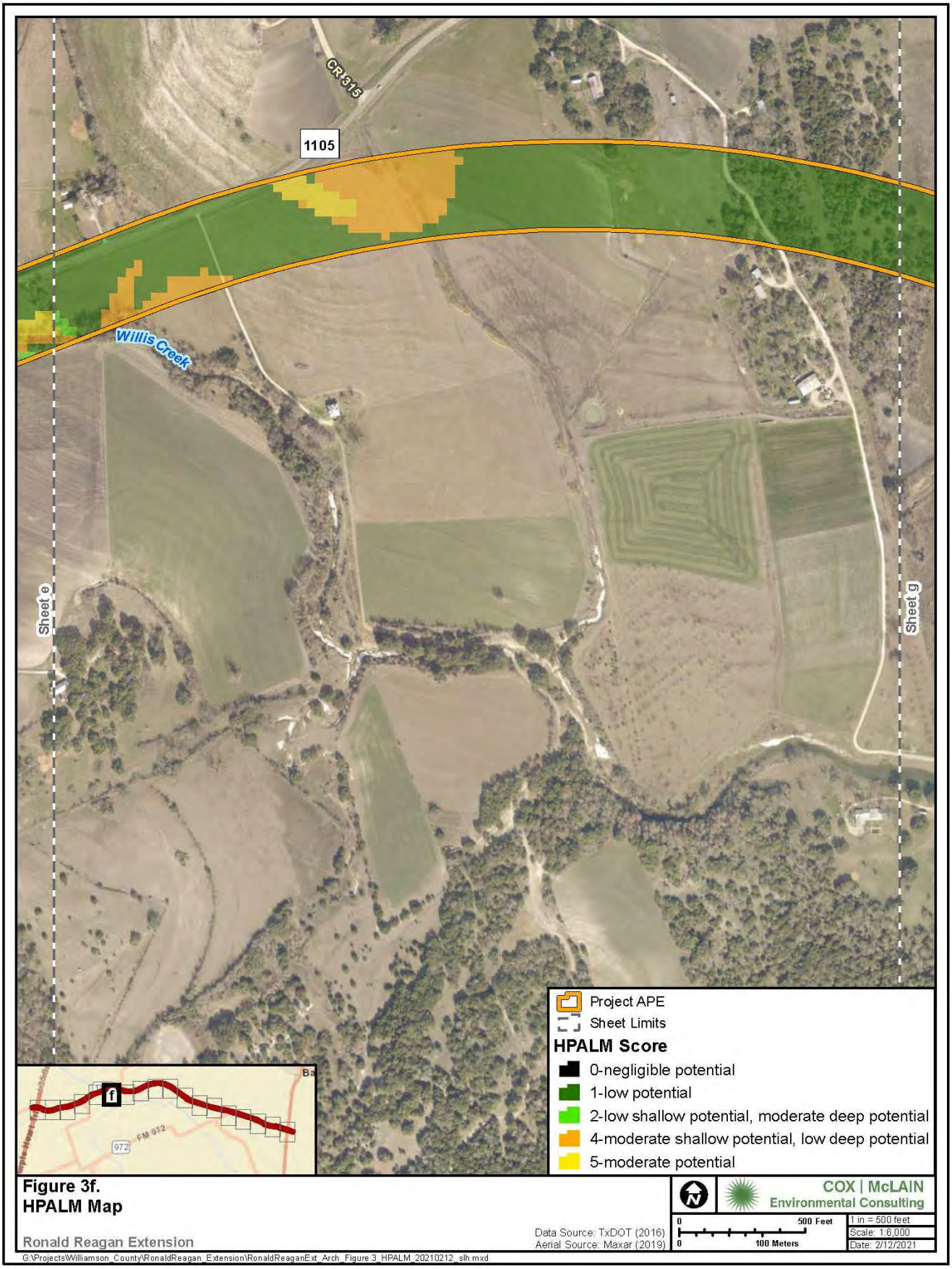

Ronald Reagon Blvd
CR 237
CR 311
CR 311
Sheet b
35
Pvr 917
Project APE
Sheet Limits
HPALM Score
0-negligible potential
1-low potential
4-moderate shallow potential, low deep potential
7-high shallow potential, low deep potential
a
FM 972
972
Figure 3a.
HPALM Map
Ronald Reagan Extension
Data Source: TxDOT (2016)
Aerial Source: Maxar (2019)
COX | McLAIN
Environmental Consulting
0
500 Feet
0
100 Meters
1 in = 500 feet
Scale: 1:6,000
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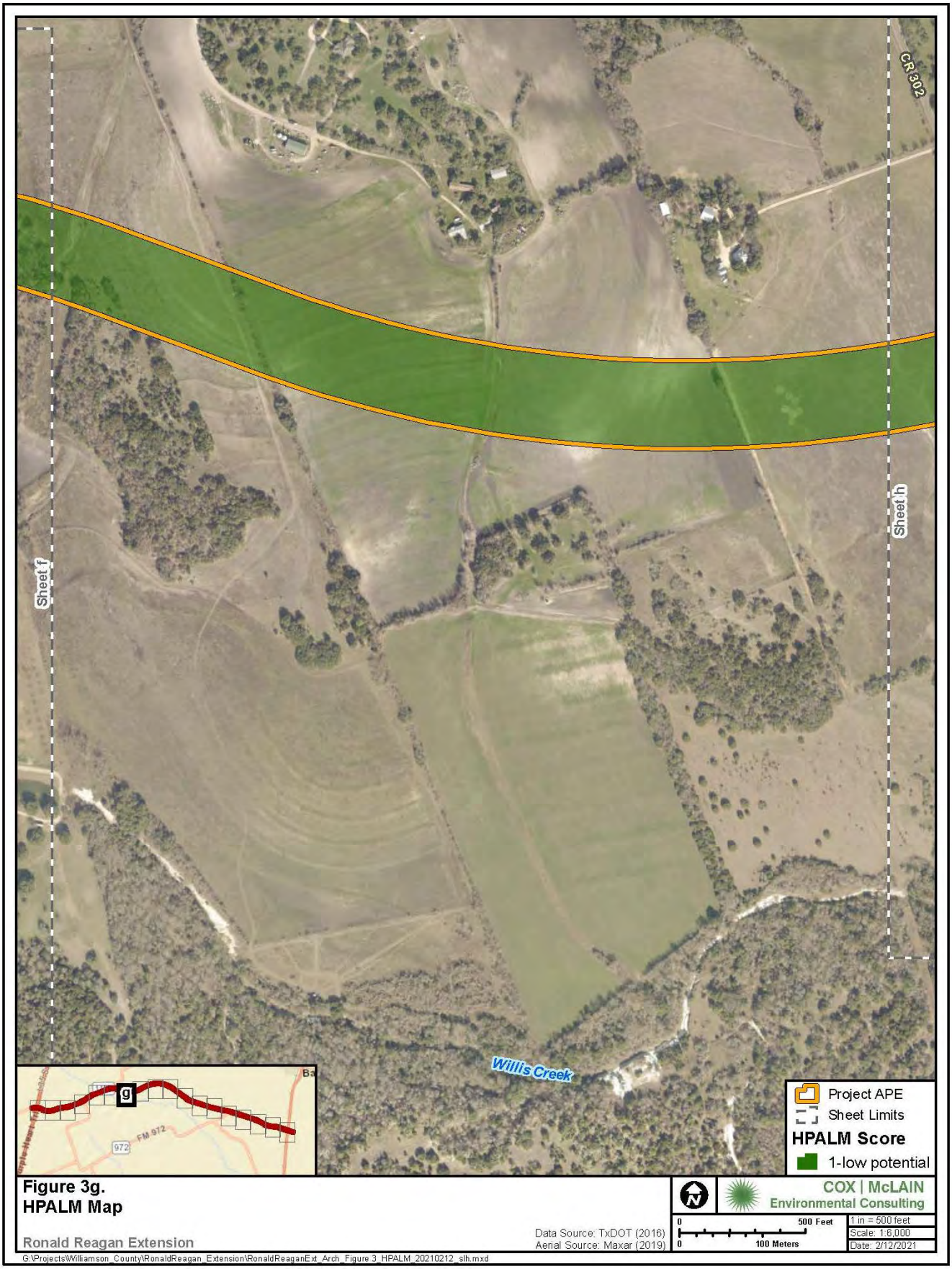

CR 311
Opossum Creek
CR 145
Sheet a
Sheet c
b
FM 972
972
Project APE
Sheet Limits
HPALM Score
0-negligible potential
1-low potential
2-low shallow potential, moderate deep potential
4-moderate shallow potential, low deep potential
5-moderate potential
Figure 3b.
HPALM Map
Ronald Reagan Extension
Data Source: TxDOT (2016)
Aerial Source: Maxar (2019)
COX | McLAIN
Environmental Consulting
0
500 Feet
0
100 Meters
1 in = 500 feet
Scale: 1:6,000
Date: 2/12/2021
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CR 311
Steeplechase Ln
CR 388
Sheet b
Sheet d
Opossum Creek
Project APE
Sheet Limits
HPALM Score
0-negligible potential
1-low potential
4-moderate shallow potential, low deep potential
5-moderate potential
FM 972
972
C
Figure 3c.
HPALM Map
Ronald Reagan Extension
Data Source: TxDOT (2016)
Aerial Source: Maxar (2019)
COX | McLAIN
Environmental Consulting
0
500 Feet
0
100 Meters
1 in = 500 feet
Scale: 1:6,000
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CR 8236
CR 311
1105
Sheet c
Sheet e
d
FM 972
972
Project APE
Sheet Limits
HPALM Score
0-negligible potential
1-low potential
4-moderate shallow potential, low deep potential
Figure 3d.
HPALM Map
Ronald Reagan Extension
Data Source: TxDOT (2016)
Aerial Source: Maxar (2019)
COX | McLAIN
Environmental Consulting
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500 Feet
0
100 Meters
1 in = 500 feet
Scale: 1:6,000
Date: 2/12/2021
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Willis Creek
Rae Ln
Rundberg Dr
1105
Sheet d
Sheet f
Project APE
Sheet Limits
HPALM Score
0-negligible potential
1-low potential
2-low shallow potential, moderate deep potential
4-moderate shallow potential, low deep potential
5-moderate potential
FM 972
972
Figure 3e.
HPALM Map
Ronald Reagan Extension
Data Source: TxDOT (2016)
Aerial Source: Maxar (2019)
COX | McLAIN
Environmental Consulting
0 500 Feet
0 100 Meters
1 in = 500 feet
Scale: 1:6,000
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CR 315
1105
Willis Creek
Sheet e
Sheet g
Project APE
Sheet Limits
HPALM Score
0-negligible potential
1-low potential
2-low shallow potential, moderate deep potential
4-moderate shallow potential, low deep potential
5-moderate potential
f
FM 972
972
Figure 3f.
HPALM Map
Ronald Reagan Extension
Data Source: TxDOT (2016)
Aerial Source: Maxar (2019)
COX | McLAIN
Environmental Consulting
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500 Feet
0
100 Meters
1 in = 500 feet
Scale: 1:6,000
Date: 2/12/2021
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CR 302
Sheet f
Sheet h
Willis Creek
g
FM 972
972
Project APE
Sheet Limits
HPALM Score
1-low potential
Figure 3g.
HPALM Map
Ronald Reagan Extension
Data Source: TxDOT (2016)
Aerial Source: Maxar (2019)
COX | McLAIN
Environmental Consulting
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500 Feet
0
100 Meters
1 in = 500 feet
Scale: 1:6,000
Date: 2/12/2021
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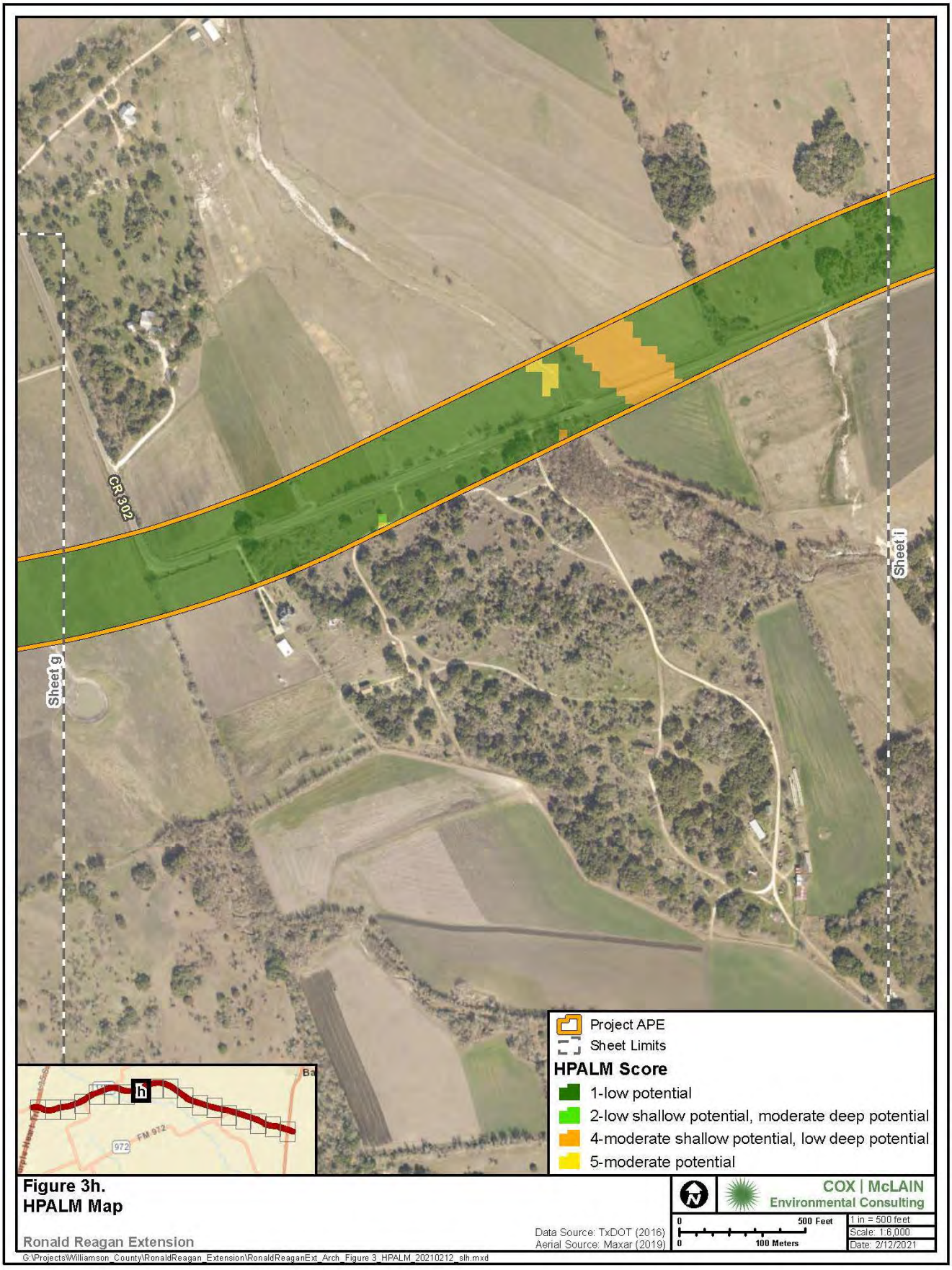

CR 302
Sheet g
Sheet i
Project APE
Sheet Limits
HPALM Score
1-low potential
2-low shallow potential, moderate deep potential
4-moderate shallow potential, low deep potential
5-moderate potential
FM 972
972
Figure 3h.
HPALM Map
Ronald Reagan Extension
Data Source: TxDOT (2016)
Aerial Source: Maxar (2019)
COX | McLAIN
Environmental Consulting
0 500 Feet
0 100 Meters
1 in = 500 feet
Scale: 1:6,000
Date: 2/12/2021
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Figure 3i.
HPALM Map

Ronald Reagan Extension

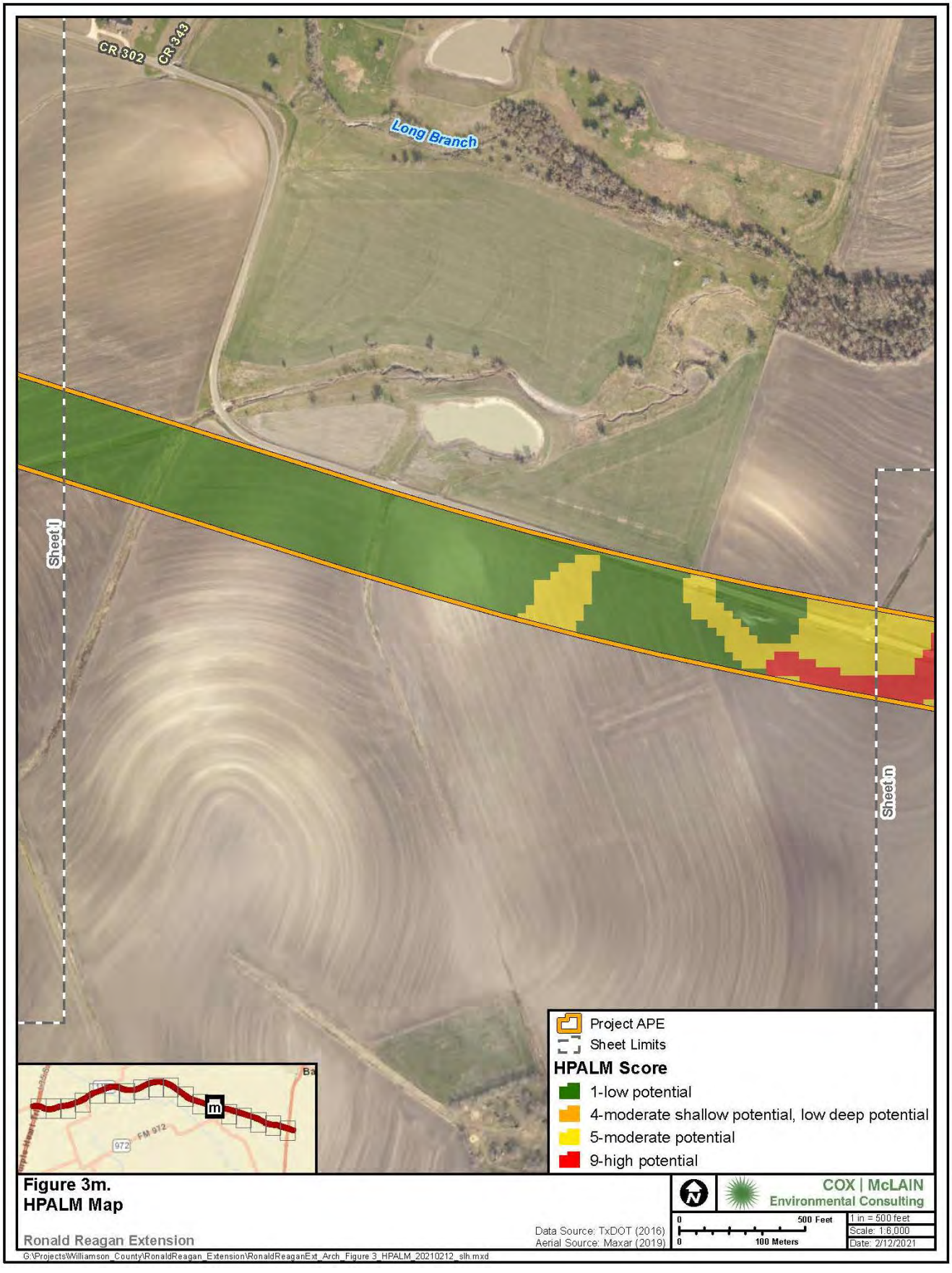
Data Source: TxDOT (2016)
Aerial Source: Maxar (2019)

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CR 322
CR 302
Sheet j
Sheet k
FM 972
972
Project APE
Sheet Limits
HPALM Score
1-low potential
Figure 3j.
HPALM Map
Ronald Reagan Extension
Data Source: TxDOT (2016)
Aerial Source: Maxar (2019)
COX | McLAIN
Environmental Consulting
0 500 Feet
0 100 Meters
1 in = 500 feet
Scale: 1:6,000
Date: 2/12/2021
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CR 302
Sheet 1
Sheet 1
CR 384
CR 321
CR 371
Project APE
Sheet Limits
HPALM Score
1-low potential
5-moderate potential
k
FM 972
972
Figure 3k.
HPALM Map
Ronald Reagan Extension
Data Source: TxDOT (2016)
Aerial Source: Maxar (2019)
COX | McLAIN
Environmental Consulting
0
500 Feet
0
100 Meters
1 in = 500 feet
Scale: 1:6,000
Date: 2/12/2021
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Long Branch
CR 302
Sheet k
Sheet m
Project APE
Sheet Limits
HPALM Score
1-low potential
2-low shallow potential, moderate deep potential
4-moderate shallow potential, low deep potential
5-moderate potential
FM 972
972
Figure 3l.
HPALM Map
Ronald Reagan Extension
Data Source: TxDOT (2016)
Aerial Source: Maxar (2019)
COX | McLAIN
Environmental Consulting
0
500 Feet
0
100 Meters
1 in = 500 feet
Scale: 1:6,000
Date: 2/12/2021
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CR 302
CR 343
Long Branch
Sheet J
Sheet n
Project APE
Sheet Limits
HPALM Score
1-low potential
4-moderate shallow potential, low deep potential
5-moderate potential
9-high potential
FM 972
972
Figure 3m.
HPALM Map
Ronald Reagan Extension
Data Source: TxDOT (2016)
Aerial Source: Maxar (2019)
COX | McLAIN
Environmental Consulting
0
500 Feet
0
100 Meters
1 in = 500 feet
Scale: 1:6,000
Date: 2/12/2021
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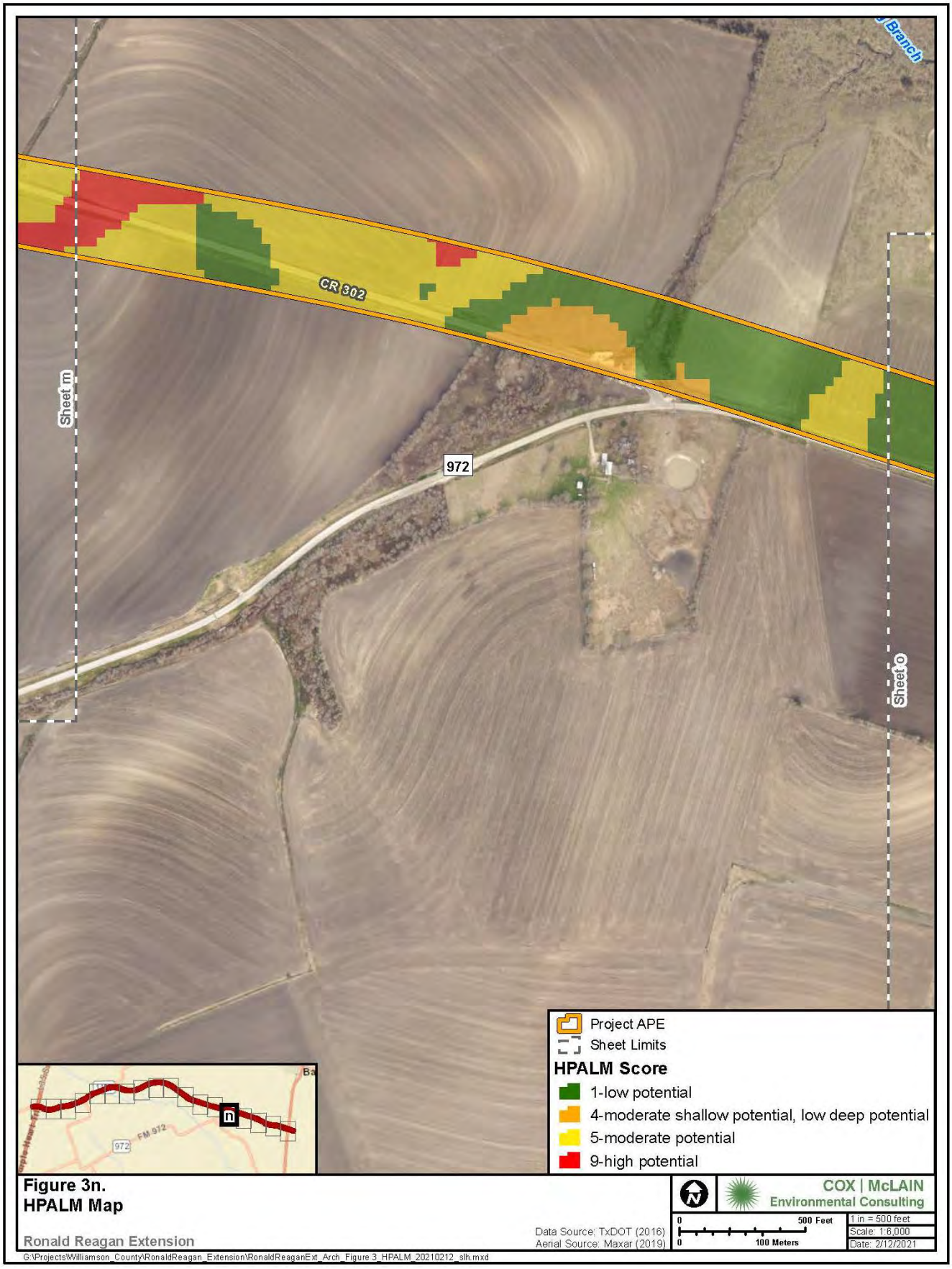

CR 302
972
Sheet m
Sheet o
Project APE
Sheet Limits
HPALM Score
1-low potential
4-moderate shallow potential, low deep potential
5-moderate potential
9-high potential
FM 972
Figure 3n.
HPALM Map
Ronald Reagan Extension
Data Source: TxDOT (2016)
Aerial Source: Maxar (2019)
COX | McLAIN
Environmental Consulting
0 500 Feet
0 100 Meters
1 in = 500 feet
Scale: 1:6,000
Date: 2/12/2021
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Figure 3o.
HPALM Map

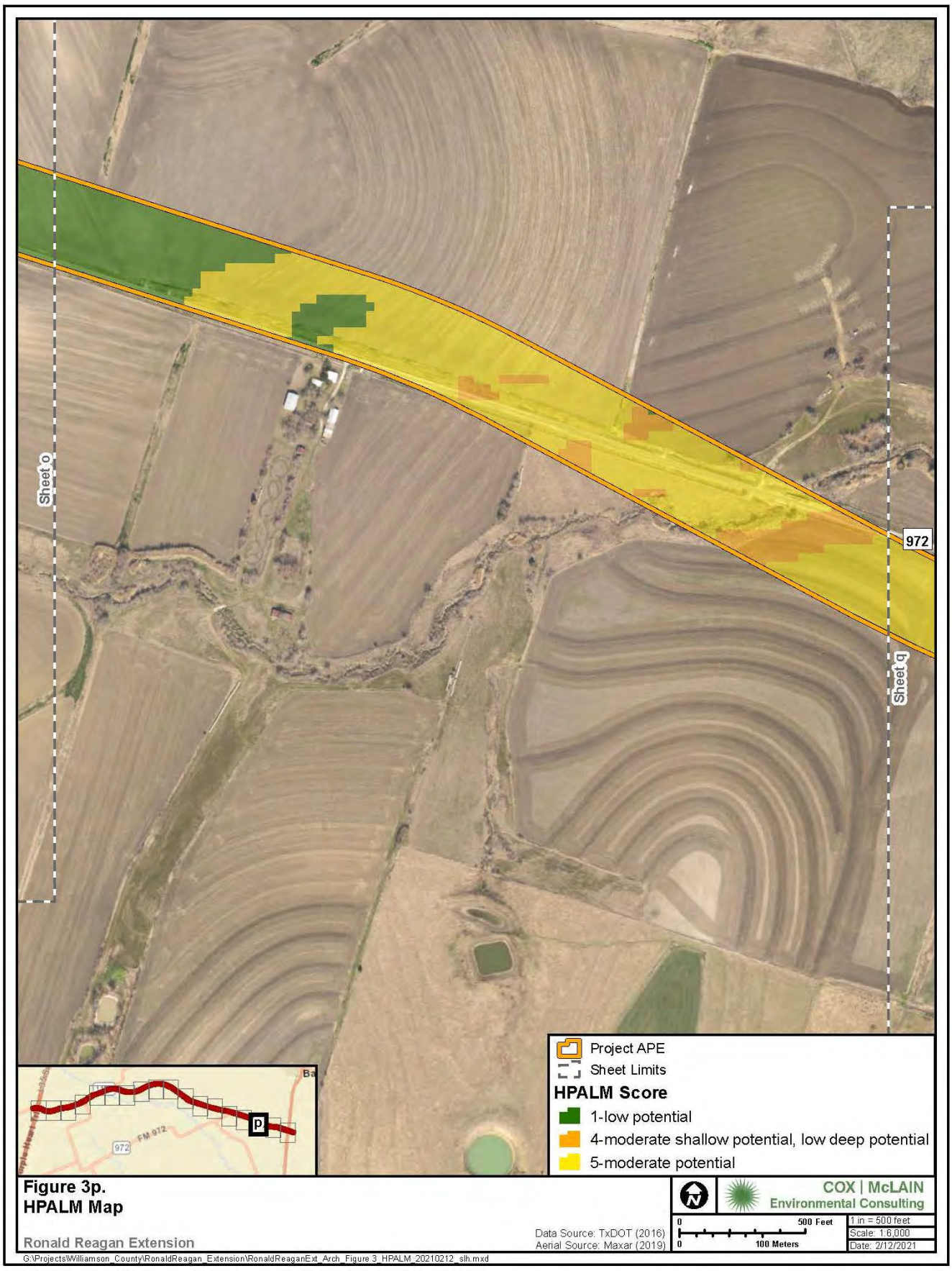


Figure 3p.
HPALM Map

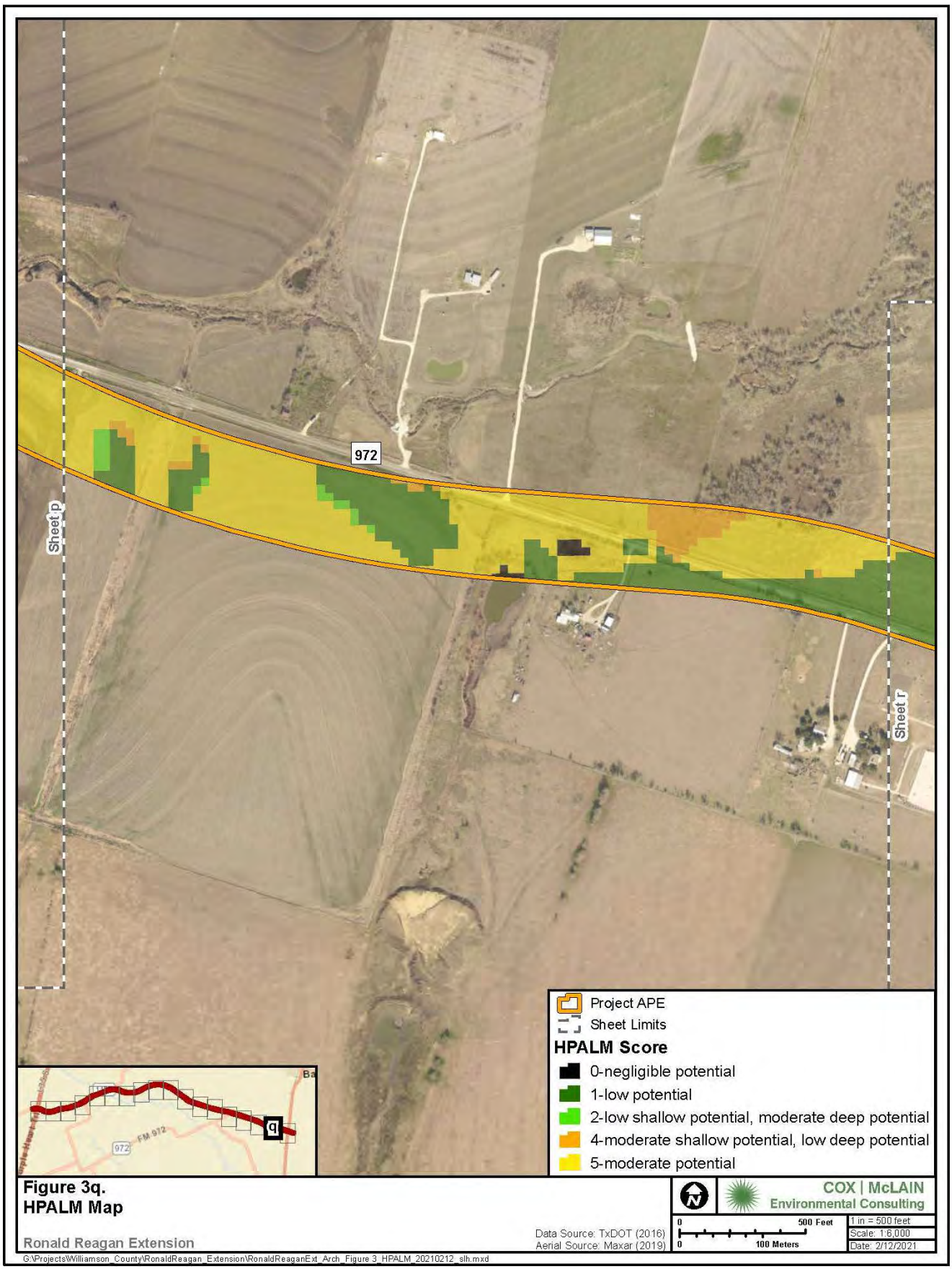

972
Sheet p
Sheet r
Project APE
Sheet Limits
HPALM Score
0-negligible potential
1-low potential
2-low shallow potential, moderate deep potential
4-moderate shallow potential, low deep potential
5-moderate potential
FM 972
Figure 3q.
HPALM Map
Ronald Reagan Extension
Data Source: TxDOT (2016)
Aerial Source: Maxar (2019)
COX | McLAIN
Environmental Consulting
0
500 Feet
0
100 Meters
1 in = 500 feet
Scale: 1:6,000
Date: 2/12/2021
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Figure 3r.
HPALM Map

Ronald Reagan Extension

Data Source: TxDOT (2016)
Aerial Source: Maxar (2019)

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Commissioners Court - Regular Session **40.**

Meeting Date: 08/03/2021

RM 2243 Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigations on the RM 2243 Project, a Road Bond Project in Commissioner Pct. 2 and Pct. 3. P#: P326

Background

The permit application requests the approval of intensive pedestrian survey, with surface and subsurface investigations as necessary based on field conditions. 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; however, the redacted information will be included in the application to the THC.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RM2243-THC-AntiquitiesPermitApp

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 10:49 AM
Form Started By: Marie Walters		Started On: 07/29/2021 10:15 AM
Final Approval Date: 07/29/2021		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Archeological Survey for RM 2243 - Added Capacity Leander to Georgetown
County (ies) Williamson
USGS Quadrangle Name and Number Leander, Round Rock, Leander NE, and Georgetown, Texas 7.5-minute
UTM Coordinates Zone _____ E _____ N _____
Location From SR Hwy 183A to the RM 2243 intersection with Southwest Bypass
Federal Involvement X Yes ❑ No
Name of Federal Agency Federal Highway Administration (FHWA)
Agency Representative Scott Pletka, TxDOT, on behalf of FHWA per the NEPA assignment MOU

II. OWNER (OR CONTROLLING AGENCY)

Owner TxDOT
Representative Scott Pletka
Address 125 E. 11th St.
City/State/Zip Austin, TX 78701
Telephone (include area code) 512-416-2631 Email scott.pletka@txdot.gov

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor 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) 512-943-1550 Email Address ctyjudge@wilco.org

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Sunshine Thomas
Affiliation AmaTerra Environmental, Inc.
Address 11842 Rim Rock Trail
City/State/Zip Austin, TX 78737
Telephone (include area code) 512.329.0031 Email Address sthomas@amaterra.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork 08/23/2021
Requested Permit Duration 3 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Intensive archeological survey with shovel testing – see attached description

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility AmaTerra Environmental
Permanent Curatorial Facility CAS in San Marcos

IV. LAND OWNER'S CERTIFICATION

I, _____, as legal representative of the Land Owner,
_____, 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, Bill Gravell, Jr., as legal representative of the Sponsor, Williamson County, 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, Sunshine Thomas, as Principal Investigator employed by AmaTerra Environmental, Inc.
(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 Sunshine Thomas Date 11 June 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

TEXAS HISTORICAL COMMISSION
real places telling real stories
thc.texas.gov

Archeological Survey Permit Application

Project Name: RM 2243 – Added Capacity Leander to Georgetown (From 183A to Southwest Bypass)

Highway: RM 2243

District(s): Austin

County(s): Williamson

CSJ Number(s): 2103-01-038

Prepared By: AmaTerra Environmental

Date: June 22, 2021

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated 12-09-2019, and executed by FHWA and TxDOT.

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Project Setting 3
Archeological Background and Previous Studies 4
Historic Land Use 8
Archeological Site Potential 9
Proposed Survey Methods 9
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Figures 13

Introduction

Williamson County and the Texas Department of Transportation (TxDOT) propose to realign and widen the existing undivided Hero Way and Ranch to Market (RM) 2243 roadways in Williamson County, Texas. The project will extend for 12.64 kilometers (7.87 miles) from United States (US) 183A to Southwest Bypass and will be entirely within the existing and proposed right-of-way (ROW) (Figure 1-Figure 2). The current ROW is typically 24.2 meters (80 feet) wide. The proposed project will extend the current ROW to a typical width of 117.1 meters (385 feet) and a maximum width of 295.1 meters (970 feet). The current roadway is two lanes with two-foot shoulders and open ditches. Project plans include reconstruction of the existing roadway into a controlled access roadway with three 3.7-meter (12-foot) primary travel lanes in each direction, three 3.7-meter (12-foot) frontage road lanes in each direction. Associated grading, erosion control, and landscaping activities are also planned.

The Area of Potential Effects (APE) for archeological resources is defined as the footprint of the proposed project to the maximum depth of impact, including all easements, and project specific locations. The APE for the project consists of 510.7 total acres, 102.7 acres of existing ROW, and 408.0 acres of proposed ROW. The maximum depth of impacts is estimated to be 22.9 meters (75 feet), with the typical dept of impact being 1.5 meters (5 feet) for road construction.

The project will take place on ROW to be acquired by Williamson County, a political subdivision of the State. Federal funding support is anticipated for construction of the project, and there is potential for the project to impact one or more jurisdictional Waters(s) of the U.S. requiring United States Army Corps of Engineers (USACE) Nationwide Permit authorization. Therefore, Section 106 of the National Historic Preservation Act (Section 106) and the Antiquities Code of Texas (ACT) apply.

Project Setting

The project is in a generally undeveloped area in Williamson County, Texas. The western end of the APE is approximately 384 meters north of Brushy Creek and the eastern end of the APE is approximately 714 meters south of the South Fork of the San Gabriel River. Approximately four unnamed streams or drainages cross the APE.

The APE is located within the Balcones Canyonlands level IV ecoregion established by the Environmental Protection Agency (Griffith et al. 2007). This area forms the southern border of the Edwards Plateau, rising over 1,000 feet in elevation above the coastal plain to the southeast. Underlain by limestone formations, the karstic region is dissected by waterways, and the resulting canyons, sinkholes, and caverns are common. Area vegetation is variable and includes forests that host drought tolerant species, protected areas home to plants rare for the region, and oak savannas between drainages. Managed pastureland is common and managed for both native and domestic species.

The area owes much of its character to the underlying limestone and marl formations (Geologic Atlas of Texas 2018, Figure 3-Figure 7). Most of the bedrock geology of the APE is within Keys Valley Marl or Edwards Limestone. Beyond area waterways, surface sediments are typically Holocene to Pleistocene aged clay and loam colluvium. Soils within the project area are clays formed in residuum derived from limestone and marl (United States Department of Agriculture-Natural Resources Conservation Service [USDA-NRCS] 2020; Figure 8-Figure 12). They are typically well drained, and bedrock is often encountered above one meter in depth.

Archeological Background and Previous Studies

Background research was completed for a study area that includes the APE and a one-kilometer (0.6-mile) radius beyond the APE boundary. An online records search of the Texas Historical Commission's (THC) Archeological Sites Atlas (THC 2021) and a review of historical maps and aerial photographs was completed. Research focused on the identification of archeological sites, sites listed as State Antiquities Landmarks (SALs), Recorded Texas Historical Landmarks (RTHLs), sites listed in the National Register of Historic Places (NRHP), Official Texas Historical Markers, cemeteries, and previously conducted archeological surveys within the study area (Figure 13-Figure 16). This records search identified 47 previously recorded archeological sites (Table 1), no SAL, no RTHL, no NRHP properties, one Official Texas Historical Maker, one cemetery, and 37 previously recorded archeological surveys within the study area (Table 2).

Table 1. Previously recorded archeological sites within the APE and within one kilometer (0.62 miles) of the APE.

Trinomial	Time Period of Occupation	Eligibility Determination	Within APE
41WM46	Archaic	Undetermined	
41WM143	Precontact	Undetermined	
41WM144	Precontact	Undetermined	
41WM226	Late Archaic and Postcontact	Undetermined	
41WM541	Precontact	Ineligible within ROW	
41WM542	Archaic to Later Archaic	Ineligible within ROW	
41WM549	Precontact; twentieth century	Ineligible within ROW	Yes
41WM550	Precontact	Undetermined	
41WM551	Precontact; Postcontact	Ineligible within ROW	
41WM552	Precontact	Undetermined	
41WM553	Archaic	Ineligible within ROW	
41WM556	Archaic	Undetermined	Yes
41WM557	Precontact	Undetermined	

Trinomial	Time Period of Occupation	Eligibility Determination	Within APE
41WM558	Early to Middle Archaic	Ineligible within ROW	
41WM581	Precontact	Undetermined	Yes
41WM583	Precontact	Undetermined	
41WM584	Precontact	Undetermined	
41WM593	Precontact	Undetermined	Yes
41WM691	Precontact	Undetermined	
41WM692	Precontact	Undetermined	
41WM693	Precontact	Undetermined	
41WM696	1900-1970s	Undetermined	
41WM697	Precontact	Undetermined	
41WM698	Precontact	Ineligible	
41WM1005	1950s-1960s	Ineligible	Yes
41WM1006	1839-1994	Eligible	
41WM1007	Precontact	Ineligible	
41WM1040	Early to Middle Archaic; Late Precontact	Ineligible	
41WM1043	1920-1960s	Ineligible	
41WM1100	Precontact	Undetermined	Yes
41WM1115	Late nineteenth to mid-twentieth century	Ineligible	
41WM1168	Precontact	Ineligible	
41WM1198	Precontact	Ineligible	Yes
41WM1246	Precontact	Ineligible	
41WM1279	Precontact	Undetermined	
41WM1317	Precontact	Ineligible	Yes
41WM1318	Precontact	Undetermined	
41WM1333	Precontact	Undetermined	Yes
41WM1342	Early to mid-twentieth century	Ineligible	Yes
41WM1343	Mid- to late twentieth century	Ineligible	
41WM1359	Precontact	Ineligible	
41WM1369	Precontact	Undetermined	

Trinomial	Time Period of Occupation	Eligibility Determination	Within APE
41WM1370	Precontact	Undetermined	
41WM1375	Precontact	Undetermined	
41WM1390	Precontact	Ineligible within ROW	
41WM1392	Early twentieth century	Ineligible within ROW	
41WM1429	Precontact	Ineligible within ROW	

Table 2. Previously recorded archeological surveys within the APE and within one kilometer (0.62 miles) of the APE.

Atlas Number	Permit Number	Author(s)	Sponsor Agency	THC Review Date
8400004295				
8400010011	2437			
8400010012	2437			
8400010473	2736	Nash, Sean R., G. Staples, and M. Freeman	Williamson County	4/30/2002
8400010579	2768	Oksanen, Eric R, Craig Weaver, and Eric Shroeder	COE-FWD/Brushy Creek MUD	5/27/2003
8400010643	2619	Nash, Sean	Williamson County	9/1/2001
8400010714	2736	Nash, Sean R., G. Staples, and M. Freeman	Williamson County	4/30/2002
8400010802	2768	Oksanen, Eric R, Craig Weaver, and Eric Shroeder	COE-FWD/Brushy Creek MUD	5/27/2003
8400010865	2619	Nash, Sean	Williamson County	9/1/2001
8500004588			Environmental Protection Agency	
8500004589			Environmental Protection Agency, Texas Department of Water Resources	
8500004606			Corps of Engineers-Fort Worth District	
8500011248	3611	Sundermeyer, Scott and Sherry DeFreece	Federal Transit Administration	3/8/2005
8500011602	3245	Dockall, John E.	Texas Department of Transportation	2/16/2006

Atlas Number	Permit Number	Author(s)	Sponsor Agency	THC Review Date
8500013643	3848	Cambell, John and Robert Lassen	Texas Department of Transportation	8/24/2006
8500014054		Owens, Jeffrey D.	Corps of Engineers-Fort Worth District	5/7/2007
8500015070	4846	Bradle, Michael R., and G. T. Bernhardt	City of Georgetown	6/5/2008
8500015216	3482	Bradle, Michael, R. D'Aigle	City of Georgetown	9/9/2008
8500016332	5431	Nash, Sean R.	City of Leander	12/3/2009
8500016349	5387	Dayton, Chris	Texas Department of Transportation, City of Leander	12/11/2009
8500017289	5499	Kibler, Karl W.	Texas Department of Transportation, City of Leander	3/5/2010
8500018289	5644	Nash, Michael A., Casey J. Hanson	U. S. Department of Education	8/24/2010
8500060011	6918	Young, Alamea et al.	K Friese & Associates, Inc.	
8500060994	6952	Perrine, Rachel D. and David Treichel	Brown & Gay Engineers, Inc.	9/22/2014
8500061451	2753	Nash, Sean R. and Gregory D. Staples	Athabasca Consulting Inc.	
8500062593		Owens, Jeffrey D.	Mason Joseph Company, Inc.	1/12/2015
8500063416		Owens, Jeffrey D.	Mason Joseph Company, Inc.	1/30/2015
8500063836	6952	Perrine, Rachel D. and David Treichel	City of Leander	9/22/2014
8500063837				
8500066423	7283	Hanson, Casey	City of Leander	7/15/2015
8500070880		Owens, Jeffrey	Meritage Homes of Texas	8/10/2015
8500076619	7537	Fullerton, Ben	Williamson County	3/10/2016
8500080259	7416	King, Allison	CRMWD	12/16/2016
8500080336	7531	Evans, Steven, et al.	LCRA	5/12/2017
8500080426	7992	Rodriguez, Mary F. and Ashley Eyeington	City of Georgetown	7/17/2017
8500080611	7028	Stotts, Matthew C. and Brandon Young	City of Georgetown	9/1/2017

Atlas Number	Permit Number	Author(s)	Sponsor Agency	THC Review Date
8500080716	7718	Padilla, Antonio	Williamson County	6/20/2018

Archeological sites recorded within the study area can be typically characterized as precontact lithic scatters or lithic procurement sites without refined temporal assessment. Six sites within this same area have postcontact components that date to the late nineteenth or early twentieth century, typically rural residential sites. Ten of the previously recorded archeological sites are within the APE. Of these, four have been determined Ineligible for listing in the NRHP by the State Historic Preservation Officer (SHPO) (41WM1342, 41WM1317, 41WM1198, and 41WM1005). Site 4WM549 was determined Ineligible within the ROW by the SHPO in 2017 as part of a survey for a proposed bypass road (Atlas No. 8500080426). A portion of this previous survey overlaps the current proposed APE at the south end of the project. However, the APE of the proposed project also includes portions of this site that have not been reviewed for eligibility. The remaining five archeological sites (41WM1333, 41WM1100, 41WM593, 41WM581, and 41WM556) are Undetermined for listing in the NRHP.

An Official Texas Historical Marker (Marker No. 9369) within the study area records the location of the 'Webster Massacre' that occurred in 1839 when approximately 30 migrants were killed by Native Americans. This marker is located across Brushy Creek from the Davis Cemetery, also within the study area, where the Webster Massacre dead are buried along with additional interments. The marker and cemetery are not located immediately adjacent to the project and the project is unlikely to affect these resources.

Twelve of the 37 previously recorded archeological surveys identified within the study area occur within the APE including Atlas Numbers 8500004588, 8500011602, 8500015070, 8500015216, 8500016332, 8500061451, 8500063837, 8500076619, 8500080336, 8500080426, 8500080611, and 8500080716.

One previous archaeological survey that occurs within the APE was conducted with methods that meet the current standards for Texas as outlined by the Council of Texas Archeologists (CTA) and adopted by the THC. Atlas Number 8500080426 was an intensive cultural resources survey completed for a proposed Southwest Bypass with fieldwork completed in 2017. This survey overlaps the current APE at the eastern boundary (Figure 17). Methods included pedestrian survey with shovel testing systematically excavated within the project area.

Historic Land Use

The Native American groups living in the Williamson County area at the time of contact with European explorers include the Tonkawa, and small groups of the Kowa, Yojuane, Tawakoni, and Mayeye (Odintz 2021). The Lipan Apache and the Comanches were also present in the region into the nineteenth century. Spanish explorers traversed the area and missions were established on the San Gabriel River in the eighteenth century. Although land grants were given to Mexican

families, no homesteaders are known to have moved to the area at this time. European-American homesteading first began in the county in 1838 when settlers built on Brushy Creek. These migrants arrived in greater numbers by the middle of the nineteenth century, sometimes accompanied by enslaved people.

The Civil War had little direct material impact on Williamson County, but the county's economic fortunes somewhat mirrored the broader southeast after the war (Odintz 2021). A post-war increase in cotton production was observed into 1900 with an accompanying increase in the number of tenant farms. Stock raising, cattle and sheep, was common before the Civil War and this became an increasing source of agricultural income in the county into the 1960s. In the late twentieth century the area saw a significant increase in inhabitants associated with outgrowth of the broader Austin urban area.

The project area remained largely undeveloped into the mid-twentieth century with most development related to agriculture. The historical 1893 topographic map does not depict any settlements concentrations near the APE (Figure 18), and the 1954 topographic map shows no additional development (Figure 19). The historic aerials from 1953 confirm that the western quarter of the APE is tilled farmland, the remainder of the APE is generally open or lightly wooded grazing land (Figure 20-Figure 23).

Archeological Site Potential

Much of the APE has not been surveyed for archeological resources. The Texas Department of Transportation Hybrid Potential Archaeological Liability Map (HPALM) depicts most of the APE as having low potential for archeological sites (Abbott and Pletka 2015; Figure 24-Figure 28). A few small areas of moderate shallow potential/low deep potential are present in the eastern portion of the APE; these are locations of previously recorded archeological sites within the APE. One small area of moderate potential occurs on the western end of the APE, just north of Brushy Creek; this location has not been previously surveyed. Surface lithic scatters and lithic procurement sites are commonly recorded in the project vicinity. These sites are typically located on terraces associated with area drainages and unrecorded sites of this type may be present. Late nineteenth and early twentieth century sites may also be present in the area, particularly within the APE along the existing route of RM 2243.

Proposed Survey Methods

The survey for the proposed RM 2243 will take place within existing and new ROW to be acquired by Williamson County (Figure 29-Figure 32). The recommended survey area will be visually inspected and assessed where Right of Entry (ROE) has been granted. AmaTerra staff will conduct an archeological survey in accordance with the THC's minimum standards for 100 percent intensive linear surveys. Previously recorded sites within the recommended survey area will be revisited, surveyed, and assessed.

The recommended survey area includes all portions of the APE not previously subject to an intensive terrestrial survey that meets the current standards for Texas as outlined by the CTA and adopted by the THC. This includes 504.7 acres of the total 510.7-acre APE. An approximate six-acre portion of the APE previously surveyed as Atlas Number 8500080426 has been excluded from the recommended survey area because the intensive survey meets the current standards for Texas (Figure 33). This includes the part of site 41WM549 determined by SHPO as Ineligible within ROW for listing in the NRHP.

Deep, Holocene-aged sediment deposits are not present within the recommended survey area; auguring and backhoe trenching are not recommended. The current assessment and the previously conducted background study (Background Study for CSJ 2103-01-038) note that most project soils are shallow, rocky, and clayey residuum material. The exception, Holocene aged Denton soils are shallowly mapped (less than three feet deep) above bedrock.

Archeologists will conduct an intensive terrestrial survey incorporating shovel testing within the recommended survey area. Shovel testing will adhere to the minimum standards for Texas as outlined by the CTA and adopted by the THC. Survey methods will utilize the standards for linear surveys, completing shovel tests at a rate of 16 tests per mile per 100 feet of survey corridor. Additional shovel tests will be conducted if archeological sites are discovered within the recommended survey area, to delineate these site locations. However, portions of the project area where significant disturbance (e.g., erosion, buried utilities and borrow pits) is apparent will be minimally tested to verify and delineate disturbance and photo documented. The number and placement of shovel tests will be dictated by the principal investigator, based upon observed field conditions. Shovel tests will be excavated to a depth of 80 centimeters below surface, sterile subsoil, or bedrock, whichever is encountered first. Shovel tests will be excavated in 20-centimeter increments, and all sediment will be screened through ¼-inch hardware mesh. Relevant information for all shovel tests will be recorded on a standardized form.

Any new and previously recorded sites within the recommended survey area will be documented with methods that comply with THC/CTA survey standards and guidelines, including requirements for assessing historical archeological sites and identifying historical cemeteries. Sites will be investigated by means of now fewer than six subsurface shovel tests to define site boundaries relative to the APE. Specific site information will be recorded on standardized forms and presented to the Texas Archeological Research Laboratory (TARL) for inclusion in their archives. Any artifacts found either on the surface or in shovel tests will be field catalogued then returned to the original discovery location. No artifacts will be collected during the survey.

Any recorded historical archeological sites will be documented with additional survey-level archival research. This will include an attempt to determine the history of ownership and land use for each site through oral interviews, deed research, and map research, when possible. When relevant to the ownership and land use history, census records for individuals associated with the site will be checked, and the names of these individuals will be cross-referenced with the Online Handbook of Texas History. Investigators will make recommendations for further archival or archeological

work to determine NRHP/SAL eligibility if survey-level research reveals the site may be associated with significant persons or events.

For the purposes of this survey, an archeological site will be defined as containing a certain number of cultural materials or features older than 50 years within a given area. The definition of a site is: (1) five or more surface artifacts within a 30-m radius, or (2) a single cultural feature observed on the surface or exposed during shovel testing, or (3) a positive shovel test containing at least three total artifacts, or (4) two positive tests located within 30 m of one another.

Reporting and Curation

All work will be conducted under the terms and conditions of the First Amended Programmatic Agreement (2005) among the Federal Highway Administration (FHWA), TxDOT, the THC, and the Advisory Council on Historic Preservation and the Memorandum of Understanding (MOU) between TxDOT and the THC.

The results of the investigation will be compiled into a professional report as required under Chapter 26 of the THC's Rules of Practice and Procedure and in conformance with Section 106. The report will describe the project area conditions and cultural background, existing and newly documented sites (including newly assigned site trinomials), and NRHP/SAL eligibility of these sites based on the requirements of Texas Administrative Code (TAC) 13 TAC 26.5(35), 13 TAC 26.20(1) and 13 TAC 26.20(2). The results section of the report will include relevant maps and discussion regarding shovel testing and finds in existing and proposed new ROW. Electronic copies of the draft report will be submitted to the TxDOT Austin District, to be forwarded to the TxDOT Environmental Affairs Division and the THC for review and comment, then resubmitted following the address of any comments. Copies of the final report will be provided to TxDOT and the THC. Artifacts will not be collected during the survey. However, all photographs and records of sites will be curated at the Center for Archaeological Studies at Texas State University San Marcos, according to their standards.

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Figures

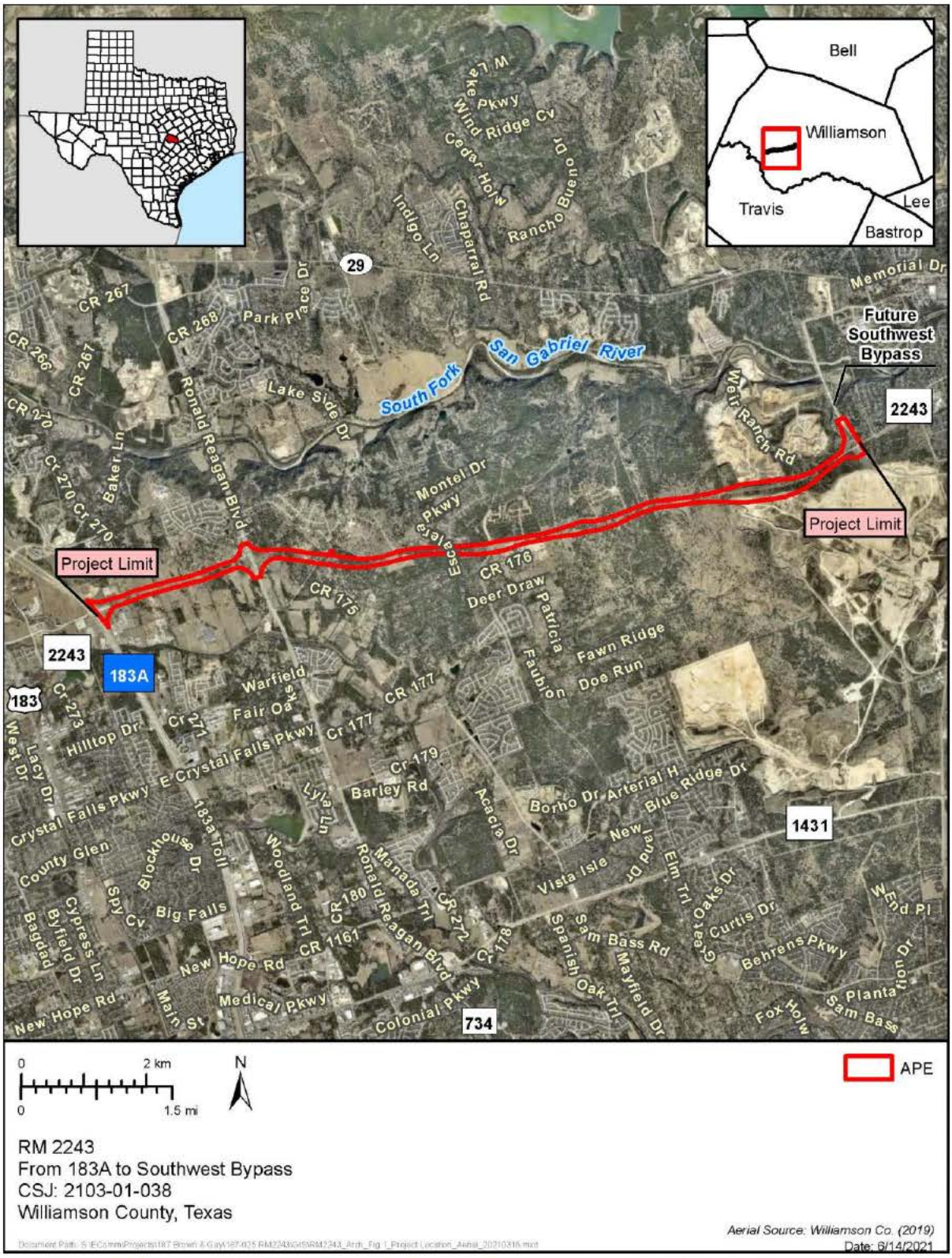


Figure 1. Map Showing horizontal extent of APE on modern aerial photograph.

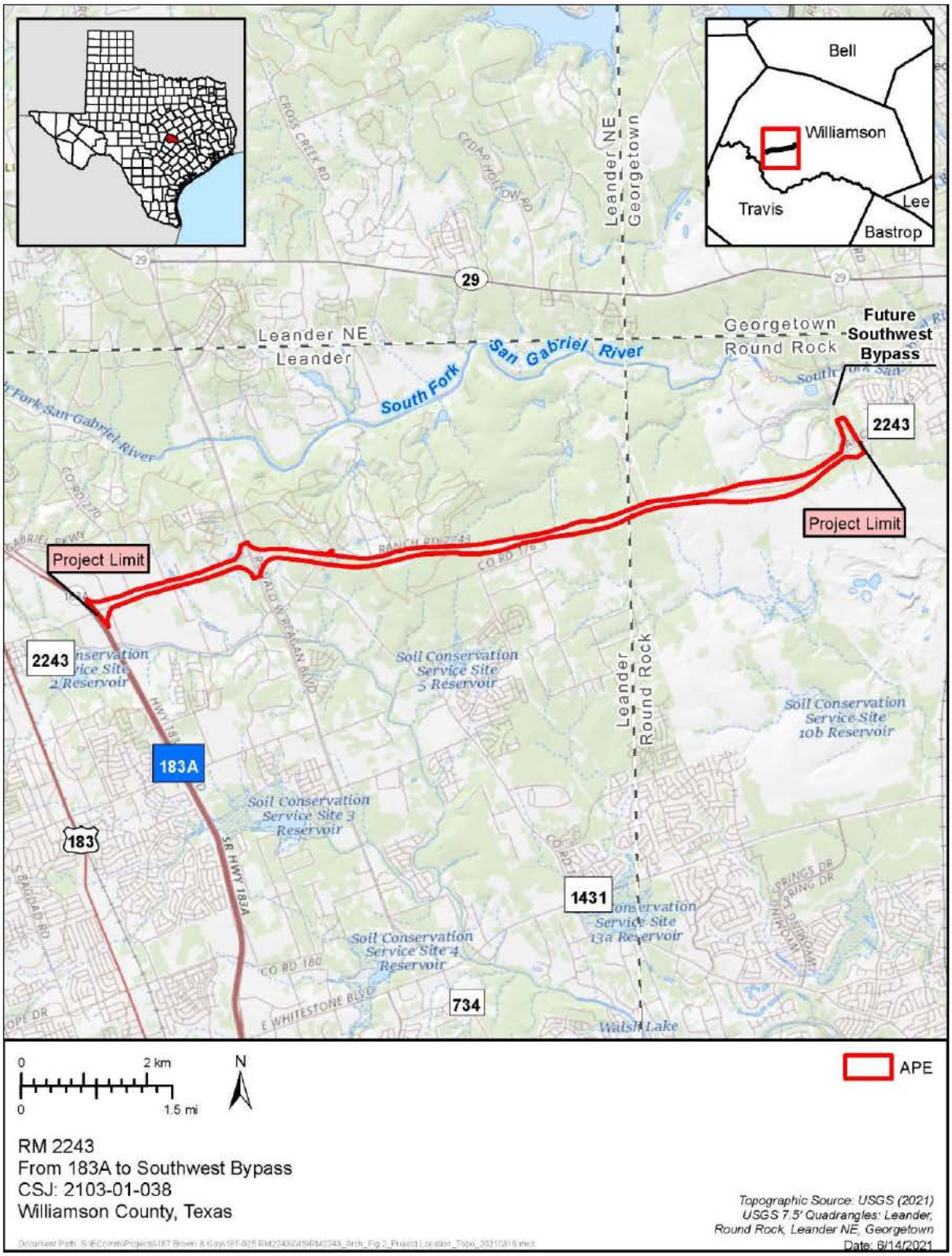


Figure 2. Showing horizontal extent of APE on modern topographic map.

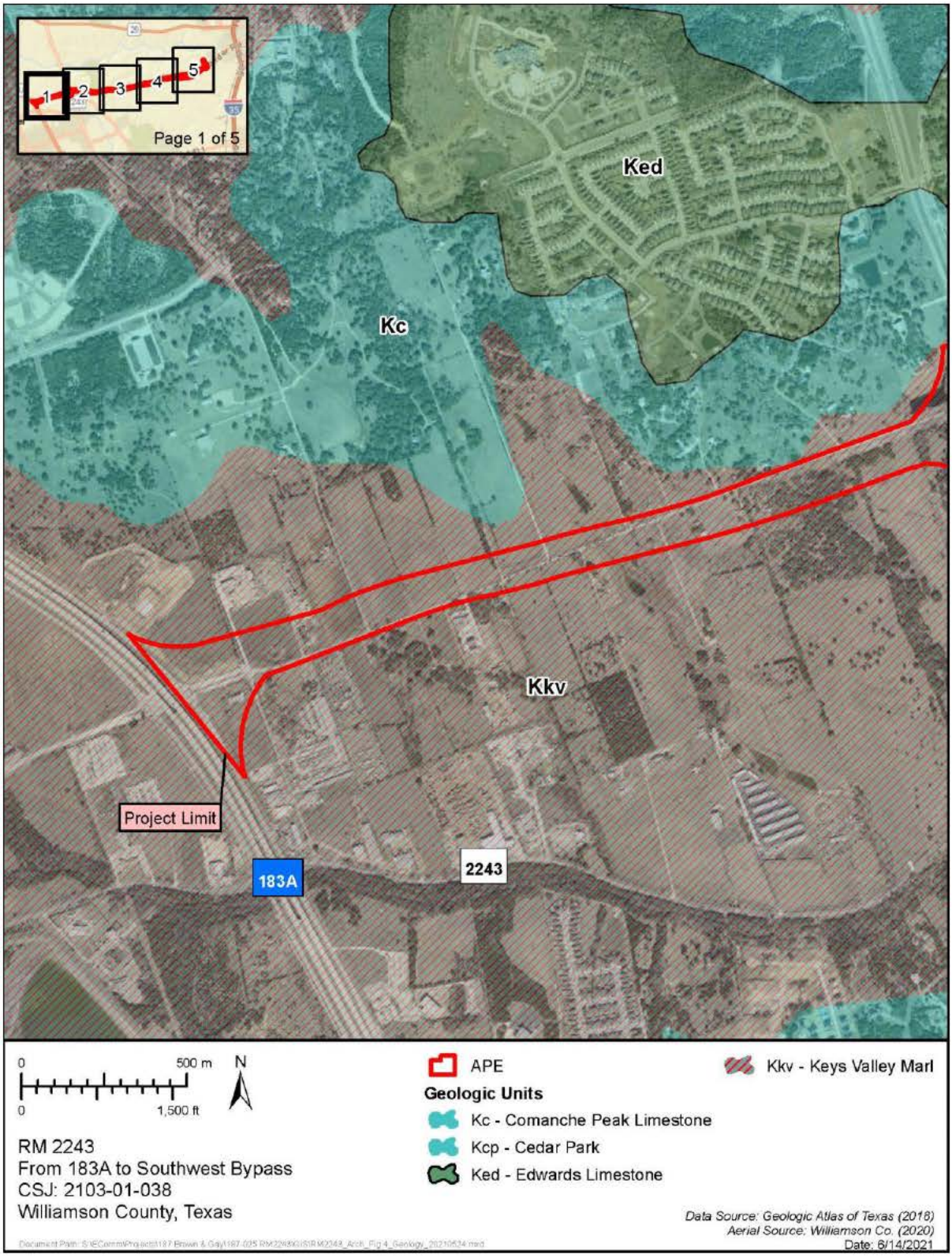


Figure 3. Geologic Units within the APE (1 of 5).

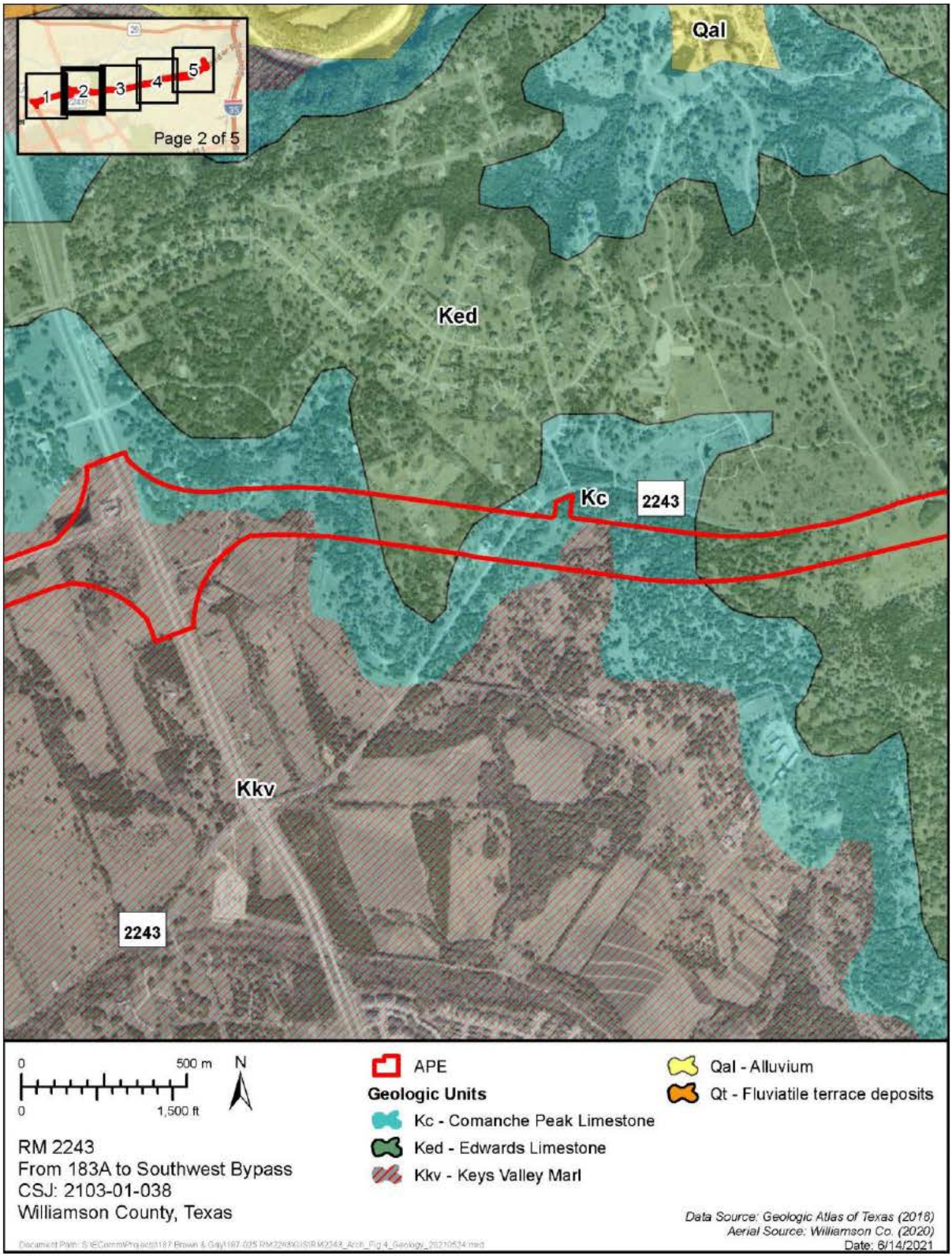


Figure 4. Geologic Units within the APE (2 of 5).

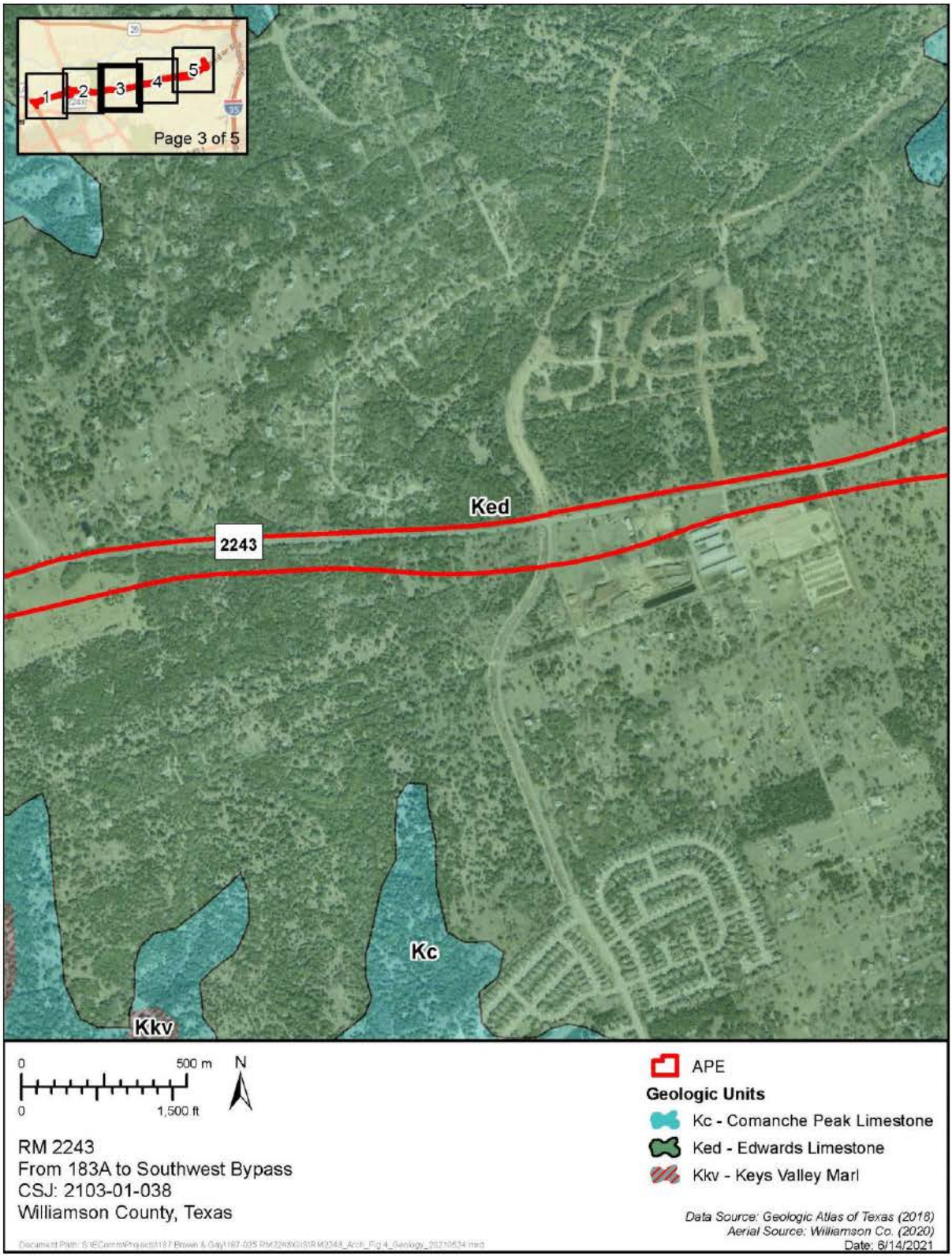


Figure 5. Geologic Units within the APE (3 of 5).

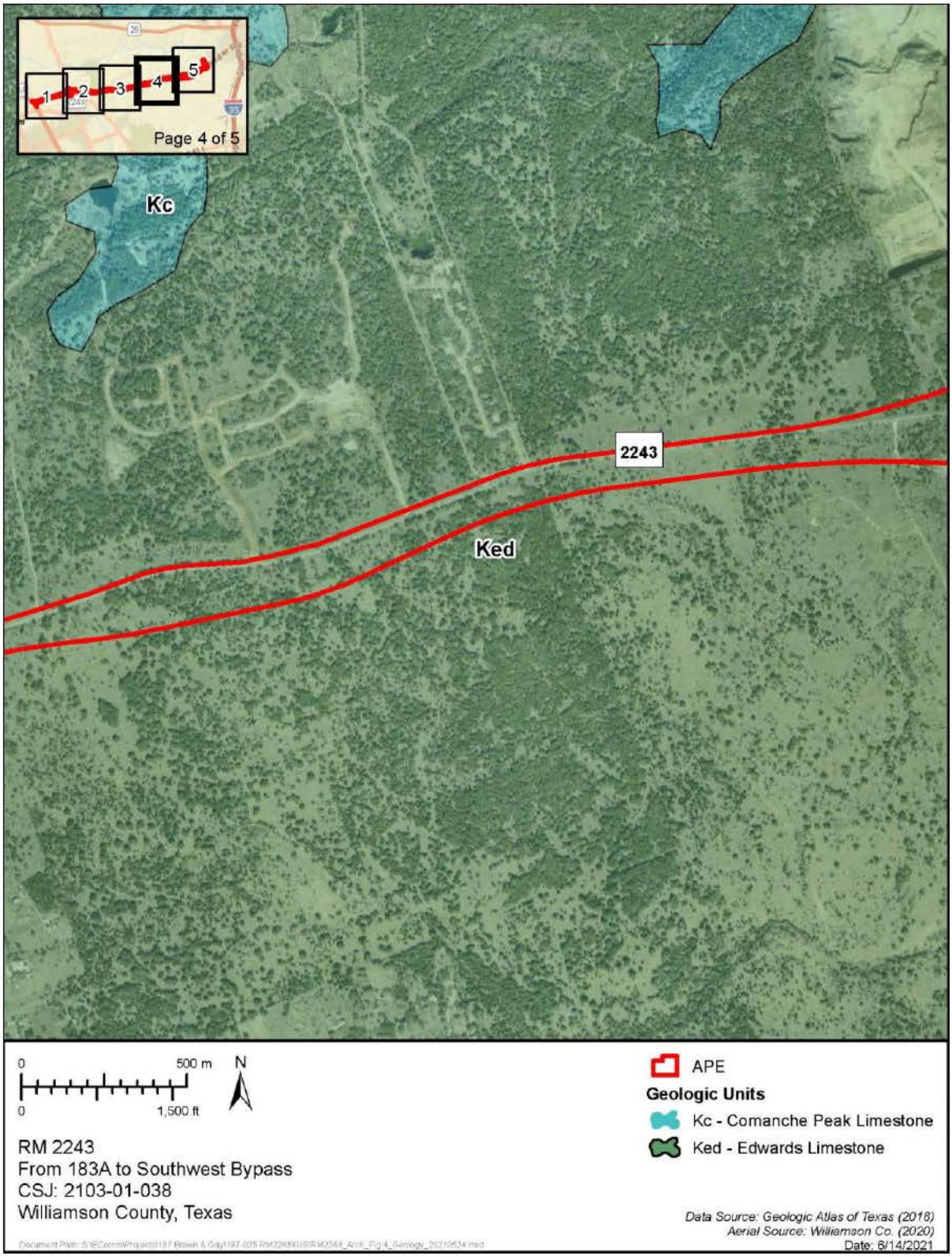


Figure 6. Geologic Units within the APE (4 of 5).

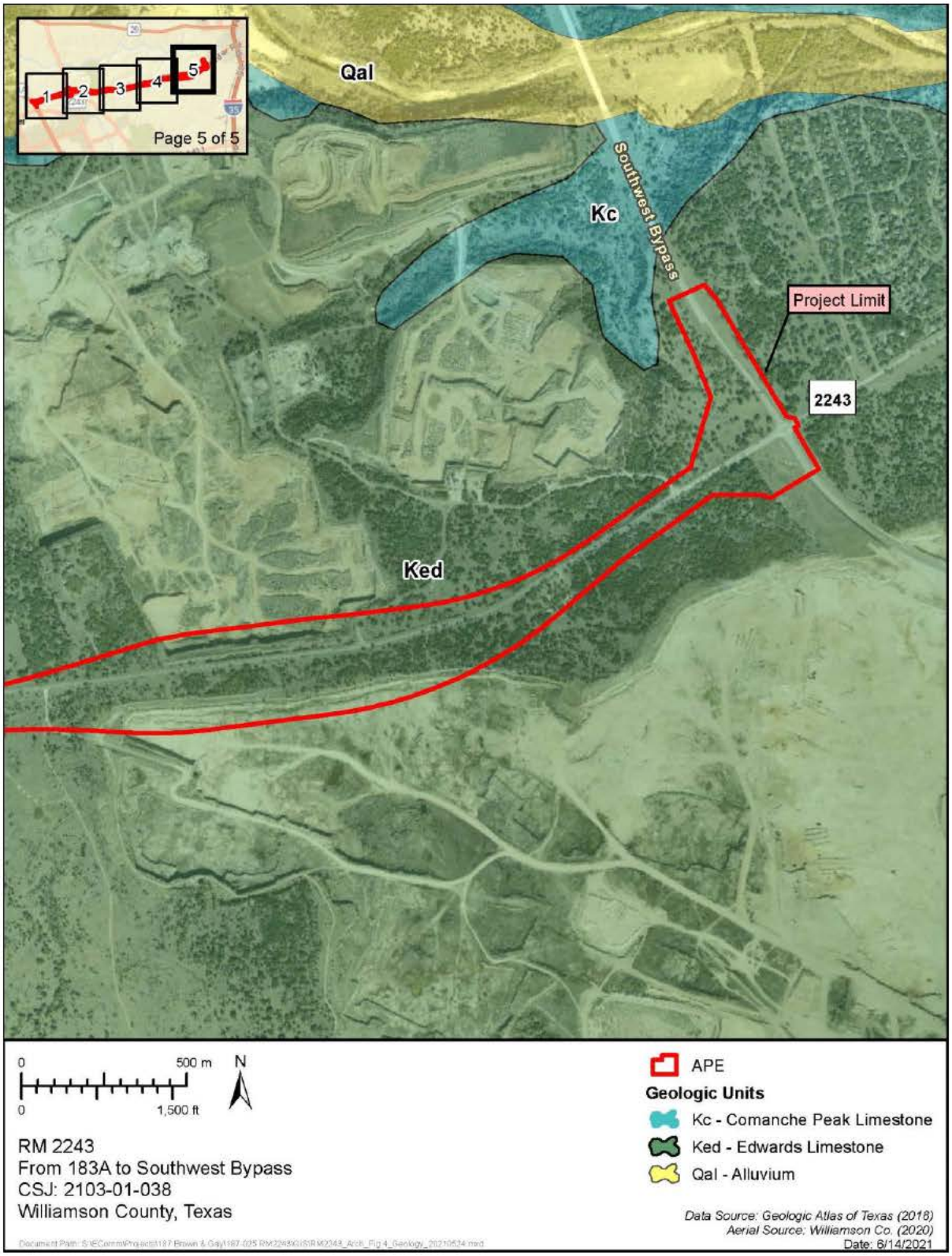


Figure 7. Geologic Units within the APE (5 of 5).

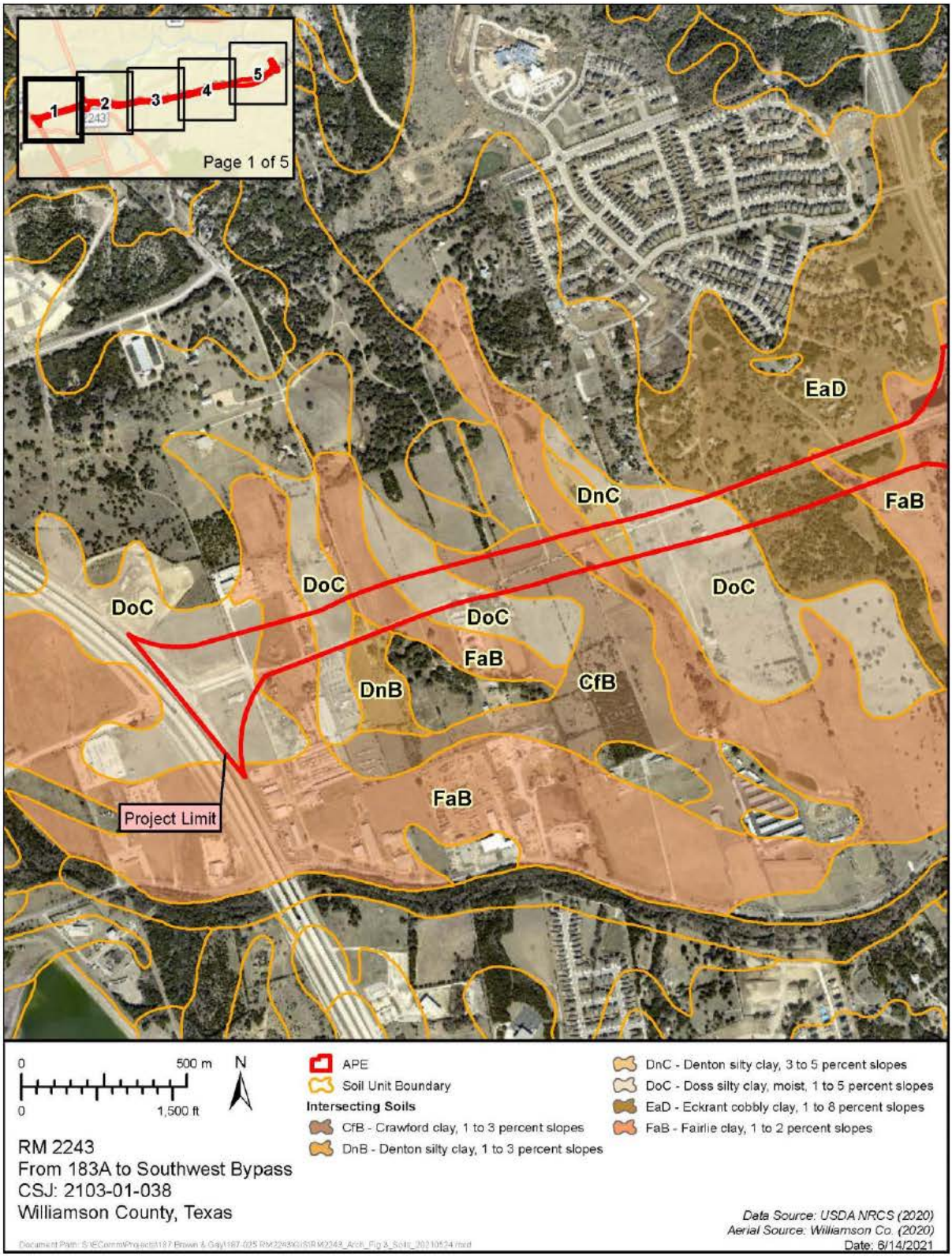


Figure 8. Soils within the APE (1 of 5).

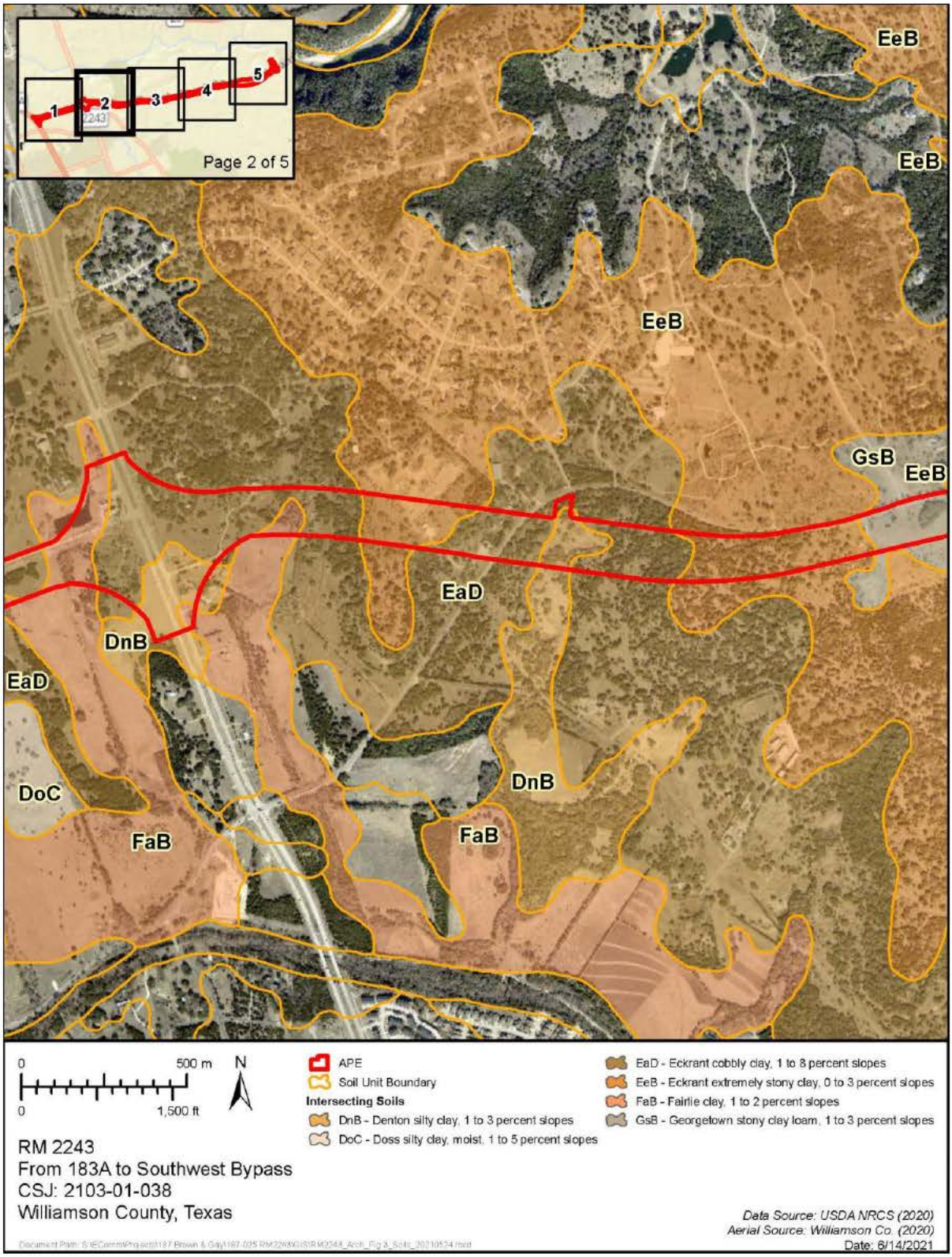


Figure 9. Soils within the APE (2 of 5).

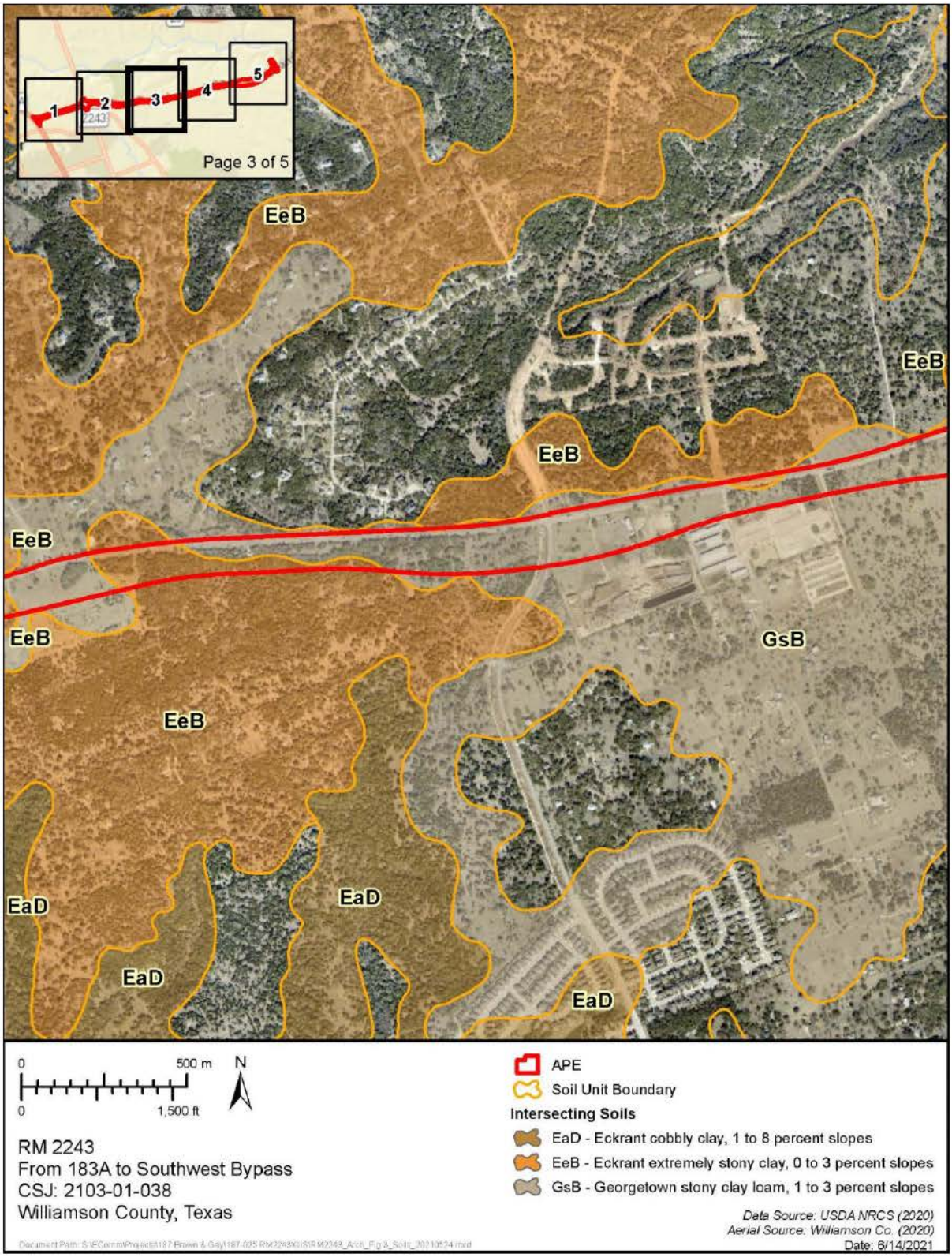


Figure 10. Soils within the APE (3 of 5).

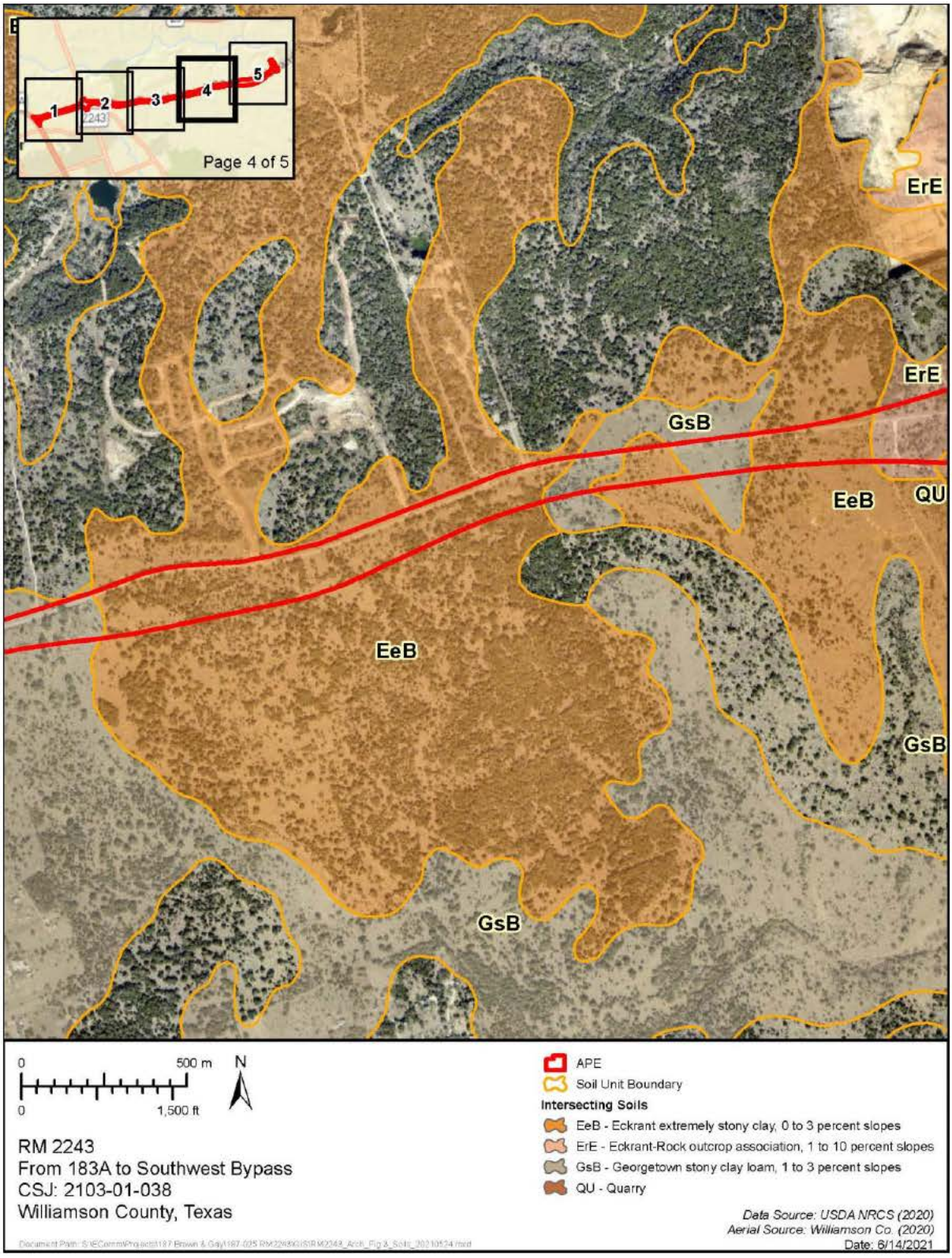


Figure 11. Soils within the APE (4 of 5).

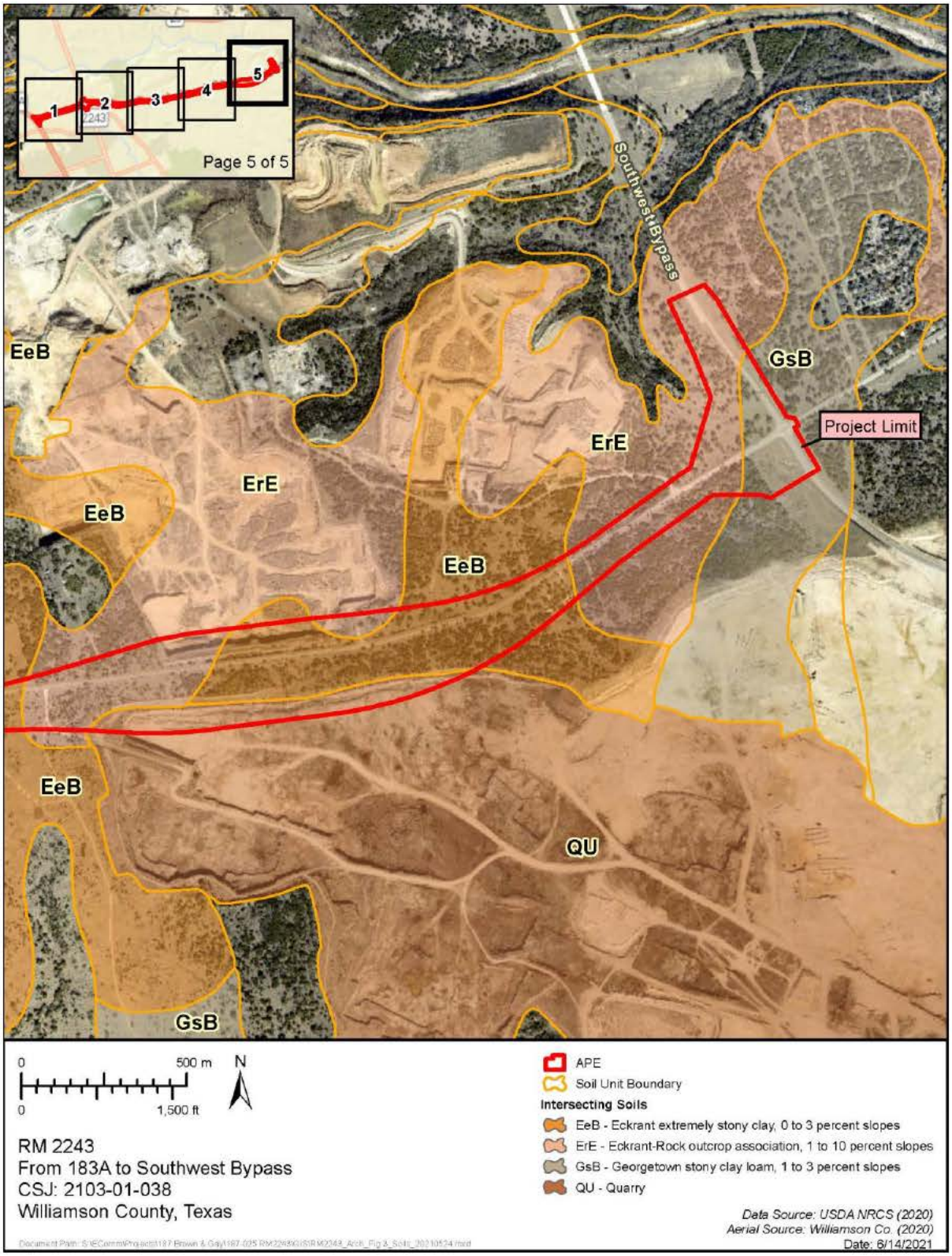


Figure 12. Soils within the APE (5 of 5).

Figure redacted

Figure 13. Records search results within 1 kilometer (0.62 miles) of the APE (1 of 4).

Figure redacted

Figure 14. Records search results within 1 kilometer (0.62 miles) of the APE (2 of 4).

Figure redacted

Figure 15. Records search results within 1 kilometer (0.62 miles) of the APE (3 of 4).

Figure redacted

Figure 16. Records search results within 1 kilometer (0.62 miles) of the APE (4 of 4).

Figure redacted

Figure 17. Records search results within 1 kilometer (0.62 miles) of the eastern limit of the APE.

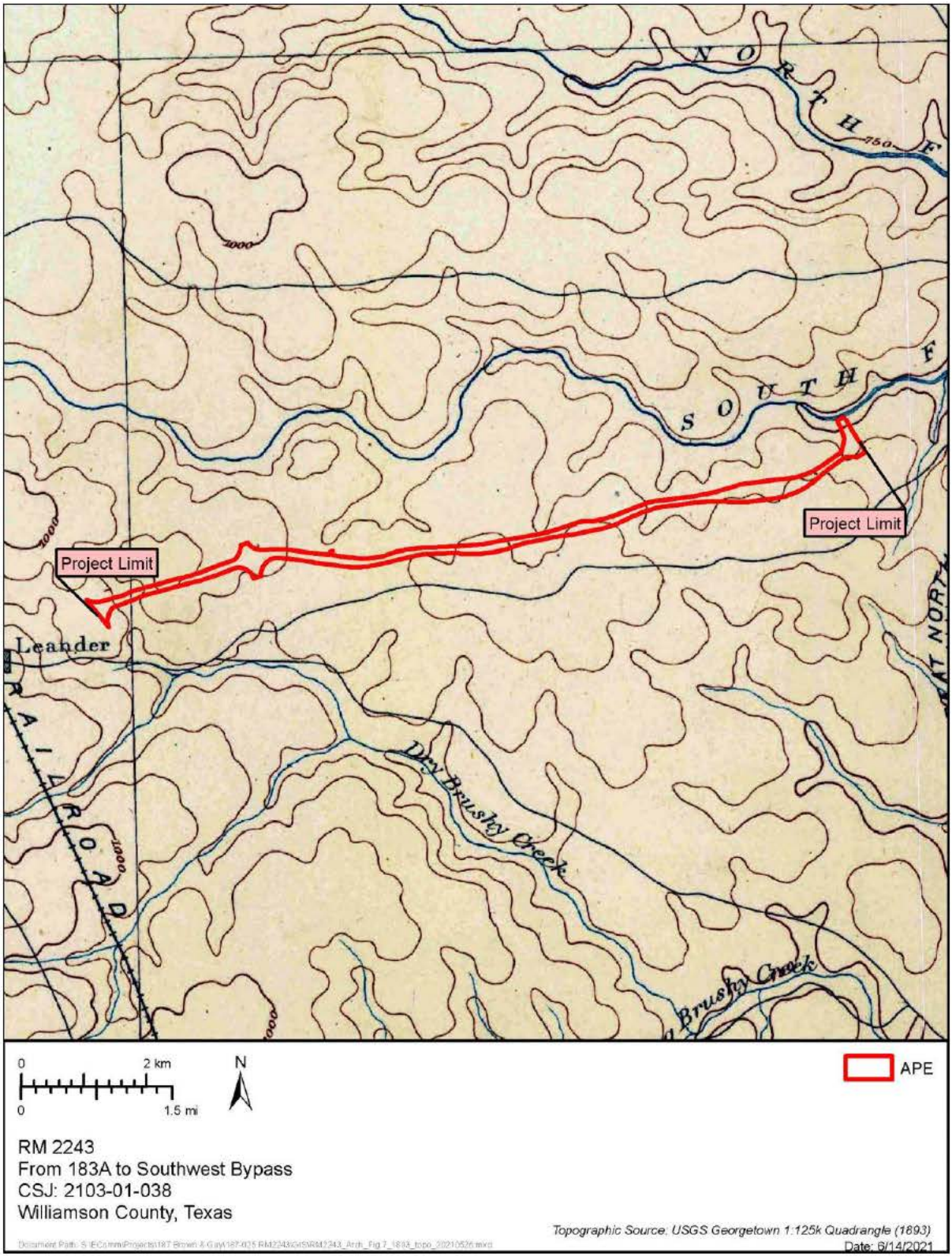


Figure 18. Historical topographic map (1893) with APE.

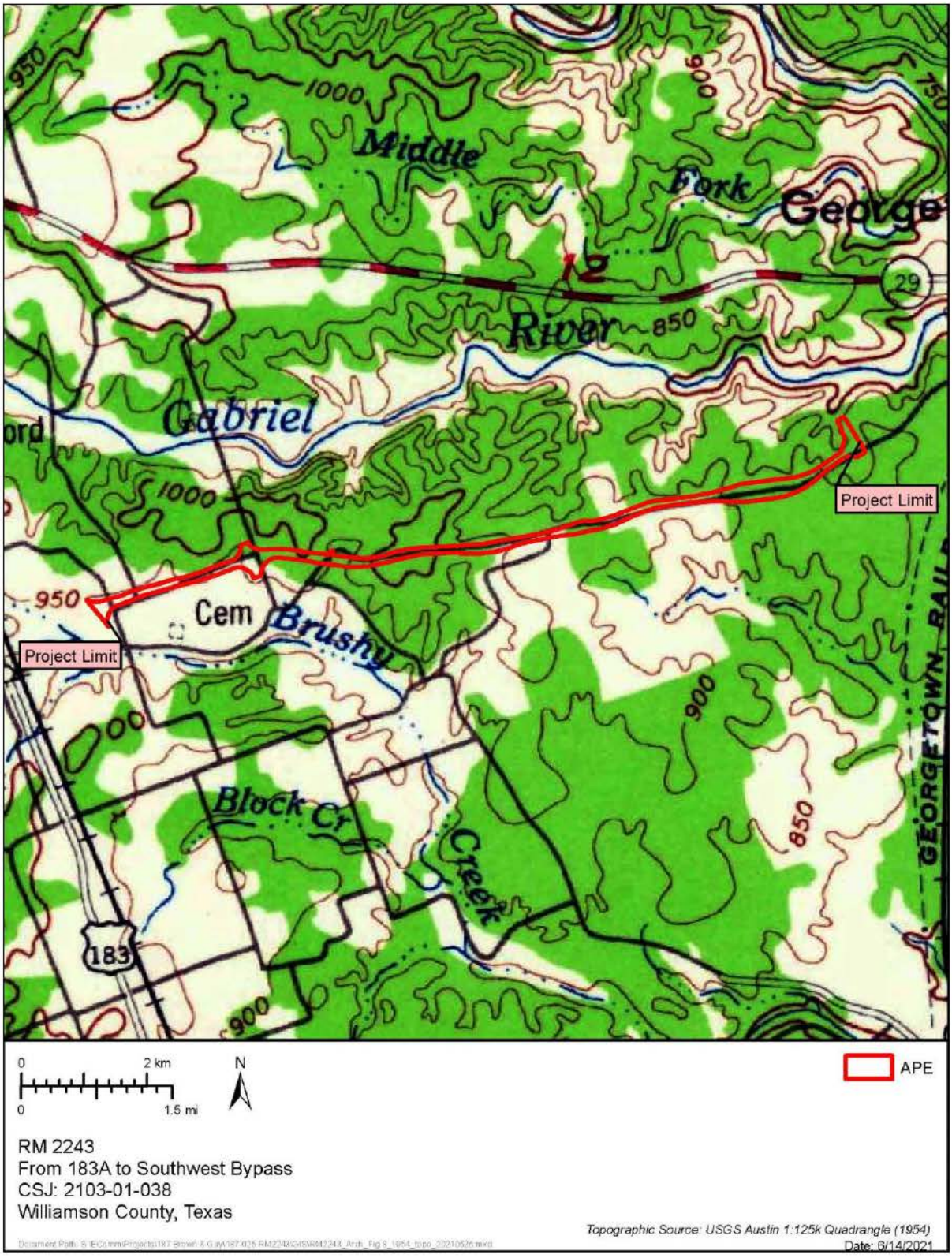


Figure 19. Historical topographic map (1954) with APE.

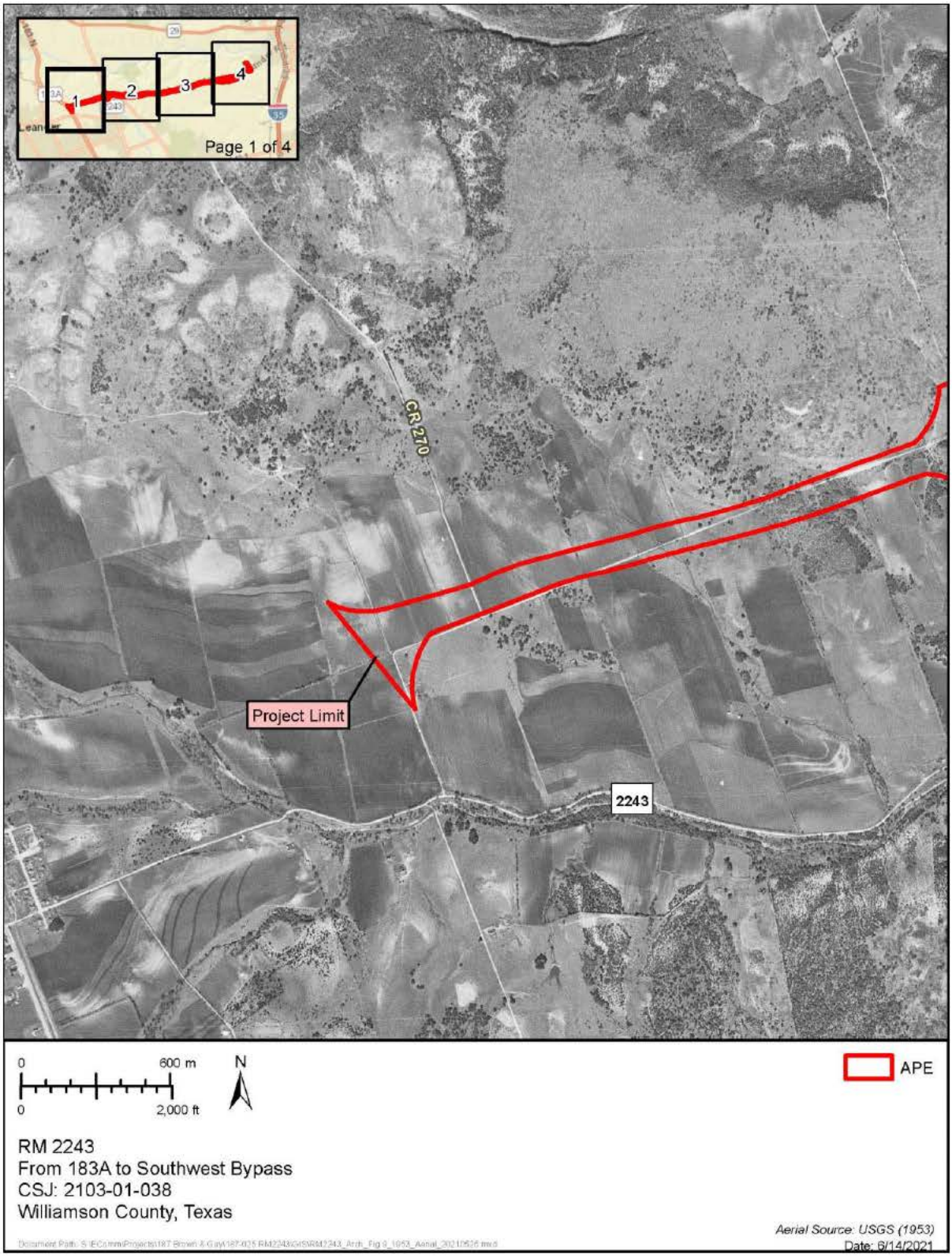


Figure 20. Historical aerial photograph (1953) with APE (1 of 4).

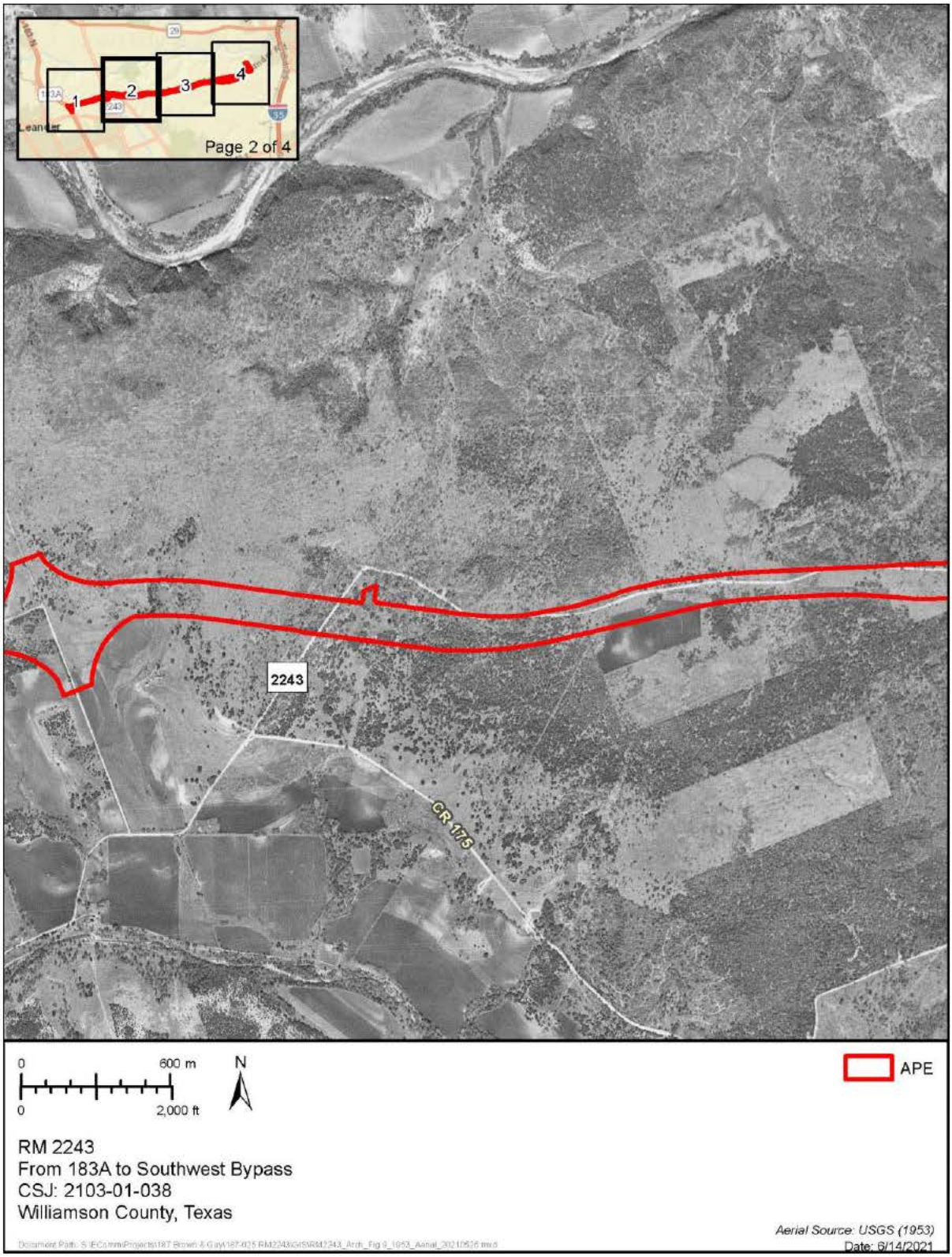


Figure 21. Historical aerial photograph (1953) with APE (2 of 4).

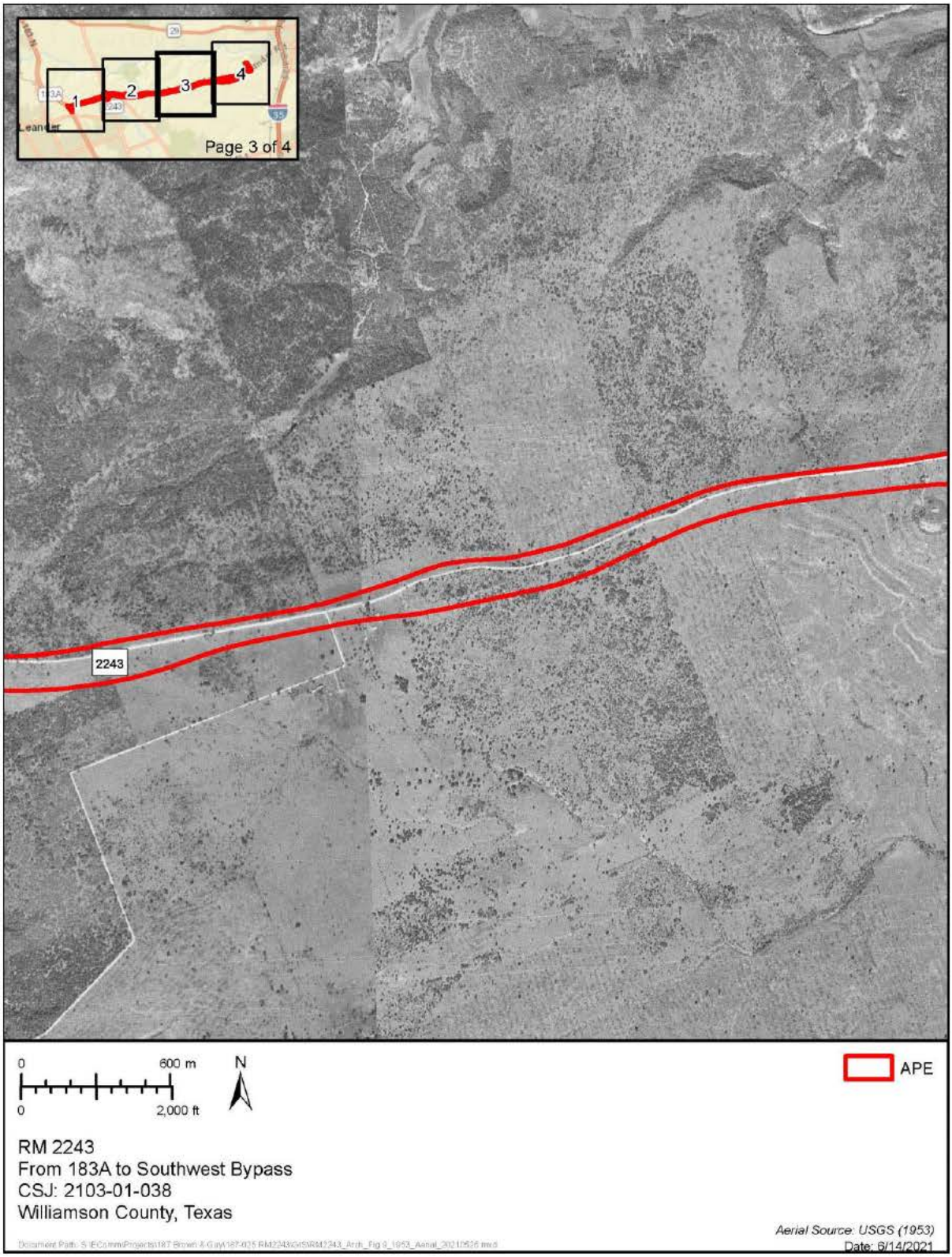


Figure 22. Historical aerial photograph (1953) with APE (3 of 4).

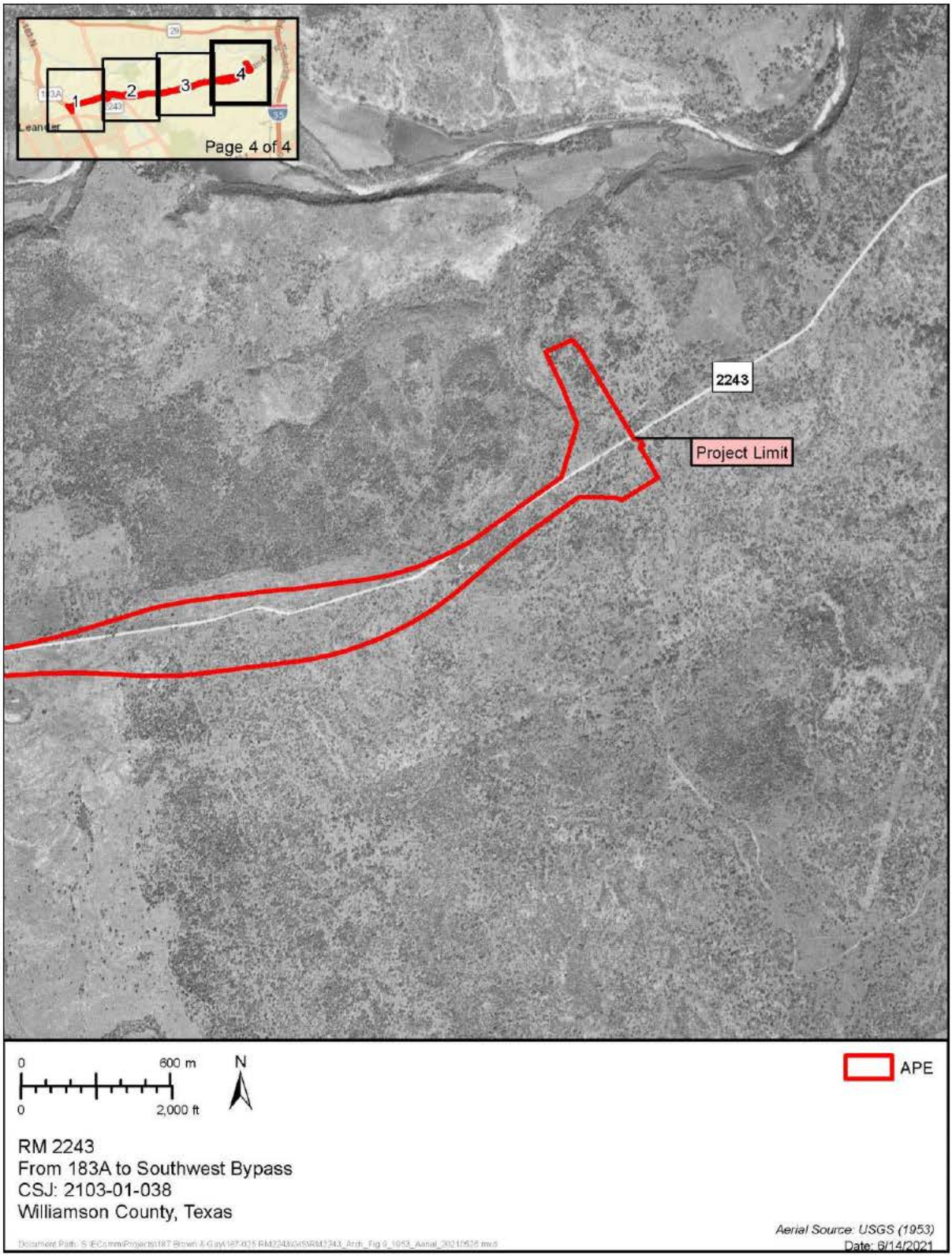


Figure 23. Historical aerial photograph (1953) with APE (4 of 4).

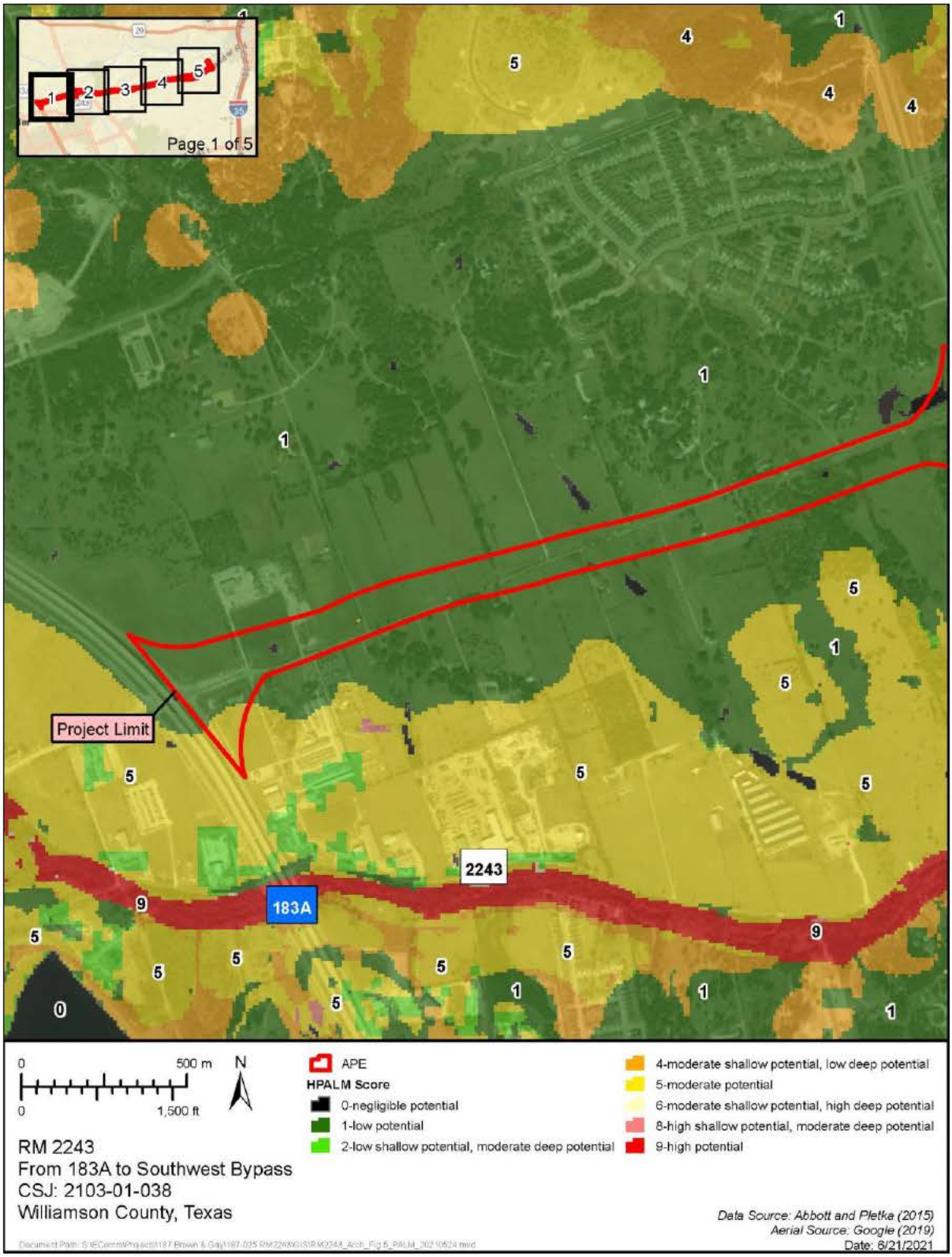


Figure 24. PALM map of the APE (1 of 5).

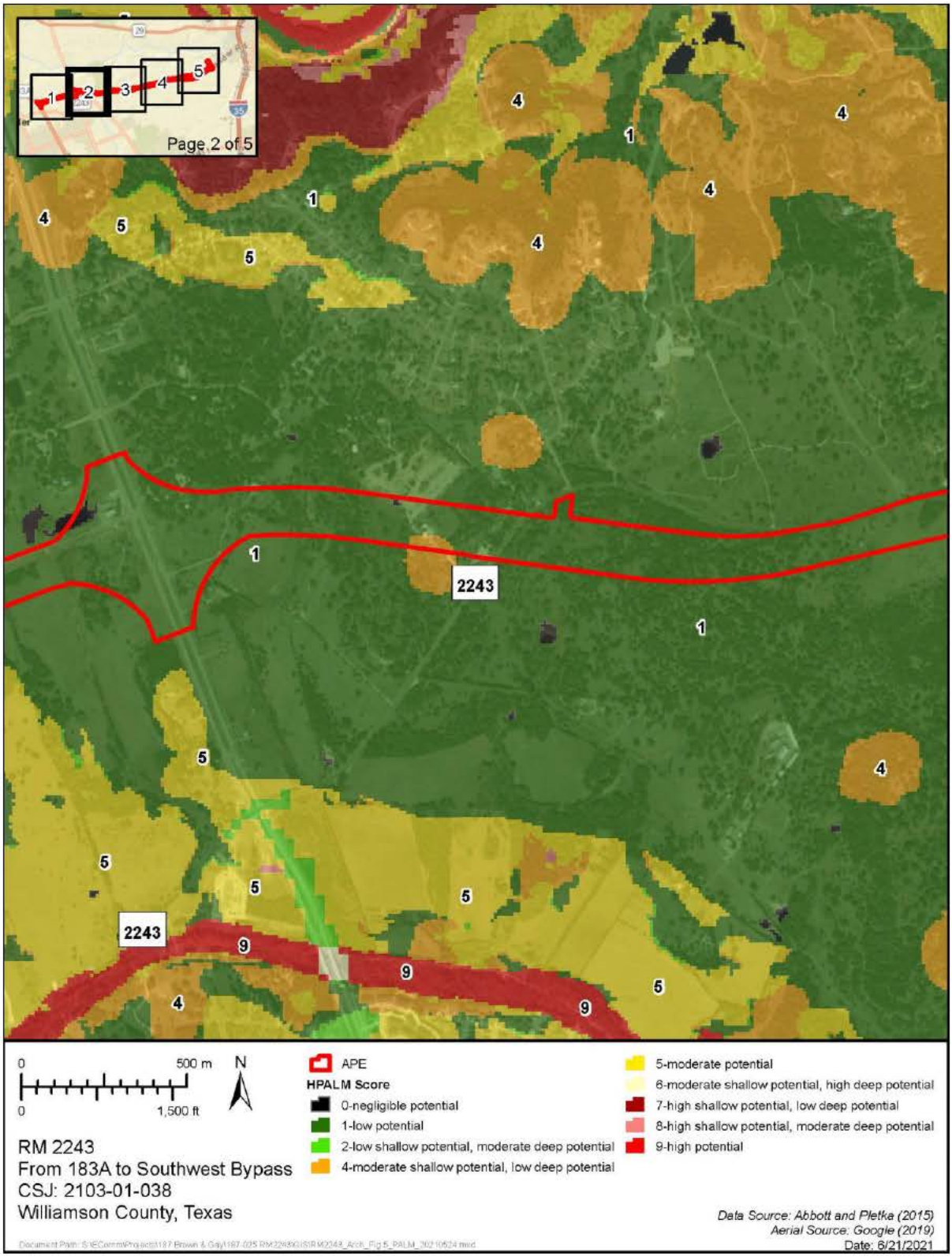


Figure 25. PALM map of the APE (2 of 5).

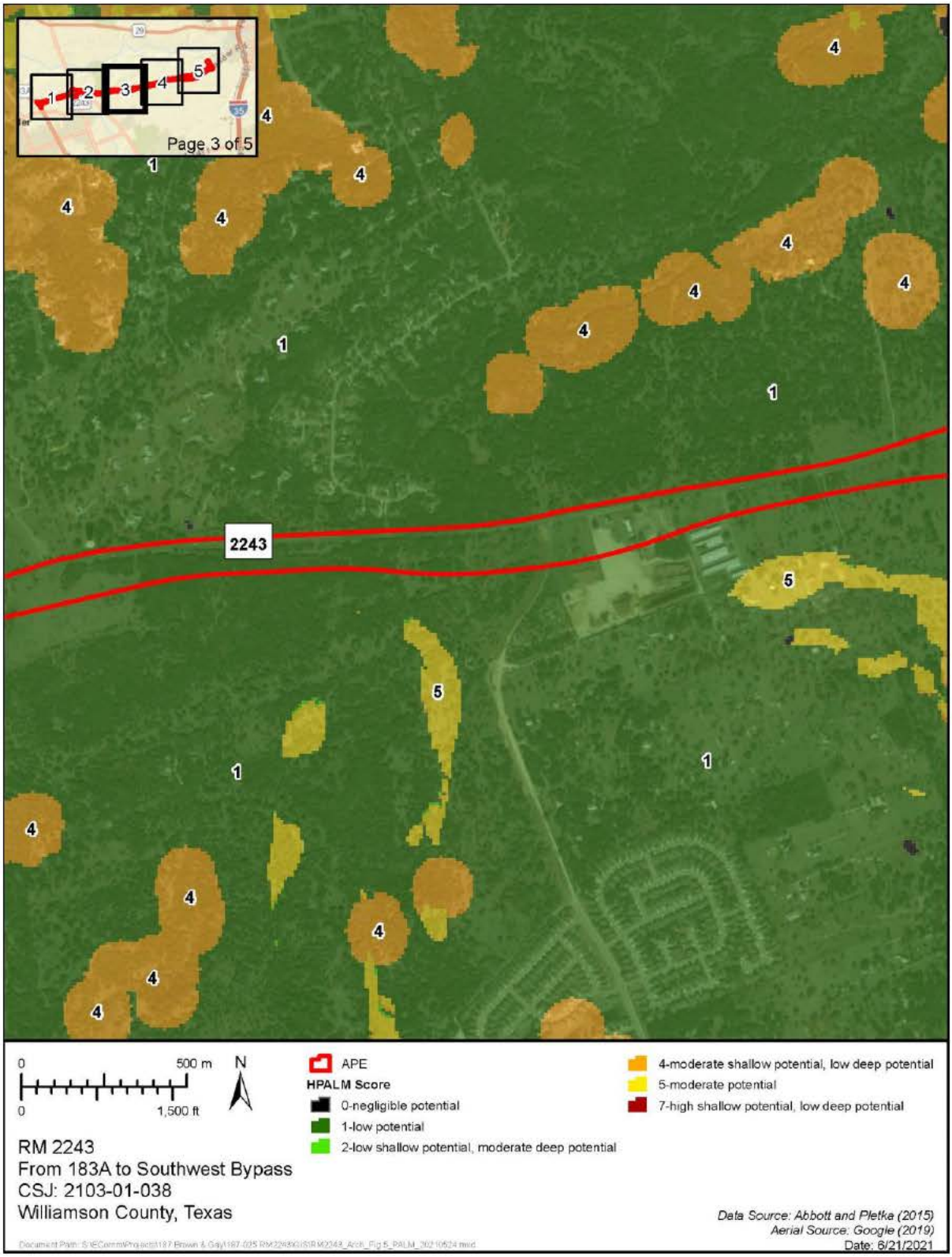


Figure 26. PALM map of the APE (3 of 5).

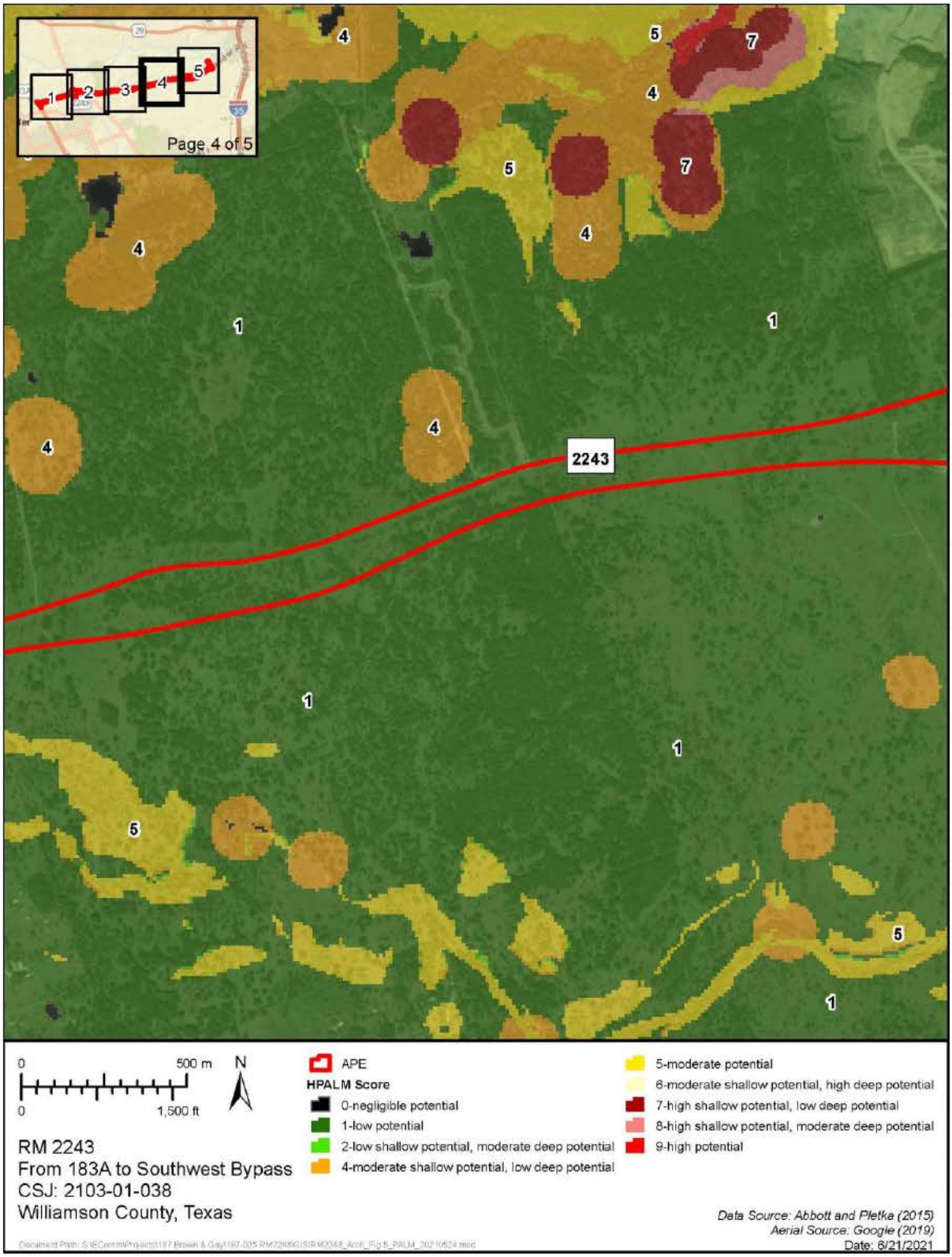


Figure 27. PALM map of the APE (4 of 5).

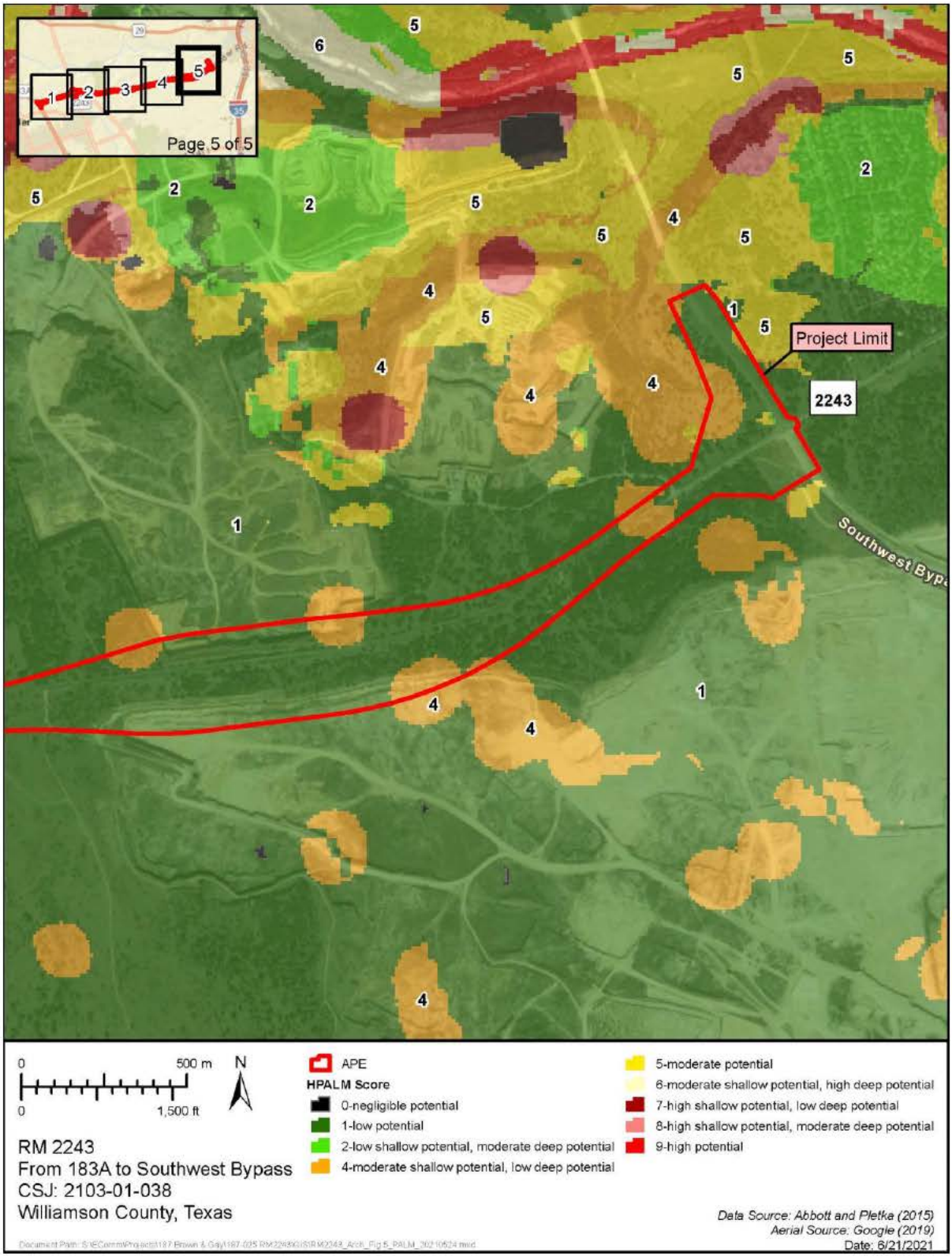


Figure 28. PALM map of the APE (5 of 5).

Figure redacted

Figure 29. Recommended survey area within the APE (1 of 4).

Figure redacted

Figure 30. Recommended survey area within the APE (2 of 4).

Figure redacted

Figure 31. Recommended survey area within the APE (3 of 4).

Figure redacted

Figure 32. Recommended survey area within the APE (4 of 4).

Figure redacted

Figure 33. Recommended survey area - eastern limit of APE.

Commissioners Court - Regular Session **41.**

Meeting Date: 08/03/2021

CR 404 Realignment RPS Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 1 to the CR 404 Realignment contract between Williamson County and RPS Infrastructure, Inc. relating to the 2019 Road Bond Program.
Project: P391 Fund Source: Road Bonds

Background

RPS Contract Amendment No. 1 increases the contract cap by $140,000.00 from the original amount of $500,000.00 to $640,000.00. The increase will allow for the execution of Work Authorization #2 for schematic and PS&E design.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR404-RPS-ContractAmendment1

CR404-RPS-WA2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 11:49 AM
Form Started By: Marie Walters		Started On: 07/29/2021 11:19 AM
Final Approval Date: 07/29/2021		

DocuSign Envelope ID: AE785E76-9704-41F7-99D7-58190DB2AEB9

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY LONG RANGE TRANSPORTATION CORRIDOR PROJECT:
CR 404 Realignment ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and RPS Infrastructure, Inc. (RPS) (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective April 20, 2021 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $500,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $500,000.00 to $640,000.00.

II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D).

All other terms of the Contract are unchanged and will remain in full force and effect.

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IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: DocuSigned by: _____
1B8E5DC6FE684F2...
Signature

Doug Matthys
Printed Name

Chief Executive Officer North America
Title

7/29/2021
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

7/29/2021

DocuSign Envelope ID: AE785E76-9704-41F7-99D7-58190DB2AEB9

EXHIBIT D - RATE SCHEDULE

CR 404 Realignment

RPS Infrastructure, Inc.	
CATEGORY	**RATE**
Principal	$300
Team Leader / Office Leader	$280
Senior Project Manager	$255
Project Manager	$240
Senior Project Engineer	$195
Senior Designer	$170
Project Engineer	$140
Associate Engineer	$125
Environmental Department Manager	$288
Senior Environmental Planner	$270
Principal Consultant	$205
Consultant III	$145
Environmental Scientist	$155
Environmental Planner II	$120
Environmental Planner I	$110
Senior Transportation Planner	$170
Transportation Planner II	$140
Transportation Planner I	$110
3D Graphics Designer	$155
Designer/CAD Tech	$100
Project Accountant	$100
Project Administrator	$90
Administrative Assistant	$80
DIRECT EXPENSES	
Photocopies B/W (8.5x11)	$0.12 Per Sheet
Photocopies B/W (11x17)	$0.25 Per Sheet
Photocopies Color (8.5x11)	$0.75 Per Sheet
Photocopies Color (11x17)	$1.50 Per Sheet
Plots (B/W on Bond)	$0.80 Per Square Foot
Plots (Color on Bond)	$1.75 Per Square Foot
Plots (Color on Photographic Paper)	$4.00 Per Square Foot

New

New



DocuSign Envelope ID: AE785E76-9704-41F7-99D7-58190DB2AEB9

Expenses will be reimbursed based on Exhibit E – Vendor reimbursement policy in contract.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D - RATE SCHEDULE

CR 404 Realignment

Surveying And Mapping, LLC	
CATEGORY	**RATE**
Principal	$215.00
RPLS Project Manager	$175.00
RPLS Task Leader	$158.00
Senior Survey Technician	$110.00
Survey Technician	$98.00
2-Person Survey Crew	$155.00
3-Person Survey Crew	$195.00
Administration/Clerical Support	$70.00
Senior Project Manager (Geospatial)	$205.00
Project/Acquisition Manager (Geospatial)	$175.00
Pilot	$130.00
Two (2) Person UAS Crew – Unmanned Pilot & Observer	$195.00
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	$325.00
Photogrammetrist/Project Lead	$120.00
Acquisition/Calibration/Aerial Triangulation Technician	$105.00
LiDAR/Photogrammetry Technician	$98.00
Sr. Project Manager (SUE)	$190.00
Project Manager (SUE)	$175.00
Senior Engineer (PE)	$161.00
Engineer	$130.00
Graduate Engineer	$110.00
Senior Utility Coordinator	$159.00
Utility Coordinator	$136.00
Jr. Utility Coordinator	$110.00
Sr. Engineer Tech	$120.00
Engineer Tech	$99.00
Field Coordinator	$110.00
Three (3) Person SUE Locating Crew (W/Equipment)	$297.00
Two (2) Person SUE Field Crew (W/Equipment)	$190.00
One (1) Person SUE Designating Crew (W/Equipment)	$100.00

DIRECT EXPENSES	
GPS Receiver	$25.00 Per Hour
ATV or Utility Vehicle	$75.00 Per Day
Terrestrial Laser Scanner	$35.00 Per Hour
Ground Target (Includes paint, panel material, etc.)	$25.00 Each
Primary Control Monument (materials/supplies)	$90.00 Each
Aerial LiDAR System 1560I (Equipment Only)	$1,300.00 Per Hour
Aerial LiDAR System HARRIER 68I (Equipment Only)	$700.00 Per Hour
Mobile Mapping System	$950.00 Per Hour
Mobile Mapping Equipment Stand-by-Fee (Equipment Only)	$200.00 Per Hour
HDS Laser Scanner	$100.00 Per Hour
High Rail Equipped Vehicle	$10.00 Per Hour
Weather Station	$10.00 Per Hour
Oblique HD Camera System – Manned Aircraft	$30.00 Per Hour
Video Camera System – Manned Aircraft	$5.00 Per Hour
360° Camera System – Terrestrial or Marine Stand Alone	$100.00 Per Hour
Helicopter (Turbine Engine Powered)	$1,450.00 Per Hour
Helicopter (Reciprocal Engine Powered)	$850.00 Per Hour
Fixed Wing Twin Engine	$960.00 Per Hour
Fixed Wing Single Engine	$600.00 Per Hour
M600 Unmanned Aerial System – Video/Still Photos	$150.00 Per Hour
M600 UAS Standby – Video/Still Photos	$75.00 Per Hour
Heavy Left Unmanned Aerial System – IR/Corona/LiDAR	$500.00 Per Hour
Heavy Left UAS Standby – IR/Corona/LiDAR	$200.00 Per Hour
GPS Receiver (Equipment Only)	$25.00 Per Hour
Geospatial Work Station	$15.00 Per Hour
Mileage	Current IRS Rate
Vac Crew Rate	$258.00 Per Hour
Mobilization (Vac Truck)	$157.00 Per Hour
Backfill Material (Select Fill dirt)	$50.00 Per Yard
Backfill Material (Flowable Fill/4 yard minimum)	$500 Per 4 Yards
Backfill Labor (Includes pneumatic tamping in 6-in lifts)	$89.00 per hour/per man
Chase Truck (required for safety and/or materials)	$21.00 Per Hour
Ground Penetrating Radar (Added to Designating Crew Rate)	$415.00 Per Day
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder)	$37.00 Per Day



Flashing Arrow Board (warning signs w/stands and traffic cones)	$40.00 Per Day
Geophysical Locating Equipment	$21.00 Per Day
Coring Rig	$366.00 Per Day
Agency As-built Information (Reproduction) Fees	$10.00 Per Copy
Additional Vehicle	$210.00 Per Day
Mobilization/Demobilization Fee (Less that 200 miles)	$600.00 each



Expenses will be reimbursed based on Exhibit E – Vendor reimbursement policy in contract.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

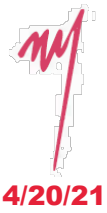
EXHIBIT D - RATE SCHEDULE

CR 404 Realignment

AmaTerra Environmental, Inc.	
CATEGORY	**RATE**
Principal	$226.50
Team Leader / Office Leader	$132.10
Senior Project Manager	$125.34
Project Manager	$111.18
Project Accountant	$101.60
Project Administrator	$80.32
Administrative Assistant	$79.06
Historical Architect/Historian IV	$128.69
Architectural Historian/Historian III	$107.05
Architectural Historian/Historian II	$80.32
Architectural Historian/Historian I	$61.26
Archeologist VI/Sr Principal Investigator	$113.15
Archeologist V/Jr. PI	$88.04
Archeologist IV/Project Archeologist	$72.11
Archeologist III/Field Director	$71.39
Archeologist II/Crew Chief	$63.75
Archeologist I/Technician	$57.21
GIS Specialist	$89.52
GIS Technician/Illustrator/Drafter	$68.49
Document Production Spvr	$79.06
Editor	$70.80
DIRECT EXPENSES	
Photocopies B/W (8.5x11) *(produced In-house)*	$0.10 Per Sheet
Photocopies B/W (11x17) *(produced In-house)*	$0.10 Per Sheet
Photocopies Color (8.5x11) *(produced In-house)*	$1.00 Per Sheet
Photocopies Color (11x17) *(produced In-house)*	$1.00 Per Sheet
Archeological Site Fee *	$96.00 per site
Curation: Records*	$455.00 per 1.5 linear inches
Curation: Artifacts*	$1,172.50 per box (0.5 cu ft)
GPS Rental	$50.00 per day

4/20/21

Trimble Rental	$150.00 per day
Backhoe rental w/ operator	$1,500 per day
Field supplies	$50 per unit



*__NOTE:__ *These are fees set by the Texas Archeological Research Lab (TARL) at the University of Texas and are 100% pass-through costs with no markup.*

Expenses will be reimbursed based on Exhibit E – Vendor reimbursement policy in contract.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D – RATE SCHEDULE
CR 404 Realignment

Raba Kistner Consultants, Inc.

Principal……..	$ 220.00
Senior Geotechnical Engineer……	$ 195.00
Project Manager ……	$ 185.00
Geotechnical Engineer…….	$ 165.00
Engineer in Training…….	$ 135.00
Geologist ……	$ 120.00
Geotechnical Logger…….	$ 110.00
CADD Technician……	$ 95.00
Senior Geotechnical Engineering Technician…….	$ 80.00
Geotechnical Laboratory Technician……	$ 75.00
Geotechnical Engineering Technician……	$ 70.00
Admin/Clerical…….	$ 60.00

Direct Expenses

8 ½" x 11" b/w Paper Copies……	$ 0.21 per page
11" x 17" b/w Paper Copies…….	$ 0.31 per page
8 ½" x 11" color Paper Copies…….	$ 0.38 per page
11" x 17" color Paper Copies……	$ 0.45 per page
Drill Rig Mobilization (min charge)…….	$ 495.00 each
Drill Rig Mobilization…….	$ 6.50 per mile
Logger Truck ……	$ 0.85 per mile
Drilling & Sampling (Cohesive/Granular Soils)….	$ 19.50 per ft
Hollow Stem Drilling (Granular Soils)….	$ 28.00 per ft
Drilling & Sampling (Soft Rock - Limestone)……	$ 35.00 per ft
Drilling & Sampling (Hard Rock - Limestone)……	$ 42.00 per ft
Texas Cone Penetrometer……	$ 25.00 per test
Standard Penetration Testing……	$ 20.00 per test
Bentonite Backfill……	$ 3.50 per ft
Driller Standby ……	$ 195.00 per hour
Lab Testing (Moisture Content)……	$ 15.00 per test
Lab Testing (Atterberg Limit)……	$ 105.00 per test
Lab Testing (Percent Passing No. 200 Sieve) …	$ 58.00 per test
Lab Testing (Sieve Analysis) ……	$ 85.00 per test
Lab Testing (Hydrometer) ……	$ 355.00 per test
Lab Testing (Corrosivity: Chloride,pH,Resisitivity)	$ 175.00 per test
Lab Testing (Unconfined Compression –Soil)……	$ 32.00 per test
Lab Testing (Unconfined Compression – Rock)…	$ 38.00 per test
Lab Testing (Sulfate Testing)……	$ 98.00 per test
Lab Testing (Lime Series Curve) ……	$ 410.00 per test
Lab Testing (Moisture/Density Test)……	$ 295.00 per test
Lab Testing (Resilient Modulus) ……	$ 1,800.00 per test
Lab Testing (California Bearing Ratio Test)……	$ 185.00 per test

4/20/21

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WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD BOND PROJECT:
RFQ T3158-CR 404 REALIGNMENT

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 14, 2021 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and RPS Infrastructure, 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 **$504,918.37**.

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 January 31, 2022. 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

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EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By: DocuSigned by: 1B8E5DC6FE684F2...	By:
Signature	Signature
Doug Matthys	
Printed Name	Printed Name
Chief Executive Officer North America	
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

7/29/2021

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ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR CR 404 REALIGNMENT PS&E

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. 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).

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

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

6. 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.

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

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

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

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

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

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

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13. Send Right of Entry letters to property owners.

14. Provide preferred pavement structural section for evaluation

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ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
CR 404 REALIGNMENT SCHEMATIC & PS&E

PROJECT DESCRIPTION

Project Limits
New location Roadway from FM 3349 to CR 404.

Proposed Facility
Construct the interim roadway, a new 4 lane arterial roadway with shoulders.

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 (**6** 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. This includes QA/QC of all calculations, design spreadsheets, design inputs, data, sheets, estimates, and quantities throughout the project lifespan and each milestone submittal.

   d. Project Coordination & Administration:

      - Prepare for and attend weekly update meetings with the County's GEC.(26 meetings assumed)

      - 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.

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- 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 (**6** 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 obtaining 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.
- Review aerial photography and contours provided by Williamson County. County provided aerial photography and contours will be the basis for developing all constraints maps and route options. Obtain the existing schematic from the GEC.
- Right of Entry (**5** letters assumed):
- Develop list of parcels requiring ROE and priority parcels for the project team including surveying, geotechnical, environmental and drainage.
- Develop technical content for ROE request letter to be distributed to adjacent landowners
- Conduct a field investigation of the preferred route option and the surrounding area to determine field conditions including photographic record of notable existing features.

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- 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** meetings 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** meetings assumed).

c. Design Criteria:

- In accordance with the latest version of Williamson County design criteria, prepare a Design Summary Form and highlight any recommend changes to the approved design criteria.

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. SURVEYING

a. Design Surveying:

- Survey the area at approximately **50**-foot stations **25**-feet on either side of the proposed roadway right of way including identify existing landowners, deed recordation information, locate visible improvements and utilities including driveways, water wells, storage tanks, drainage structures (size, material, flowline elevations), edge of pavement/shoulder, physical centerline, guardrail, fences, signs, mailboxes, trees 8" inch diameter and greater, locate property boundaries sufficient to re-establish ROW.
- Establish horizontal and vertical control and set temporary benchmarks. (4 temporary Benchmarks to be set)

b. ROW Mapping

- Records Research and Deed Study will conduct research in the Williamson County Appraisal District offices to confirm property ownership for the 3 affected properties (subject properties). Concurrently, copies of the current deeds and any plats for all subject properties will be obtained from the County Clerks' records. Title Commitments, Title Reports, and any other form of records research beyond obtaining current deeds and plats will be provided by others. Obtaining any additional records (including easements, chain of title, or any encumbrances) is outside of this scope of services.
- Field Surveys will recover monuments marking the existing ROW lines (if any) and the front corners of the properties from which ROW is to be obtained and will tie to the project control. RPS will recover the corner or angle point monuments nearest to the proposed ROW on the sideline of each of the subject properties and these corners will be tied to the project control after ROE has been granted.

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- Boundary Analysis will analyze the results of the survey and perform computations related to the analysis. Location of the existing ROW lines and the side property lines of each of the subject properties will be determined
- Documents will be submitted in two rounds (preliminary and final). Preliminary ROW documents shall be submitted based upon found monumentation within the existing ROW. Final ROW documents shall be submitted at a later date once review comments have been received from the County.
- 5/8-inch iron rod with "Williamson County" aluminum caps will be set at PCs, PTs, angle points and at no greater than 1,000 foot intervals along tangents on the proposed right-of-way line (up to 15 total).
- Stake the proposed ROW and proposed centerline for the CR 404 realignment one (1) time for the 3 affected properties.

c. **Deliverables:**

- 2D Planimetrics & 3D DTM (Microstation V8i)
- GPK & TIN file
- 1-Foot Contour map in Microstation V8i DGN format
- Reference Deeds and Plats (PDF Format)
- One (1) copy of each Parcel Description/Plat on 8.5"x11" paper (signed/sealed by a Texas RPLS)
- Digital files (Microstation V8i) of all Parcel Plats
- PDF Field Book Copies
- ASCII file of points

4. SCHEMATIC DEVELOPMENT

a. Schematic:
- Prepare Preliminary & Final (Ultimate) Schematic submittal per Williamson County Schematic submittal checklist and selected design criteria.
- Design will be completed using County data and readily available internet data (contours, aerials, etc.)
- Preparing schematic level bridge structures for the preferred schematic route. Provide preliminary location of Abutments and Bents, including straddle bents. Engineer will also provide preliminary span lengths and superstructure depths. One route will be considered.
- Develop corridor 3D model using OpenRoads for the ultimate typical section to determine ROW footprint. Develop Roadway Cross Sections at 100-ft increments and display on a roll plot.

b. Prepare Engineering Cost Estimate
- Prepare Preliminary & Final Engineering Costs Estimate for the construction quantities covering all items of the proposed work. Preliminary estimates shall be calculated for each alternative identified.

Deliverables:

- Preliminary & Final Q Schematic including cost estimate.

5. DRAINAGE STUDY (**5** total cross drainage structures assumed)

a. Hydrologic Study & Modeling:

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Detail the criteria, methodologies, results and recommendations of the analysis.

- Collect, prepare and modify existing hydrologic & hydraulic models to reflect the existing, & proposed conditions. Compare and document the study results with existing studies or models from WCIDs, USACE, TWDB, cities, etc., if available.
- Provide existing and proposed condition drainage area maps.

b. Hydraulic Study & Modeling:

- Provide hydraulic models and/or calculations for the proposed structures and existing structures to remain.
- Document existing conditions including size, length, flowline elevations, scour, flooding, erosion or other notable conditions. Document source of hydraulic/channel cross sections.
- Prepare design of the right of way drainage system, including cross drainage structures, using appropriate software (HEC-RAS, HY-8, SWMM, Bentley or other approved hydraulic modeling software). Culverts will be sized hydraulically, all other design of ROW drainage including roadside ditches will be included in the PS&E (Section 9) Section.
- Compare and document the study results with existing studies or models from WCIDs, USACE, TWDB, cities, etc., if available.
- Minimum pavement elevations based on design event WSEL for cross drainage flood elevations.
- Determine the need for ROW or easements for the project. Coordinate with the County's GEC as needed to ensure that ROW, easements and the space required for the appropriate maintenance equipment, activities and personnel is provided.
- Provide electronic files for all data collected and any developed Hydrologic & Hydraulic models. Provide CAD and/or GIS files used in the study.

c. Impact and Mitigation Analysis:

- Provide documentation of all adverse impacts resulting from the proposed facility in proposed condition. Provide a comparison of existing vs proposed at each outfall from the project area.
- Coordinate with the County's GEC as needed to ensure that proposed mitigation and/or detention facilities are in an acceptable location and have acceptable maintenance access and safety features. Provide landscaping setbacks, if requested. Criteria for this determination will be based, in part, on drainage information provided by the Engineer and on the existing and proposed design for the project area.
- Provide plans to mitigate adverse impacts to nearby buildings, property access points, and runoff patterns.
- If detention is required, provide routing analysis of storm hydrographs for the proposed condition. Design stormwater control structures, detention basin layouts and details and provide a detailed maintenance plan.
- Calculate the volume of fill to be placed in the 100-year floodplain and recommend locations for compensatory storage.

d. **Deliverables:**

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- Preliminary & Final Drainage Report (Ultimate and Interim Design)
- Provide electronic files for all data collected and any developed Hydrologic & Hydraulic models. Provide CAD and/or GIS files used in the study.

6. ENVIRONMENTAL SERVICES

a. Data Collection & Field Reconnaissance:

- Obtain and update periodically publicly available information including but not limited to: locations of public buildings (schools, churches, cemeteries, parks), aerial photography, National Wetland Inventory Maps, County Soil Survey Maps, TCEQ & EPA Hazardous Materials Database Information, Vegetation Information, Environmental Information from the appropriate local, state, or federal agencies, Threatened & Endangered Species Information.
- Conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the project corridor.
- Conduct field reconnaissance to visually inspect the project site for additional risks and field verify any environmental risks identified by the regulatory records review.

b. Constraints Mapping

- Develop a constraints map that includes environmental resources, known constraints (structures, floodplain, karst features), cultural and historic resources, hazardous material sites, aerial photography, contour information, utility information, that is based on research of public databases and sources.

c. County Due Diligence:

- The Environmental Services will include studies and documentation required, per the Williamson County Environmental Protocol, for the various regulating authorities, including the Texas Historical Commission (THC), U.S. Army Corp of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), and Williamson County Conservation Foundation (WCCF). The intention of the Environmental Services is to attain necessary clearance letters and approvals in order to proceed with the proposed project.

d. Section 404 Clean Water Act Compliance:

- Conduct a site visit that will delineate wetland boundaries and ordinary high-water marks of jurisdictional waters within the project ROW. It is anticipated that this project will be covered under a Nationwide Permit (NWP 14) without a pre-construction notification (PCN).
- Prepare a Jurisdictional Waters Delineation Report identifying specific impacts of the project on the Waters of the U.S. (including special aquatic sites), measures to minimize the impacts will be identified, and discuss applicable Section 404 options in accordance with current permits and conditions based on data collection and field reconnaissance.
- *If it is determined, after the Jurisdictional Waters Delineation Report, that a PCN is required; a supplemental work authorization would be required. The Jurisdictional Waters Delineation Report and NWP with PCN are subject to the U.S. Army Corps of Engineers Forth Worth District review and issuance of a permit.*

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e. Historical Site Compliance:

- If necessary, prepare a historic building survey that will follow the Secretary of the Interior's Standards and guidelines for Archeology and Historic Preservation and document historic buildings and structures within the Area of Potential Effect based on data collection and field reconnaissance.

f. Phase I Environmental Site Assessment:

- Prepare a Hazardous Materials Initial Site Assessment (ISA) based on the data collection and field reconnaissance conducted and identify potential hazardous material sites that may be impacted by the proposed project.

g. Texas Antiquities Code (TAC) Compliance:

- Prepare a Project Initiation Letter, Texas Antiquities Permit Application, and Associated Scope of Work based on data collection and field reconnaissance.
- Conduct a background survey and report of sufficient intensity to determine the nature, extent, and potential significance of any cultural resources located within the Area of Potential Effect in accordance with full report guidelines as outlined by the Texas Historical Commissions Rules of Practice and Procedures.
- Coordination with Texas Historical Commission including submittals to Texas Historical Commission and project records to the appropriate curation facility per Texas Historical Commission requirements.

h. TxDOT Categorical Exclusion (CE) Environmental Clearances:

- Prepare environmental documentation utilizing the appropriate outline in accordance with TxDOT's Environmental Manual, Title 23, Part 771, 772, FHWA's Technical Advisory T6640.8A, TxDOT's 1996 Noise Guidelines, and TxDOT 1998 Air Guidelines. Information needed for the TxDOT clearance is anticipated to be required only for the work in TxDOT ROW.
- Per TxDOT's Environmental Compliance Oversight System (ECOS), it is assumed a Work Plan Development (WPD) process would determine the appropriate technical documentation in support of and in compliance with the National Environmental Policy Act (NEPA).
- All TxDOT environmental documentation would be performed in accordance with up-to-date Environmental Compliance Toolkits.

Deliverables:

Williamson County Due Diligence

- Draft and Final Environmental Constraints Map
- Draft & Final Phase I Environmental Site Assessment
- Draft & Final Aquatic Resources Delineation Report
- Draft & Final Historic Building Survey
- Draft & Final Texas Antiquities Permit Application Associated Scope of Work and Report

TxDOT Environmental Documentation

- Draft & Final TxDOT WPD I and II
- Draft & Final TxDOT Tier I Site Assessment
- Draft and Final TxDOT Hazardous Materials Initial Site Assessment

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7. GEOTECHNICAL SERVICES

a. Soil Borings:

- Perform **five** (**5**) pavement borings spaced approximately at 0.25 miles to a depth of (15) feet.
- Develop soil boring layout for approval by the County prior to mobilization.

b. Geotech Report:

- Perform a Geotechnical Investigation Report for the project evaluated by a professional geotechnical engineer Licensed in the State of Texas. The following items will be included in the geotechnical report: soil boring locations, boring logs (TxDOT WinCore output graphs/format), and plan of borings, subsurface exploration procedures, encountered subsurface conditions, field and laboratory test results, description of surface and subsurface conditions, groundwater conditions, analysis and recommendations for settlement, general earthwork recommendations, swell potential evaluations, pavement thickness design alternatives with subgrade stabilization, and PVR calculations. Provide Soil Core Hole Drilling required for pavement borings. Follow the procedures in the Williamson County Design Criteria Manual and contact the appropriate utility location services to have underground utilities located prior to drilling in an area.
- Perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include but not limited to moisture content, liquid limit, plastic limit, unconfined compression, Texas Triaxial, resilient modulus, and free swell, sulfate testing, and particle size analysis tests, visual classification, dry density, California Bearing Ratio (CBR) tests, sulfate content tests, lime series analyses.
- Perform a pavement condition assessment consisting of field inspection on existing pavement conditions and all other pertinent features that could affect the pavement design including observations of subsurface water.

c. Pavement Design:

- Analyze County provided pavement structural sections to verify that they will work for the projects soil conditions
- Create a Pavement design technical memo of the County provided Pavement structural section based on field testing, subsequent laboratory testing, following the format noted in the Williamson County Design Criteria Manual.

Deliverables:

- Preliminary and Final Pavement technical memo.
- Draft & Final Geotech Investigation Report

8. PLAN PREPARATION (PS&E) SERVICES

Prepare plans per the current Williamson County Design Criteria Manual including applicable submittal requirements including cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, specifications, updated design schedule, construction time determination. The engineer will develop and submit these Plans, Specifications & Estimates (PS&E) at 60%, 90%, 100% and Final Design.

a. Roadway/General:

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- Title Sheet
  - Prepare a project title sheet as required for the construction plans, utilizing the template provided by the County.
- Index of Sheets
  - Prepare an index sheet(s) that shows each sheets location in the plan set.
- Project Layout
  - Prepare a project layout sheet(s) that clearly indicates the limits of the entire project.
- Typical Sections
  - Prepare typical section(s) for all proposed and existing roadways and cross streets.
- General Notes
  - Prepare general notes for applicable project-specific items, utilizing the master general notes provided by the County.
- Survey data
  - Prepare benchmark layout sheet(s) that clearly indicate the benchmark locations and associated control information.
- Horizontal Alignment Data
  - Prepare horizontal alignment data sheet(s) that depict the horizontal geometric information for the roadways to be included in the construction plan set.
- Summary Sheets
  - Prepare summary sheet(s) that tabulate, combine, and summarize quantities of the various construction items.
- Roadway Plan & Profiles
  - Prepare roadway plan and profile sheets that depict the proposed construction and clearly identify any required removals.
- Side Street/Intersection Plans
  - Side Street/Intersections layouts sheets will be prepared for up to **three** (**3**) locations.
  - Provide contours or details of drainage patterns for street intersections including slope or elevations along edge of pavement to avoid ponding at intersections. Where applicable, provide details of volume of flow and velocity through intersections.
- Driveways
  - Prepare driveway profiles/culverts for each driveway along the project corridor. When possible, these driveways will be defined in a tabular format. Non-typical driveways may require special details.
  - Where applicable, provide details of volume of flow and velocity across driveway intersections.
- Miscellaneous
  - Develop miscellaneous roadway detail sheets for the project that depict details required, which are not defined in standard detail sheets.

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- Cross Sections
  - Develop a 3D corridor model using OpenRoads for the interim typical section and cross sections at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry.

b. Traffic Control:

- Traffic Control Plans (TCP)
  - Prepare traffic control typical section(s) for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction.
  - Prepare a detailed narrative for the sequence of construction and traffic control general notes utilizing the sequence approved during the schematic phase. Any changes to the sequence of construction will be approved by the County prior to developing detailed TCP layouts.
  - Construction sequence plan and temporary drainage plan will be analyzed and described in narrative, typical sections, and standards. Layout sheets will only be provided at intersections.
  - Prepare detailed TCP intersection staging plans for each phase in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
  - Develop traffic control detail(s) for items not covered by County or TxDOT standard details, including providing safe access to each property along the proposed route during all phases of construction.
  - Include County and TxDOT standard details in the PS&E package as appropriate.
  - Compute an Engineer's opinion of construction schedule in order to determine an approximate duration for each of the phases of construction.

c. Drainage:

- Drainage Area Maps
  - Develop existing and proposed external drainage area maps to show the overall project and drainage basin divides.
- Culvert Layout Sheets
  - Develop culvert layout sheets at all the major crossing locations, up to **five** (**5**) locations.
- Hydraulic Data Sheets
  - Develop a hydraulic data sheet at all the major crossing locations using HY-8 or HEC-RAS software.
- Culvert Standards and Detail Sheets
  - Select culvert standards based on headwall configuration and fill conditions. Develop details as needed for non-standard headwalls, special grading at upstream and downstream transitions and energy dissipation.
- Roadside Ditch Design
  - Prepare interior drainage area maps that depict drainage area boundaries and flow direction arrows. Each area will be identified and cross-referenced to the calculation sheets.

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- Calculate run-off to each hydraulic crossing or driveway culvert(s) and ditch hydraulic information in accordance with Williamson County Design Criteria Manual and shown on the run-off and ditch computation sheets.
- Prepare a tabular ditch layout schedule that depicts pertinent information about the roadside ditch geometry and design. This table will include station, offset, flow line elevation, velocity, ditch lining material, as well as ditch bottom width. The tables will be shown on the hydraulic data sheets.
- Provide drainage design details for "non-standard" drainage structures in instances where they are not covered by County or TxDOT standard details. Use County or TxDOT standards details where practical.
- Identify areas of the culvert construction that will require trench protection or special shoring.

d. Signing and Pavement Markings Layouts:

- Prepare signing and pavement marking layouts.
- Prepare pavement marking details for non-standard conditions.
- Prepare detail sheets for small signs for non-standard signs.

e. Stormwater Pollution Prevention Plan (SW3P):

- Develop SW3P narrative in conformance with the TCP to minimize potential impacts to receiving waterways and prepare the TxDOT SW3P information sheet.
- Prepare Temporary Erosion Control Layouts to minimize potential impact to receiving waterways
- Include County and TxDOT standard details in the PS&E package as appropriate.

f. Engineer's Cost Estimate:

- Develop engineers estimate construction cost estimate based on tabulated summary of quantities and current average low bid unit prices for each design submittal (60%, 90%, 100% & Final PS&E).

g. Project Manual:

- Develop the project bid manual including latest edition of Williamson County bid information, bid form, contract requirements, plans and specifications for the 100% and Final design submittals.

h. Work Product Submittal Preparation (60%, 90%, 100% & Final):

- Prepare each work product submittal including updating the index of sheets and subsequent sheet numbering, combining plan sheets for each construction plan submittal, updating specification lists, development and update of special specifications or required County or TxDOT forms, and submittal of the entire work product package to the County.
- 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.

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i. **Deliverables:**
- 60%, 90%, 100% & Final PS&E Submittals including applicable Williamson County Submittal Checklists.
- Drainage Models

9. BIDDING PHASE SERVICES

a. Bidding Phase Services:

- Prepare all applicable construction documents for bidding. Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda up to two (2) during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder via a letter. Attend the pre-construction conference.

b. **Deliverables:**
- Letter of Recommendation for Award, with Bid Tabulation.

10. EXCLUSIONS:

a. The following items are not included in this work authorization:

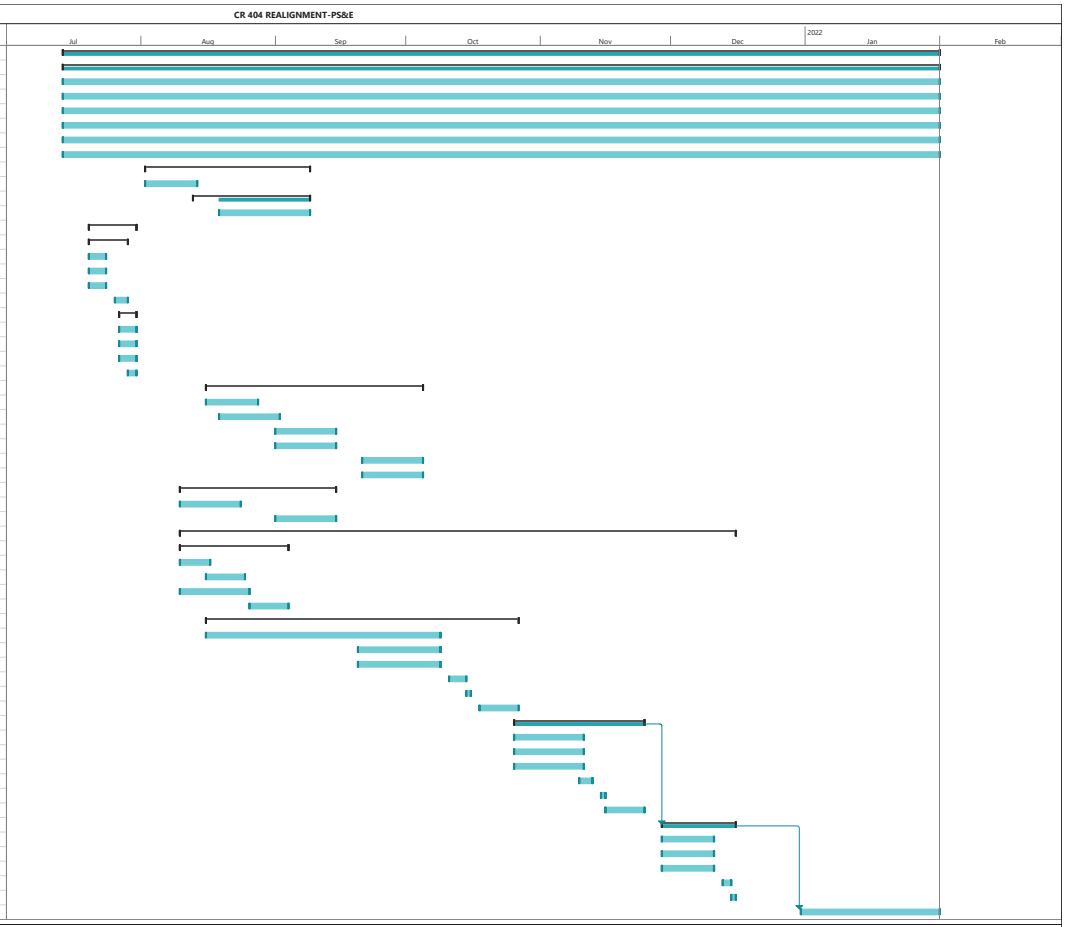
- TRAFFIC DATA COLLECION OR TRAFFIC ANALYSIS.
- ROW ACQUISITION
- PUBLIC INVOLVEMENT (AREADY COVERED IN CR404 CORRIDOR STUDY WA#1)
- DETENTION & WATER QUALITY PLANS
- DRAFT & FINAL RHCP APPLICATION
- DRAFT & FINAL THREATENED AND ENDANGERED SPECIES HABITAT ASSESSMENT REPORT
- DRAFT & FINAL TXDOT SPECIES ANALYSIS FORM AND SPREADSHEET
- FEMA COORDINATION CLOMR OR LOMR.
- NATIONWIDE PERMIT (NWP) 14 WITH A PRE-CONSTRUCTION NOTIFICATION (PCN).
- PAVEMENT DESIGN REPORT
- CONSTRUCTION PHASE SERVICES.
- UTILITY COORDINATION OR RELOCATION ESTIMATES.

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ATTACHMENT C - SCHEDULE

CR 404 REALIGNMENT-PS&E

ID	Task Name	Duration	Est Start	Est Finish
1	**CR 404 Realignment PS&E**	**144 days?**	**Wed 7/14/21**	**Mon 1/31/22**
2	**Project Management**	**144 days?**	**Wed 7/14/21**	**Mon 1/31/22**
3	Communication	144 days	Wed 7/14/21	Mon 1/31/22
4	Monthly Progress Report,invoices	144 days	Wed 7/14/21	Mon 1/31/22
5	QA/QC	144 days	Wed 7/14/21	Mon 1/31/22
6	Project coordination & Admin	144 days	Wed 7/14/21	Mon 1/31/22
7	Progress/Coordination Meetings	144 days	Wed 7/14/21	Mon 1/31/22
8	Project Schedule	144 days	Wed 7/14/21	Mon 1/31/22
9	**Survey**	**28 days**	**Mon 8/2/21**	**Wed 9/8/21**
10	Design Topographic Model	10 days	Mon 8/2/21	Fri 8/13/21
11	**ROW Acquisition Requirements**	**19 days**	**Fri 8/13/21**	**Wed 9/8/21**
12	Metes & Bounds	15 days	Thu 8/19/21	Wed 9/8/21
13	**Schematic Design**	**9 days**	**Tue 7/20/21**	**Fri 7/30/21**
14	**Preliminary Schematic submittal**	**7 days**	**Tue 7/20/21**	**Wed 7/28/21**
15	Plan & Profile	4 days	Tue 7/20/21	Fri 7/23/21
16	Roadway Typical Sections	4 days	Tue 7/20/21	Fri 7/23/21
17	Bridge Typical Sections	4 days	Tue 7/20/21	Fri 7/23/21
18	Engineer's Cost Estimate	3 days	Mon 7/26/21	Wed 7/28/21
19	**Final Schematic Submittal**	**4 days**	**Tue 7/27/21**	**Fri 7/30/21**
20	Plan & Profile	4 days	Tue 7/27/21	Fri 7/30/21
21	Roadway Typical Sections	4 days	Tue 7/27/21	Fri 7/30/21
22	Bridge Typical Sections	4 days	Tue 7/27/21	Fri 7/30/21
23	Engineer's Cost Estimate	2 days	Thu 7/29/21	Fri 7/30/21
24	**Geotechnical & Pavement Design Reports**	**36 days**	**Mon 8/16/21**	**Mon 10/4/21**
25	Field Investigation	10 days	Mon 8/16/21	Fri 8/27/21
26	Laboratory Testing	10 days	Thu 8/19/21	Wed 9/1/21
27	Draft Geotechnical Report	10 days	Wed 9/1/21	Tue 9/14/21
28	Draft Pavement Design Report	10 days	Wed 9/1/21	Tue 9/14/21
29	Final Sealed geotechnical Report	10 days	Tue 9/21/21	Mon 10/4/21
30	Final Sealed Pavement Design Report	10 days	Tue 9/21/21	Mon 10/4/21
31	**Hydrology and Hydraulics**	**26 days**	**Tue 8/10/21**	**Tue 9/14/21**
32	Existing Hydrology & hydraulics Analysis	10 days	Tue 8/10/21	Mon 8/23/21
33	Proposed Hydroloy & Hydraulics Analysis	10 days	Wed 9/1/21	Tue 9/14/21
34	**PS&E Production**	**92 days**	**Tue 8/10/21**	**Wed 12/15/21**
35	**Rodaway Modeling**	**19 days**	**Tue 8/10/21**	**Fri 9/3/21**
36	Horizontal Alignment	5 days	Tue 8/10/21	Mon 8/16/21
37	Vertical Alignment	7 days	Mon 8/16/21	Tue 8/24/21
38	Typical Cross Sections	12 days	Tue 8/10/21	Wed 8/25/21
39	3-D CADD Model	7 days	Thu 8/26/21	Fri 9/3/21
40	**60% Deliverables**	**52 days**	**Mon 8/16/21**	**Tue 10/26/21**
41	Plans	40 days	Mon 8/16/21	Fri 10/8/21
42	Specifications	15 days	Mon 9/20/21	Fri 10/8/21
43	Estimate	15 days	Mon 9/20/21	Fri 10/8/21
44	Qaulity Control	4 days	Mon 10/11/21	Thu 10/14/21
45	Submit Deliverables	1 day	Fri 10/15/21	Fri 10/15/21
46	Client Review	7 days	Mon 10/18/21	Tue 10/26/21
47	**90% Deliverables**	**22 days**	**Tue 10/26/21**	**Wed 11/24/21**
48	Plans	12 days	Tue 10/26/21	Wed 11/10/21
49	Specifications	12 days	Tue 10/26/21	Wed 11/10/21
50	Estimate	12 days	Tue 10/26/21	Wed 11/10/21
51	Qaulity Control	3 days	Wed 11/10/21	Fri 11/12/21
52	Submit Deliverables	1 day	Mon 11/15/21	Mon 11/15/21
53	Client Review	7 days	Tue 11/16/21	Wed 11/24/21
54	**100% Sealed Deliverables**	**13 days**	**Mon 11/29/21**	**Wed 12/15/21**
55	Plans	10 days	Mon 11/29/21	Fri 12/10/21
56	Specifications	10 days	Mon 11/29/21	Fri 12/10/21
57	Estimate	10 days	Mon 11/29/21	Fri 12/10/21
58	Qaulity Control	2 days	Mon 12/13/21	Tue 12/14/21
59	Submit Deliverables	1 day	Wed 12/15/21	Wed 12/15/21
60	Bid Advertisement Assistance	22 days	Fri 12/31/21	Mon 1/31/22



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ATTACHMENT D
FEE SCHEDULE
PROJECT NAME: CR 404 Realignment WA#2
PRIME PROVIDER NAME: RPS Infrastrucure, Inc.

Date: 7/29/2021

ALIGNMENT STUDY

TASK DESCRIPTION	Principal	Team Leader	Senior Project Manager	Senior Project Engineer	Associate Engineer	ENV Dept Manger	SR ENV Planner	Principal Consultant	ENV Scientist	Consultant III	ENV Planner I	Senior Designer	Designer/CADD Technician	Proj. Andministrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
1. Project Management																	
Progress Status Reports, Invoices, & Billings		6	14											6	26	NA	
QA/QC		4	12	24											40	NA	
Progress / Coordination Meetings																NA	
External Meetings (6)		10	36											6	52		
Weekly internal Meeting (Virtual) (26)		13	13												26		
Project Schedule & Updates		4	24												28	NA	
HOURS SUB-TOTALS	0	37	99	24	0	0	0	0	0	0	0	0	0	12	172	0	
LABOR RATE PER HOUR	$300.00	$280.00	$255.00	$194.00	$125.00	$288.00	$270.00	$205.00	$155.00	$145.00	$110.00	$170.00	$100.00	$90.00			
SUBTOTAL	$0.00	$10,360.00	$25,245.00	$4,656.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,080.00	$41,341.00		

TASK DESCRIPTION	Principal	Team Leader	Senior Project Manager	Senior Project Engineer	Associate Engineer	ENV Dept Manger	SR ENV Planner	Principal Consultant	ENV Scientist	Consultant III	ENV Planner I	Senior Designer	Designer/CADD Technician	Proj. Andministrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
2. Route And Design Studies																	
Data Collection				4	12							12			28	N/A	
StakeHolder Coordination (2 Meetings)		6	12												18	N/A	
HOURS SUB-TOTALS	0	6	12	4	12	0	0	0	0	0	0	12	0	0	46	0	
LABOR RATE PER HOUR	$300.00	$280.00	$255.00	$194.00	$125.00	$288.00	$270.00	$205.00	$155.00	$145.00	$110.00	$170.00	$100.00	$90.00			
SUBTOTAL	$0.00	$1,680.00	$3,060.00	$776.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,040.00	$0.00	$0.00	$9,056.00		

TASK DESCRIPTION	Principal	Team Leader	Senior Project Manager	Senior Project Engineer	Associate Engineer	ENV Dept Manger	SR ENV Planner	Principal Consultant	ENV Scientist	Consultant III	ENV Planner I	Senior Designer	Designer/CADD Technician	Proj. Andministrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
3. Surveying																	
Design Survey (Subconsultant)		1	4	4											9	N/A	
ROW Mapping (Subconsultant)		1	4	4											9		
HOURS SUB-TOTALS	0	2	8	8	0	0	0	0	0	0	0	0	0	0	18		
LABOR RATE PER HOUR	$300.00	$280.00	$255.00	$194.00	$125.00	$288.00	$270.00	$205.00	$155.00	$145.00	$110.00	$170.00	$100.00	$90.00			
SUBTOTAL	$0.00	$560.00	$2,040.00	$1,552.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,152.00		

TASK DESCRIPTION	Principal	Team Leader	Senior Project Manager	Senior Project Engineer	Associate Engineer	ENV Dept Manger	SR ENV Planner	Principal Consultant	ENV Scientist	Consultant III	ENV Planner I	Senior Designer	Designer/CADD Technician	Proj. Andministrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
4. Schematic Development																	
Schematic																	
Preliminary Schematic																	
Plan		1	3	4	12							12	12		44		
Profile		1	4	6	12							16	12		51		
Typical Section																	
Roadway			1	2								6			9		
Bridge			2	1	4							4			11		
Final Schematic Plan and Profile																	
Plan		1	2	2								8	8		21		
Profile		1	2	4								8	8		23		
Typical Section																	
Roadway			1	1	1							1			4		
Bridge			1	1	1							1			4		
3D Corrior Model & Cross Section Roll Plot (100-foot)			4	4								48	18		74		
Engineering Cost Estimate																	
Prilliminary		1	2	6								18			27		
Final		1	1	4								12			18		
HOURS SUB-TOTALS	0	6	23	35	30	0	0	0	0	0	0	134	58	0	286		
LABOR RATE PER HOUR	$300.00	$280.00	$255.00	$194.00	$125.00	$288.00	$270.00	$205.00	$155.00	$145.00	$110.00	$170.00	$100.00	$90.00			
SUBTOTAL	$0.00	$1,680.00	$5,865.00	$6,790.00	$3,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,780.00	$5,800.00	$0.00	$46,665.00		

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ATTACHMENT D
FEE SCHEDULE
PROJECT NAME: CR 404 Realignment WA#2
PRIME PROVIDER NAME: RPS Infrastrucure, Inc.

Date: 7/29/2021

TASK DESCRIPTION	Principal	Team Leader	Senior Project Manager	Senior Project Engineer	Associate Engineer	ENV Dept Manger	SR ENV Planner	Principal Consultant	ENV Scientist	Consultant III	ENV Planner I	Senior Designer	Designer/CADD Technician	Proj. Andministrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
5. Drainage Study																	
Hydrologic Study and Modeling		1	2												3	N/A	
Collect, prepare, Modify Exsting H&H models				2	4										6	N/A	
Existing Conditions				2	10										12	N/A	
Proposed Conditions				2	10										12	N/A	
Hydraulic Study and Modeling		2													2	N/A	
Model Proposed and Existing Structures			2	4	8										14	N/A	
Design ROW Drainage System				8	12										20	N/A	
Impact Mitigation Analysis		1	2												3	N/A	
Document Prosed Faucility's adverse impacts				4	4										8	N/A	
Develop Mitigation Plan				4	6										10	N/A	
County Coordination		1	2												3	N/A	
Detention requirement determination				4	6										10	N/A	
100 Yr Flood Plain Impact				4	6										10	N/A	
Drainage Report																N/A	
Priliminary		2	5	12	28									3	50	N/A	
Final		2	3	4	12									2	23	N/A	
HOURS SUB-TOTALS	0	9	16	50	106	0	0	0	0	0	0	0	0	5	186	N/A	
LABOR RATE PER HOUR	$300.00	$280.00	$255.00	$194.00	$125.00	$288.00	$270.00	$205.00	$155.00	$145.00	$110.00	$170.00	$100.00	$90.00			
SUBTOTAL PROJECT MANAGEMENT	$0.00	$2,520.00	$4,080.00	$9,700.00	$13,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$450.00	$30,000.00		

TASK DESCRIPTION	Principal	Team Leader	Senior Project Manager	Senior Project Engineer	Associate Engineer	ENV Dept Manger	SR ENV Planner	Principal Consultant	ENV Scientist	Consultant III	ENV Planner I	Senior Designer	Designer/CADD Technician	Proj. Andministrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
6. Environmental Services																	
Data Collection Field Reconnaissance											2				2	N/A	
Constraints Map											4				4	N/A	
County Due Diligence						2			8						10	N/A	
Section 404 Compliance						4	16		40		4				64	N/A	
Historical Site Compliance						2									2	N/A	
Phase 1 ESA		2				1		4		32					39	N/A	
TX Antiquities Compliance3						2									2	N/A	
TxDOT CE Clearance						4									4	N/A	
HOURS SUB-TOTALS	0	2	0	0	0	15	16	4	48	32	10	0	0	0	127		
LABOR RATE PER HOUR	$300.00	$280.00	$255.00	$194.00	$125.00	$288.00	$270.00	$205.00	$155.00	$145.00	$110.00	$170.00	$100.00	$90.00			
SUBTOTAL	$0.00	$560.00	$0.00	$0.00	$0.00	$4,320.00	$4,320.00	$820.00	$7,440.00	$4,640.00	$1,100.00	$0.00	$0.00	$0.00	$23,200.00		

TASK DESCRIPTION	Principal	Team Leader	Senior Project Manager	Senior Project Engineer	Associate Engineer	ENV Dept Manger	SR ENV Planner	Principal Consultant	ENV Scientist	Consultant III	ENV Planner I	Senior Designer	Designer/CADD Technician	Proj. Andministrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
7. Geotechnical Services																	
Soils Borings (Subconsultant)		1	1												2	N/A	
Geotechnical Report (Subconsultant)																N/A	
Priliminary			1	2											3	N/A	
Final		1	1	2											4	N/A	
Pavement Design (subconsultant)																N/A	
Technical Memo			1	2											3	N/A	
HOURS SUB-TOTALS	0	2	4	6	0	0	0	0	0	0	0	0	0	0	12		
LABOR RATE PER HOUR	$300.00	$280.00	$255.00	$194.00	$125.00	$288.00	$270.00	$205.00	$155.00	$145.00	$110.00	$170.00	$100.00	$90.00			
SUBTOTAL	$0.00	$560.00	$1,020.00	$1,164.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,744.00		

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ATTACHMENT D
FEE SCHEDULE
PROJECT NAME: CR 404 Realignment WA#2
PRIME PROVIDER NAME: RPS Infrastrucure, Inc. **Date: 7/29/2021**

TASK DESCRIPTION	Principal	Team Leader	Senior Project Manager	Senior Project Engineer	Associate Engineer	ENV Dept Manger	SR ENV Planner	Principal Consultant	ENV Scientist	Consultant III	ENV Planner I	Senior Designer	Designer/CADD Technician	Proj. Andministrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
8. Plan Preparation (PS&E) Services																	
Roadway/General																	
Title (1 Sht)			1	1	2							4	5		13	1	13
Index (1 Sht)			1	1	2							4	5		13	1	13
Project Layout (1 Sht)			1	1	2							4	4		12	1	12
Typical Sections (2 Shts)			2	2	4							10	16		34	2	17
General Notes (1 Sht)			2	4	4							8	4		22	1	22
Survey Data (1 Sht)				1	2							8	8		19	1	19
Horizontal Alignment Data (1 Sht)			1	2	2							4	12		21	1	21
Quantity Summary (2 Shts)			2	4	8							8	12		34	2	17
Roadway P&P (10 Shts)			10	20	16							53	84		183	10	18
Side Street/Intersections (3 Shts)			4	8	10							24	16		62	3	21
Driveways (2 Shts)			1	3	6							16	12		38	2	19
Miscellaneous (2 Shts)			2	6	8							16	12		44	2	22
Standards (14 Shts)					4							16	24		44	14	3
3d Corridor Model & Cross Sections (25 Shts)			4	8								60	25		97	25	4
Traffic Control Plans																	
Typical Sections (2 Shts)			2	6	8								16		32	2	16
Narritive (1 Sht)			1	6								8	6		21	1	21
DetailedTCP (4 Shts)			2	4	10							40	32		88	4	22
Standards (16 Shts)				3	16										19	16	1
Special Details (2 Shts)			1	2	8							12			23	20	1
Const. Schedule (1 Sht)			2	9											11	1	11
Drainage																	
Drainage Maps (2 Shts)			2	4								12	4		22	2	11
Culvert Layouts (5 Shts)			4	10	12								16		42	5	8
Hydraulic Data (5 Shts)			2	8	12							24	36		82	5	16
Roadside Ditches (4 Shts)			4	8	12							24	36		84	4	21
Standards (20 Shts)				6								8	16		30	20	2
Signing and Pavement Markings																	
Plan (10 Shts)			4	16	24							56	80		180	10	18
Special Sign Details (1 Sht)			2	5	6								9		22	1	22
Standards(20 Shts)				5								8	16		29	20	1
Storm Water Pollution Plans																	
SW3P Narrative/Information Sheet (1 Sht)			3	6	5							2	7		23	1	23
EC Layout (10 Shts)			4	6	12							40	80		142	10	14
Standards (6 Shts)				2								2	4		8	6	1
Engineers Cost Estimate				8								32	12		52	NA	
Project Manual				12								32			44	NA	
60% Submittal Preparation		2	8	8								8	8	3	37	NA	
90% Submittal Preparation		2	4	6								8	8	2	30	NA	
100% Submittal Preparation		2	4	6								6	8	2	28	NA	
Final Sealed Submittal Prparation		2	4	10								6	8	2	32	NA	
HOURS SUB-TOTALS	0	8	84	217	195	0	0	0	0	0	0	563	641	9	1717	194	9
LABOR RATE PER HOUR	$300.00	$280.00	$255.00	$194.00	$125.00	$288.00	$270.00	$205.00	$155.00	$145.00	$110.00	$170.00	$100.00	$90.00			
SUBTOTAL	$0.00	$2,240.00	$21,420.00	$42,098.00	$24,375.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$95,710.00	$64,100.00	$810.00	$250,753.00		

DESCRIPTION	Principal	Team Leader	Senior Project Manager	Senior Project Engineer	Associate Engineer	ENV Dept Manger	SR ENV Planner	Principal Consultant	ENV Scientist	Consultant III	ENV Planner I	Senior Designer	Designer/CADD Technician	Proj. Andministrator	TOTAL COSTS TASK	NO OF DWGS	LABOR HRS PER SHEET
9. Bid Advertisement Serivecs																	
Attend Pre-Bid Meeting		2	4											1	7	NA	
Response to Bidders' Questions		1	4	8											13	NA	
Prepare Project Addemda (2 Assumed)			3	12								16	16		47	NA	
Anylize Bid Packages		1	2	4	8										15	NA	
Letter of recommendation to award with Bid Tabulation			2	4										2	8	NA	
HOURS SUB-TOTALS	0	4	15	28	8	0	0	0	0	0	0	16	16	3	90	NA	
LABOR RATE PER HOUR	$300.00	$280.00	$255.00	$194.00	$125.00	$288.00	$270.00	$205.00	$155.00	$145.00	$110.00	$170.00	$100.00	$90.00			
SUBTOTAL	$0.00	$1,120.00	$3,825.00	$5,432.00	$1,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,720.00	$1,600.00	$270.00	$15,967.00		

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ATTACHMENT D
FEE SCHEDULE
PROJECT NAME: CR 404 Realignment WA#2
PRIME PROVIDER NAME: RPS Infrastrucure, Inc.

Date: 7/29/2021

DESCRIPTION	Principal	Team Leader	Senior Project Manager	Senior Project Engineer	Associate Engineer	ENV Dept Manger	SR ENV Planner	Principal Consultant	ENV Scientist	Consultant III	ENV Planner I	Senior Designer	Designer/CADD Technician	Proj. Andministrator	TOTAL COSTS TASK	NO OF DWGS
SUMMARY																
1. Project Management	0	37	99	24	0	0	0	0	0	0	0	0	0	12	$41,341.00	N/A
2. Route And Design Studies	0	6	12	4	12	0	0	0	0	0	0	12	0	0	$9,056.00	N/A
3. Surveying	0	2	8	8	0	0	0	0	0	0	0	0	0	0	$4,152.00	N/A
4. Schematic Development	0	6	23	35	30	0	0	0	0	0	0	134	58	0	$46,665.00	N/A
5. Drainage Study	0	9	16	50	106	0	0	0	0	0	0	0	0	5	$30,000.00	N/A
6. Environmental Services	0	2	0	0	0	15	16	4	48	32	10	0	0	0	$23,200.00	N/A
7. Geotechnical Services	0	2	4	6	0	0	0	0	0	0	0	0	0	0	$2,744.00	N/A
8. Plan Preparation (PS&E) Services	0	8	84	217	195	0	0	0	0	0	0	563	641	9	$250,753.00	194
9. Bid Advertisement Serivecs	0	4	15	28	8	0	0	0	0	0	0	16	16	3	$15,967.00	N/A
SUBTOTAL LABOR EXPENSES	**0**	**76**	**261**	**372**	**351**	**15**	**16**	**4**	**48**	**32**	**10**	**725**	**715**	**29**	**$423,878.00**	

DIRECT EXPENSES															
Environmental Service direct expensed															$880.00
MILEAGE (@ $0.57 per mile)	1,200														$684.00
IN HOUSE B/W PHOTO COPY (8.5"x11", @ $0.12 per sheet)	240														$28.80
IN HOUSE COLOR PHOTO COPY (8.5"x11", @ $0.75 per sheet)	240														$180.00
IN HOUSE COLOR PHOTO COPY (11"x17", @ $1.50 per sheet)	650														$975.00
IN HOUSE PLOTS (COLOR on BOND, @ $1.75/SQFT)	0														$0.00
Hazardous Materials Database Search ($600.75)	1														$600.75
SUBTOTAL DIRECT EXPENSES															**$3,348.55**

RPS TOTAL	**$427,226.55**

SUB CONSULTANTS:	
Survey And Mapping (SAM)	**$45,335.20**
Raba Kistner	**$22,598.58**
AmaTerra	**$9,758.04**
TOTAL - SUB CONSULTANTS:	**$77,691.82**

GRAND TOTAL	**$504,918.37**

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ATTACHMENT D
TIME & MATERIALS PAYMENT BASIS
SAM SURVEY SERVICES

Project: CR 404 Realignment
Proposal Number: 1021060291

TASK DESCRIPTION	RPLS PROJECT MANAGER	RPLS TASK LEADER	PRINCIPAL	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	FIELD COORDINATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
Establish Control (Up to 4 points)		1		8	12	16		0.5		$4,749.00
Records Research and Deed Study		2		4	4					$1,148.00
Field Surveys	1	3		4	4	24		1		$5,311.00
Boundary Analysis		4		6	4					$1,684.00
Prepare Preliminary ROW Documents (Up to 3 parcels)	1	3		10	30					$4,689.00
Prepare Final ROW Documents (Up to 3 parcels, includes review of title commitment)	1	2		4	8					$1,715.00
Establish ROW Monumentation (Up to 15 iron rods)		1		1	2	15				$2,789.00
Design Survey (FM 3349 to CR 404, 230' WIDE)	1	4		16	12	40		1		$10,053.00
ROW Staking (Up to 3 properties)		1		4	8	30		0.5		$6,087.00
										$0.00
QA/QC Prepare Final Deliverables	1	4		12	8					$2,911.00
										$0.00
										$0.00
SUB-TOTALS	5	25	0	69	92	125	0	3	0	$41,136.00
HOURS SUB-TOTALS	5	25	0	69	92	125	0	3	0	319
CONTRACT RATE PER HOUR	$175.00	$158.00	$215.00	$110.00	$98.00	$155.00	$195.00	$110.00	$70.00	
TOTAL LABOR COSTS	$875.00	$3,950.00	$0.00	$7,590.00	$9,016.00	$19,375.00	$0.00	$330.00	$0.00	$41,136.00

OTHER DIRECT EXPENSES		**# OF UNITS**	**COST/UNIT**							
Mileage (number x current state rate)		1320	$0.560	per mile						$739.20
GPS Receiver		110	$25.00	per hour						$2,750.00
Terrestrial Laser Scanner		10	$35.00	per hour						$350.00
Primary Control Monuments		4	$90.00	each						$360.00
SUBTOTAL DIRECT EXPENSES										**$4,199.20**

SUMMARY		
LABOR COSTS		$41,136.00
NON-SALARY (OTHER DIRECT EXPENSES)		$4,199.20
TOTAL SAM SURVEY		**$45,335.20**

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WILLIAMSON COUNTY ROADWAY IMPROVEMENTS
CARPENTER DRIVE BETWEEN FM 3349 AND COUNTY ROAD 404
WILLIAMSON COUNTY, TEXAS

TASK / RKCI	SHEETS/ UNITS	PRINCIPAL $ 220.00	SENIOR GEO ENGINEER $185.00	PROJECT MANAGER $185.00	ENGINEER $165.00	EIT $135.00	GEOLOGIST $120.00	ENGR. TECH. $70.00	ADMIN $60.00	Sub Total Hours	Hr/Unit	RKCI Labor Cost
Hourly Rate:						Hours						
ENGINEERING - LABOR												
												$ -
GEOTECHNICAL INVESTIGATION AND PAVEMENT DESIGN RECOMMENDATIONS												$ -
PROJECT KICK OFF			0.5							0.5		$ 92.50
BORING LAYOUT & DRILLING INSTRUCTION						1	1			2.0		$ 255.00
STAKE BORINGS							3			3.0		$ 360.00
UTILITIES CLEARANCE							2			2.0		$ 240.00
FIELD LOGGING								12		12.0		$ 840.00
ENGINEERING SITE VISIT AND OBSERVATIONS					4	6				10.0		$ 1,470.00
BULK SAMPLE COLLECTION								3		3.0		$ 210.00
LABORATORY ASSIGNMENT						1				1.0		$ 135.00
SOIL BORING LOGS (Including Wincore logs for All borings)					1	3				4.0		$ 570.00
SITE PLAN						1				1.0		$ 135.00
PAVEMENT DESIGN ANALYSIS					2	3				5.0		$ 735.00
DRAFT GEOTECHNICAL REPORT PREPARATION					2	10			1	13.0		$ 1,740.00
GEOTECHNICAL REPORT REVIEW & FINALIZATION					0.5	1			1	2.5		$ 277.50
PRELIMINARY PAVEMENT REPORT					1	3			1	5		$ 630.00
FINAL PAVEMENT REPORT					0.5	1			1	3		$ 277.50
TOTALS HOURS:			0.5		11	30	6	15	4	Row Total = 66.5 / 66.5		
LABOR COST:		$ -	$ 93	$ -	$ 1,815	$ 4,050	$ 720	$ 1,050	$ 240			$ 7,967.50
			0.8%		16.5%	45.1%	9.0%	22.6%	6.0%			$ 7,967.50

UNIT EXPENSES:								
	FIELD OPERATIONS							
	Mobilization of Drill Rig	1	units			$495.00	each	$495.00
	3" Thin-Wall Continuous Sampling or Intermittent Sampling in Granular Soils	75	ft			$19.50	ft	$1,462.50
5 pavement borings to 15 ft	NX Core Drilling		ft			$35.00	ft	
	Additional Standard Penetration (SPT)	15	each			$20.00	each	$300.00
	In-Place Pavement Core (6-in. diameter)		units			$100.00	each	
	Bentonite Backfill	5	bags			$3.50	bag	$17.50
	Driller Standby	4	hrs			$195.00	each	$780.00
	Driller Cleanup	5	hrs			$195.00	hr	$975.00
	LABORATORY TESTING							
	Atterberg Limits	6	units			$105.00	each	$630.00
	Moisture Content	30	units			$15.00	each	$450.00
	Sieve Analysis (passing No. 4, 40, 200)	4	units			$85.00	each	$340.00
	Unconfined Compression (Soil)		units			$30.08	each	
	Unconfined Compression (Rock)		units			$41.22	each	
	pH		units			$41.22	each	
	Sulfate Testing	4	units			$100.27	each	$401.08
	Swell Test (ASTM D 4546 Method B)	3	units			$200.00	each	$600.00
	Moisture-Density Relationship (Proctor)	3	units			$295.00	each	$885.00
	CBR	1	units			$185.00	each	$185.00
	Resilient Modulus	2	units			$1,800.00	each	$3,600.00
	Triaxial Compression of Disturbed Soils (Tex-117-E)	1	units			$1,350.00	each	$1,350.00
	Wet Ball Mill	1	units			$250.00	each	$250.00
	Lime Series (Tex-121-E Part III)	1	units			$410.00	each	$410.00
TOTAL UNIT EXPENSES:								**$ 13,131**

OTHER DIRECT EXPENSES:								
	Traffic Control Services	1	days			$1,500.00	day	$1,500.00
TOTAL OTHER DIRECT EXPENSES:								**$ 1,500**
TOTAL PROJECT COST:								**$ 22,598.58**

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COST BREAKDOWN						
CR404 Road Improvements						
LABOR	**CR404 Intersection at FM3349 PCR and Background Studies**	**CR404 Road Improvements from FM3349 to CR404 Background Studies and Coordination Ltrs**	**Total**	**Unit**	**Unit Price**	**Cost**
Principal	1	1	2	hr	$ 226.50	$ 453.00
Project Manager	2	2	4	hr	$125.34	$ 501.36
Archeologist V/ Principal Investigator	6	6	12	hr	$ 113.15	$ 1,357.80
Archeologist V	8	8	16	hr	$ 88.04	$ 1,408.64
Architectural Historian IV	1	1	2	hr	$ 128.69	$ 257.38
Architectural Historian III	14	12	26	hr	$ 107.05	$ 2,783.30
Historian II	2	0	2	hr	$ 80.32	$ 160.64
GIS Specialist	12	12	24	hr	$ 89.52	$ 2,148.48
Administrative/ Document Production Supervisor	2	2	4	hr	$ 79.06	$ 316.24
Editor	2	2	4	hr	$ 70.80	$ 283.20
TOTAL LABOR						$ 9,670.04
EXPENSES	**CR404 Intersection at FM3349 PCR and Background Studies**	**CR404 Road Improvements from FM3349 to CR404 Background Studies and Coordination Ltrs**	**Total**	**Unit**	**Unit Price**	**Cost**
Copies, b/w 8.5 x 11	40	40	80	each	$ 0.10	$ 8.00
Copies, color 8.5 x 11	40	40	80	each	$ 1.00	$ 80.00
TOTAL EXPENSES						$ 88.00
TOTAL						**$ 9,758.04**

Commissioners Court - Regular Session **42.**

Meeting Date: 08/03/2021

LH Bypass Possession & Use Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Car-Ma Family Limited Partnership for right of way needed on the Liberty Hill Bypass project (Parcels 41/42). Funding Source: Road Bonds P346

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 10:04 AM
Form Started By: Charlie Crossfield		Started On: 07/29/2021 09:58 AM
Final Approval Date: 07/29/2021		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 41.42
COUNTY OF WILLIAMSON	§	Project: Liberty Hill Bypass

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and CAR-MA FAMILY LIMITED PARTNERSHIP, a Texas limited partnership (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of Liberty Hill Bypass roadway and related appurtenances, drainage and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as "Exhibits A-B" and made a part of this Agreement by reference, along with the additional right to temporarily enter upon the remaining property of Grantor solely to the extent and for the duration as necessary for removing portions of any improvements which are bisected by the acquisition of the Property, and/or for cutting any additional bisected improvements which may be retained by Grantor at the line of bisection or as closely as possible thereto in order to maintain the structural integrity of the remaining improvement, and for no other purpose (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of ONE MILLION THREE HUNDRED FIFTY-FIVE THOUSAND THREE HUNDRED TWENTY-TWO and 00/100 Dollars ($1,355,322.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any.

   The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property

interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered 2059850-KFO, issued May 3, 2021 by Title Resources Guaranty Company/Independence Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. 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.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be October 15, 2021. Should the Special Commissioners' Award be greater than the amount paid in paragraph two (2) above, Grantee shall tender the difference to the registry of the court within (45) days following the filing of the award.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The

County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions:

    a. The County shall be entitled to legal possession of the Property as of the Effective Date as set out herein. However, County agrees and stipulates that Grantor shall not be required to vacate and surrender possession of the residential structures upon the Property, nor shall County demolish or

remove any improvement upon the property or begin Roadway Construction Project activities (other than for utility relocations or site testing as set out below), prior to March 31, 2022 ("Vacation Date"), subject to written extensions by County, or if such activities do begin County shall not involuntarily displace Grantor from the Property for its current uses and proposed relocation activities to its remaining property.

Prior to the Vacation Date, County and any public utility companies affected or conflicted by the Roadway Construction Project shall be allowed to enter the Property with prior notice to Grantor solely to complete construction of any required utility adjustments, realignments, installations or removals of utility facilities or for other preliminary site testing, as long as such utility construction or testing activities do not interfere with the continued occupation, temporary operation, remainder relocation or reconfiguration activities of Grantor's uses existing as of the date of this Agreement

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: Infinite Recovery, LLC

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

CAR-MA FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership

By: Carlos L Guerra

Name: CARLOS L GUERRA

Its: managing partner

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 27th day of July, 2021 by Carlos L Guerra, in the capacity and for the purposes and consideration recited herein.

REGINA ANN MOSLEY
Notary ID #131837725
My Commission Expires
December 27, 2022

Notary Public, State of Texas
Printed Name: REGINA Mosley
My Commission Expires: 12/27/2022

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2021 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

TENANT:

Infinite Recovery, LLC

By: Michael Dadashi

Name: Michael DADASHI

Its: managing member

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 27th day of July, 2021 by MICHAEL DADASHI, in the capacity and for the purposes and consideration recited herein.

REGINA ANN MOSLEY
Notary ID #131837725
My Commission Expires
December 27, 2022

Notary Public, State of Texas
Printed Name: REGINA Mosley
My Commission Expires 12/27/2022

EXHIBIT "A"

County:	Williamson
Parcel No.:	41ROW
Tax ID:	R473965
Highway:	SH 29 Liberty Hill Bypass
Limits:	From: CR 279
	To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 41ROW

FOR A 1.483 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 5.010 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO CAR-MA FAMILY LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NO. 2018093046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 1.483 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JANUARY 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Surface Coordinates: N=10212685.98, E=3054944.58) monumenting the northeast corner of said 5.010 acre Car-Ma Family Limited Partnership tract and the southeast corner of the remnant portion of the called 106.42 acre tract of land conveyed to Martha Jane Beiter, recorded in Document No. 2014093155 of the Official Public Records of Williamson County, Texas, same being on the west right-of-way line of Stubblefield Lane, from which an iron rod found with cap (non-legible) monumenting the southeast corner of said 5.010 acre Car-Ma Family Limited Partnership tract and the northeast corner of the called 90.451 acre tract of land (Tract 1) conveyed to Car-Ma Family Limited Partnership, recorded in said Document No. 2018093046, same being on said west right-of-way line of Stubblefield Lane, bears S 20°47'50" E for a distance of 110.05 feet;

THENCE, S 68°30'39" W with the north boundary line of said 5.010 acre Car-Ma Family Limited Partnership tract and the south boundary line of said remnant portion of the called 106.42 acre Beiter tract, for a distance of 561.97 feet to a 5/8" iron rod set with aluminum cap marked "Williamson County" (Surface Coordinates: (N=10212480.12, E=3054421.68), being 150.00 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 430+90.96, for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, **S 52°24'35" E** through the interior of said 5.010 acre Car-Ma Family Limited Partnership tract, for a distance of **128.22 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the southerly boundary line of said 5.010 acre Car-Ma Family Limited Partnership tract and the northerly boundary line of said 90.451 acre Car-Ma Family Limited Partnership tract, being 150.00 feet left of the Proposed State Highway

County:	Williamson
Parcel No.:	41ROW
Tax ID:	R473965
Highway:	SH 29 Liberty Hill Bypass
Limits:	From: CR 279
	To: R.M. 1869

29 Liberty Hill Bypass Engineer's Baseline Station 432+19.18, for the southeast corner hereof, from which said iron rod found with cap (non-legible) monumenting the southeast corner of said 5.010 acre Car-Ma Family Limited Partnership and the northeast corner of said 90.451 acre Car-Ma Limited Partnership tract bears N 68°30'57" E for a distance of 494.75 feet;

THENCE, with said southerly boundary line of the 5.010 acre Car-Ma Family Limited Partnership tract and said northerly boundary line of the 90.451 acre Car-Ma Family Limited Partnership tract, the following two (2) courses and distances:

1. **S 68°30'57" W** for a distance of **96.27 feet** to an iron rod found with cap (non-legible), being 67.41 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 431+69.70, for an angle point hereof;

2. **S 10°47'11" W** for a distance of **243.59 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Station 432+79.55 for the southwest corner hereof, from which a 1/2" iron rod found monumenting an angle point in said south boundary line of the 5.010 acre Car-Ma Family Limited Partnership tract and said north boundary line of the 90.451 acre Car-Ma Family Limited Partnership tract bears S 10°47'11" W for a distance of 105.77 feet;

THENCE, **N 52°24'35" W** through the interior of said 5.010 acre Car-Ma Family Limited Partnership tract, for a distance of **368.92 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on said north boundary line of the 5.010 acre Car-Ma Family Limited Partnership tract and said south boundary line of the remnant portion of the called 106.42 acre Beiter tract, being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Station 429+10.63, for the northwest corner hereof, from which an iron rod found with cap marked "3DS" monumenting the northwest corner of said 5.010 acre Car-Ma Family Limited Partnership tract, an angle point in said north boundary line of the 90.451 acre Car-Ma Family Limited Partnership tract, and on a point on said south boundary line the remnant portion of the called 106.42 acre Beiter tract, bears S 68°49'02" W for a distance of 183.09 feet;

County: Williamson
Parcel No.: 41ROW
Tax ID: R473965
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

THENCE, with said north boundary line of the 5.010 acre Car-Ma Family Limited Partnership tract and said south boundary line of the remnant portion of the 106.42 acre Beiter tract, the following two (2) courses and distances:

1. **N 68°49'02" E** for a distance of **102.54 feet** to an iron rod found with cap marked "3DS", being 62.32 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Station 429+63.78, for an angle point hereof;

2. **N 68°30'39" E** for a distance of **247.49 feet** to the **POINT OF BEGINNING** hereof and containing 1.483 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

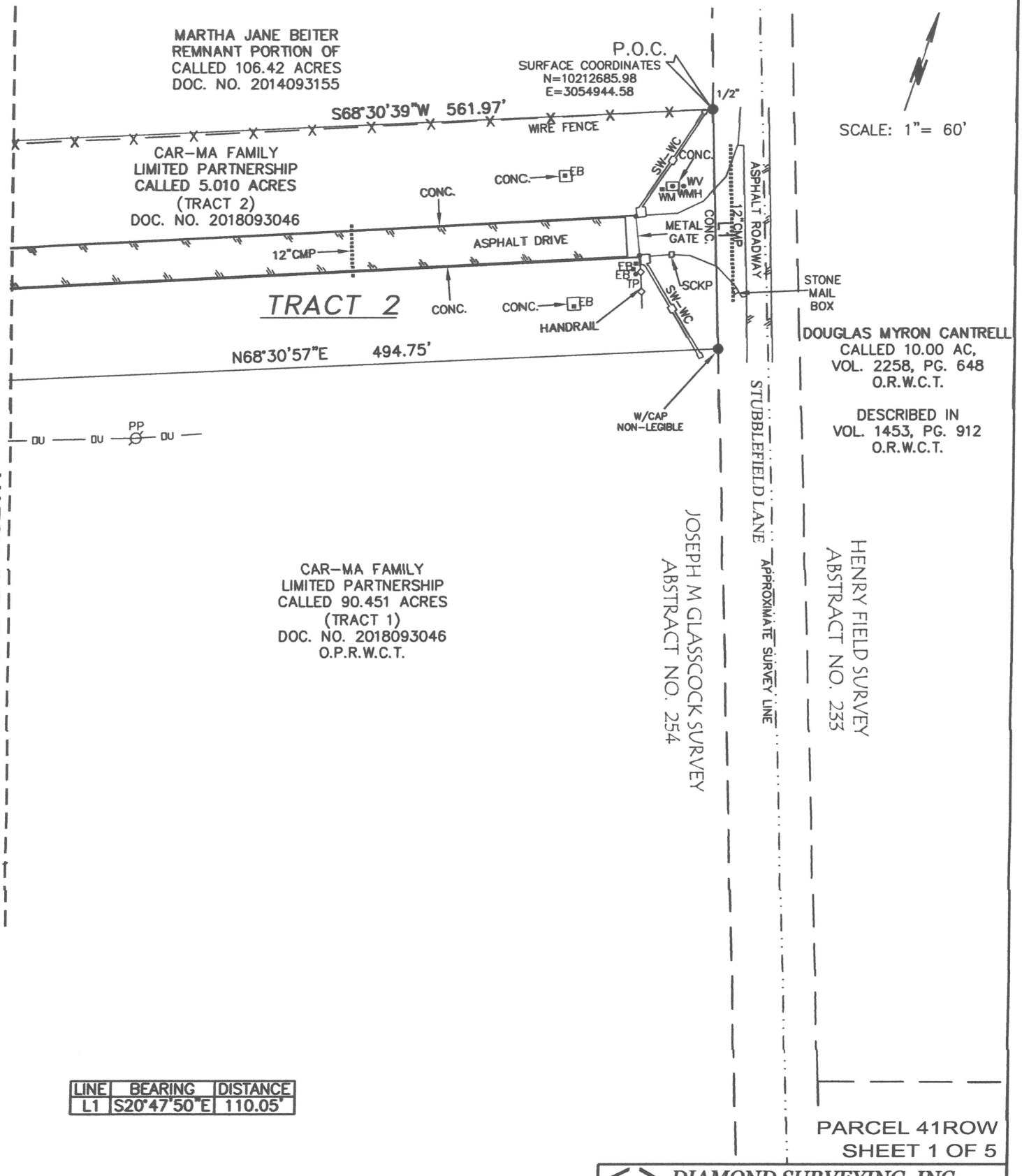
MAY 03, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\WILLIAMSON COUNTY PSA PROJECTS_2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 41 ROW W-REM LTS\PARCEL 41ROW SH 29 BYPASS LH.doc

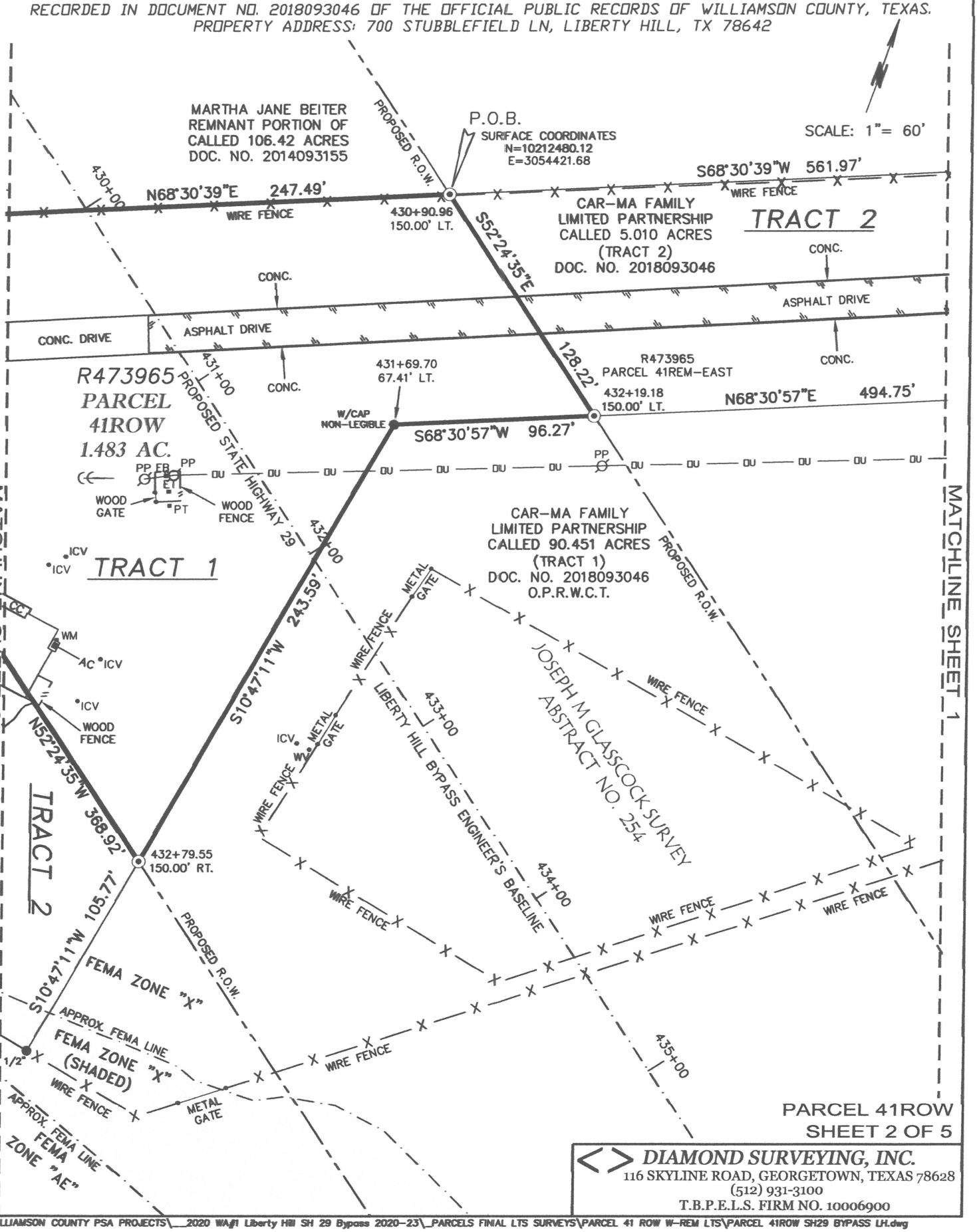
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR TRACT 1 BEING A 1.483 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 5.010 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO CAR-MA FAMILY LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NO. 2018093046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 700 STUBBLEFIELD LN, LIBERTY HILL, TX 78642



LINE	BEARING	DISTANCE
L1	S20°47'50"E	110.05'

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(512) 931-3100
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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR TRACT 1 BEING A 1.483 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 5.010 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO CAR-MA FAMILY LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NO. 2018093046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 700 STUBBLEFIELD LN, LIBERTY HILL, TX 78642



PARCEL 41ROW
SHEET 2 OF 5

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

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EXHIBIT "B"

County:	Williamson
Parcel No.:	42ROW
Tax ID:	R433112
Highway:	SH 29 Liberty Hill Bypass
Limits:	From: CR 279
	To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 42ROW

FOR A 5.504 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 90.451 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO CAR-MA FAMILY LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NO. 2018093046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 5.504 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JANUARY 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found with cap (non-legible) (Surface Coordinates: N=10212583.10, E=3054983.66) monumenting the northeast corner of said 90.451 acre Car-Ma Family Limited Partnership tract and the southeast corner of the called 5.010 acre tract of land (Tract 2) conveyed to Car-Ma Family Limited Partnership, recorded in said Document No. 2018093046, same being on the west right-of-way line of Stubblefield Lane, from which a 1/2" iron rod found monumenting the northeast corner of said 5.010 acre Car-Ma Family Limited Partnership and the southeast corner of the remnant portion of the called 106.42 acre tract of land conveyed to Martha Jane Beiter, recorded in Document No. 2014093155 of the Official Public Records of Williamson County, Texas, same being on said west right-of-way line of Stubblefield Lane, bears N 20°47'50" W for a distance of 110.05 feet;

THENCE, S 68°30'57" W with the northerly boundary line of said 90.451 acre Car-Ma Family Limited Partnership tract and the southerly boundary line of said 5.010 acre Car-Ma Family Limited Partnership tract for a distance of 494.75 feet to a 5/8" iron rod set with aluminum cap marked "Williamson County" (Surface Coordinates: N=10212401.90, E=3054523.28), being 150.00 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 432+19.18 for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, through the interior of said 90.451 acre Car-Ma Family Limited Partnership tract, the following two (2) courses and distances:

1. **S 52°24'35" E** for a distance of **482.13 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 150.00 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline PC Station 437+01.31, on the beginning of a curve to the left;

2. With said curve to the left an arc length of **258.76 feet**, said curve having a radius of **2350.00 feet**, a delta angle of **6°18'32"** and a chord which bears **S 55°33'50" E** for a distance of **258.62 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the southerly boundary line of said 90.451 acre Car-Ma Family Limited Partnership tract and the northerly boundary line of the called 9.1965 acre tract of land conveyed to Penize, LLC, recorded in Document No. 2015012435 of the Official Public Records of Williamson County, Texas, being 150.00 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 439+76.58, for the southeast corner hereof, from which a 1/2" iron rod found monumenting an angle point in said southerly boundary line of the 90.451 acre Car-Ma Family Limited Partnership tract and said northerly boundary line of the 9.1965 acre Penize, LLC tract, bears N 16°43'35" E for a distance of 71.09 feet;

THENCE, **S 16°43'35" W** with said southerly boundary line of the 90.451 acre Car-Ma Family Limited Partnership tract and said northerly boundary line of the 9.1965 acre Penize, LLC tract, for a distance of **308.77 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 440+49.80, for the southwest corner hereof, from which an iron stake found in the center of a creek monumenting an angle point on said southerly boundary line of the 90.451 acre Car-Ma Family Limited Partnership tract and said northerly boundary line of the 9.1965 acre Penize, LLC tract, bears S 16°43'35" W for a distance of 132.18 feet;

THENCE, through the interior of said 90.451 acre Car-Ma Family Limited Partnership tract, the following two (2) courses and distances:

1. With a curve to the right an arc length of **369.40 feet**, said curve having a radius of **2650.00 feet**, a delta angle of **7°59'12"** and a chord which bears **N 56°24'11" W** for a distance of **369.10 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline PC Station 437+01.31, for the end of this curve;

2. **N 52°24'35" W** for a distance of **421.76 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on said northerly boundary line of the 90.451 acre Car-Ma Family Limited Partnership tract and said southerly boundary line of the 5.010 acre Car-Ma Family Limited Partnership tract, being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 432+79.55, for the northwest corner hereof, from which a 1/2" iron rod found

County: Williamson
Parcel No.: 42ROW
Tax ID: R433112
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

monumenting the most southerly corner of said 5.010 acre Car-Ma Family Limited Partnership tract and an angle point in said northerly boundary line of the 90.451 acre Car-Ma Family Limited Partnership tract, bears S 10°47'11" W for a distance of 105.77 feet;

THENCE, with said northerly boundary line of the 90.451 acre Car-Ma Family Limited Partnership tract and said southerly boundary line of the 5.010 acre Car-Ma Family Limited Partnership tract, the following two (2) courses and distances:

1. **N 10°47'11" E** for a distance of **243.59 feet** to an iron rod found with cap (non-legible), being 67.41 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 431+69.70, for an angle point hereof;

2. **N 68°30'57" E** for a distance of **96.27 feet** to the **POINT OF BEGINNING** hereof and containing 5.504 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

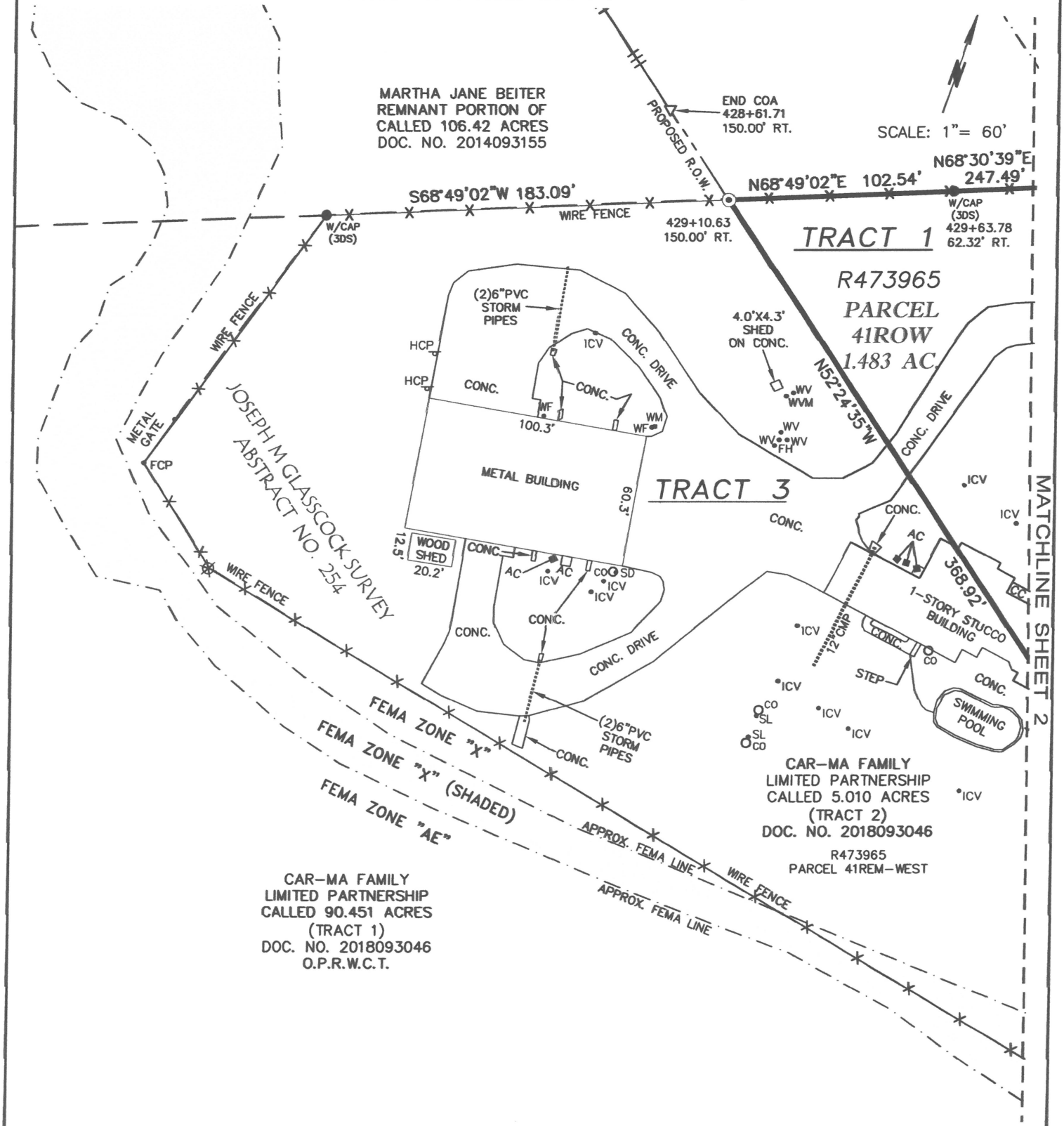
MAY 03, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR TRACT 1 BEING A 1.483 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 5.010 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO CAR-MA FAMILY LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NO. 2018093046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 700 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

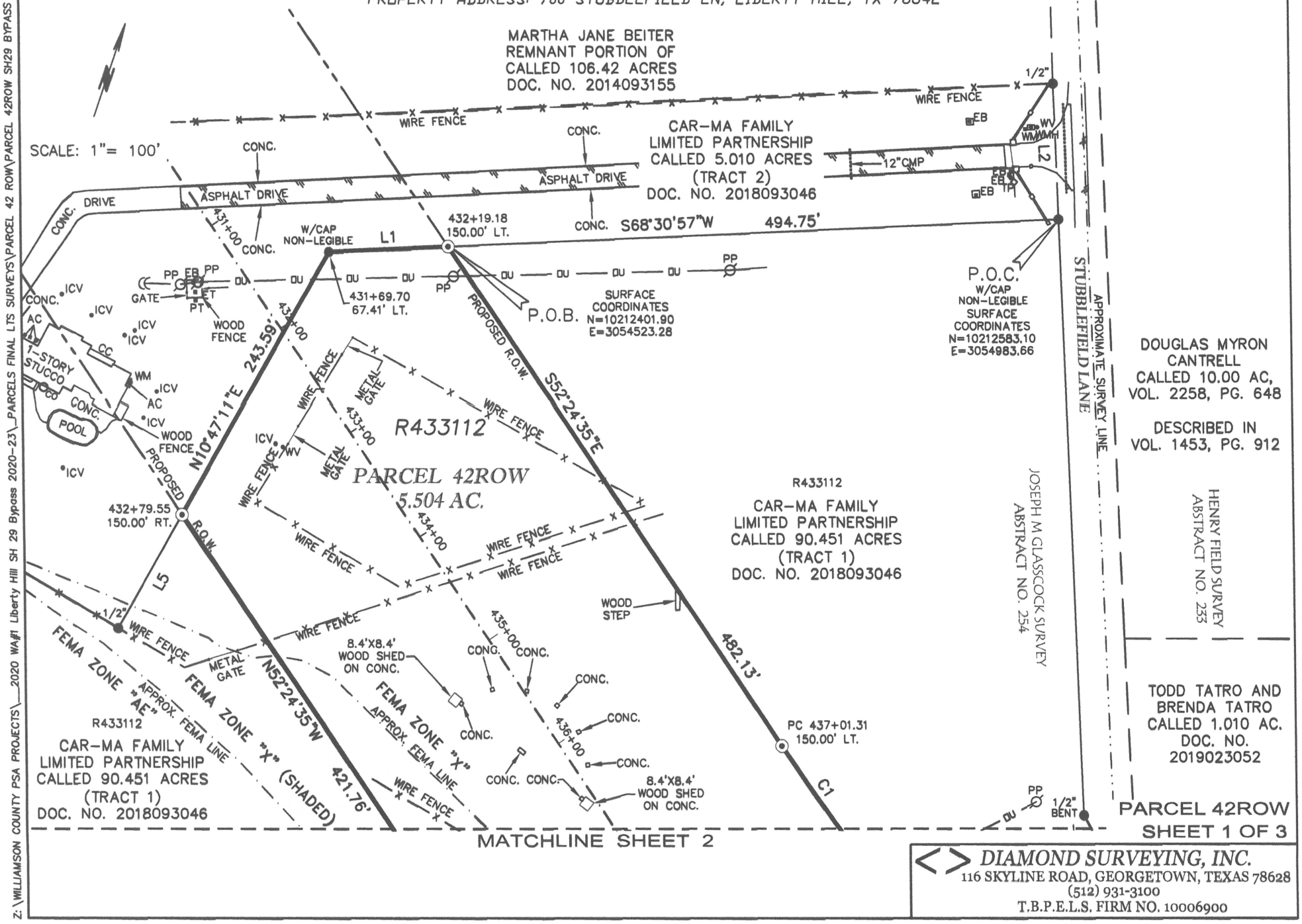


PARCEL 41ROW
SHEET 3 OF 5

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 5.504 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 90.451 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO CAR-MA FAMILY LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NO. 2018093046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
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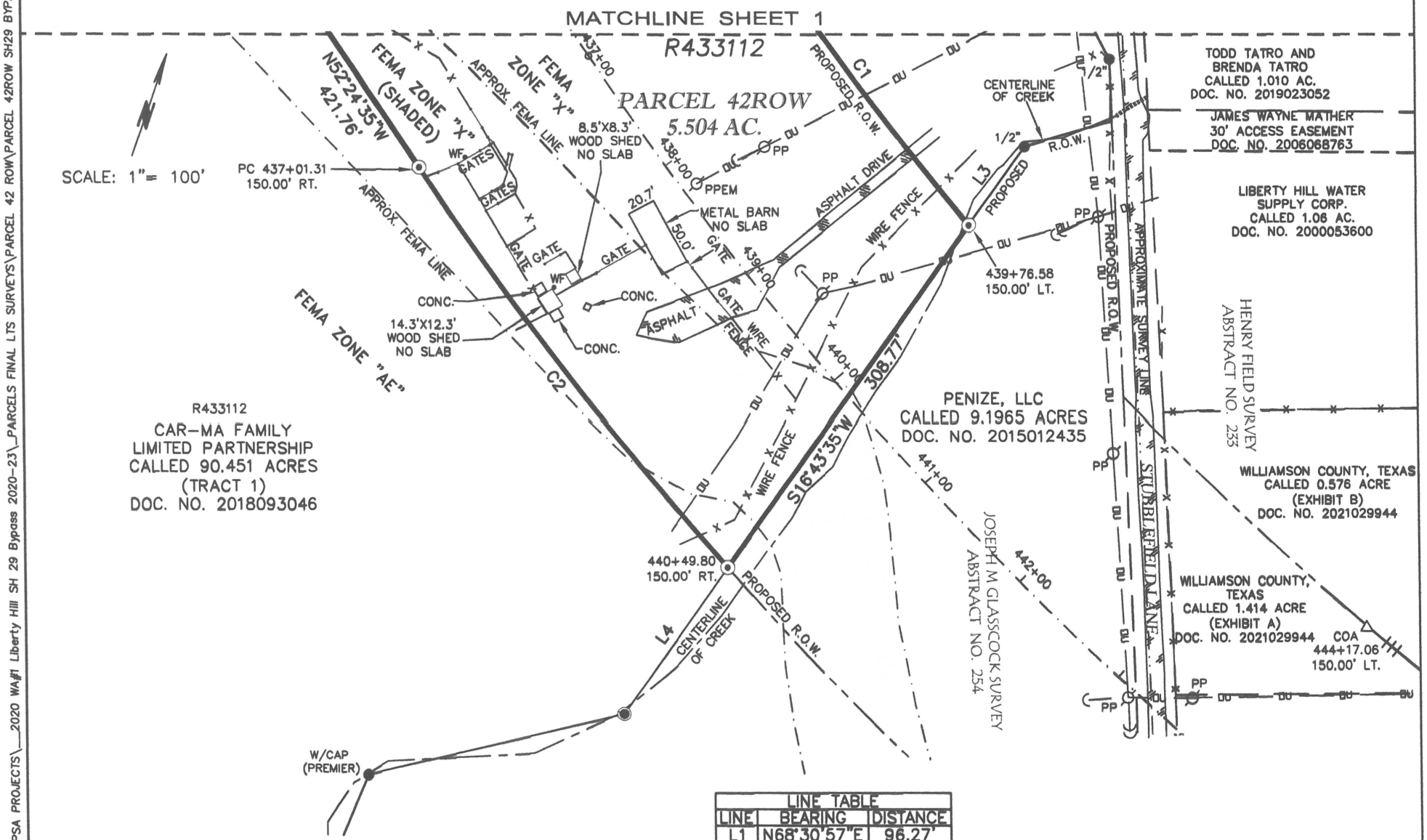


PARCEL 42ROW
SHEET 1 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 5.504 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 90.451 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO CAR-MA FAMILY LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NO. 2018093046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 700 STUBBLEFIELD LN, LIBERTY HILL, TX 78642



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	258.76'	2350.00'	6°18'32"	S55°33'50"E	258.62'
C2	369.40'	2650.00'	7°59'12"	N56°24'11"W	369.10'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N68°30'57"E	96.27'
L2	N20°47'50"W	110.05'
L3	N16°43'35"E	71.09'
L4	S16°43'35"W	132.18'
L5	S10°47'11"W	105.77'

PARCEL 42ROW
SHEET 2 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 5.504 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 90.451 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO CAR-MA FAMILY LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NO. 2018093046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 700 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

LEGEND

●	IRON ROD FOUND
◉	IRON STAKE FOUND
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
△	CALCULATED POINT
•WV	WATER VALVE
•WMH	WATER MANHOLE
•WM	WATER METER
•ICV	IRRIGATION CONTROL VALVE
•WF	WATER FAUCET
O CO	CLEAN OUT
•ET	ELECTRIC TRANSFORMER
•EB	ELECTRIC BOX
PP	POWER POLE
PPEM	POWER POLE WITH ELECTRIC METER
⟵	DOWN GUY
•TP	TELEPHONE PEDESTAL
•PT	PROPANE TANK
•WF	WATER FAUCET

- · — · — · — · -	APPROXIMATE SURVEY LINE
— x — x — x —	WIRE FENCE
— OU — OU —	OVERHEAD UTILITY LINE
~~	EDGE OF PAVEMENT
.....	STORM SEWER PIPE
— OT — OT —	OVERHEAD TELEPHONE LINE
- · — · — · — · -	ENGINEER'S BASELINE
—|||—	CONTROL OF ACCESS LINE

COA	CONTROL OF ACCESS
AC	AIR CONDITIONER
CC	COVERED CONCRETE
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
R.O.W.	RIGHT-OF-WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on January 14, 2021. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

MAY 03, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 — DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ZONE X (SHADED) AREA OF 0.2% ANNUAL CHANCE FLOOD HAZARD AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE AND ZONE AE AREA WITH BASE FLOOD ELEVATION (BFE) ACCORDING TO FEMA FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

THE F.E.M.A. LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance T-7, GF No. 2074057-KFD, which bears an Effective Date December 29, 2020 and an Issued Date of January 12, 2021 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Water distribution lines blanket type easement to Liberty Hill Water Supply Corp., recorded in Document No. 2004031109, Official Public Records, Williamson County, Texas. Subject tract is a part of the 97.47 acre tract of land described in Document No. 2002099420 as stated in said instrument.

10b. Affidavit to the Public regarding an on-Site Sewage Facility as recorded in Document No. 2005006251, Official Public Records, Williamson County, Texas. Subject tract is a part of said Affidavit to the Public.

PARCEL 42ROW
SHEET 3 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS__2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 42 ROW\PARCEL 42ROW SH29 BYPASS LH.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR TRACT 1 BEING A 1.483 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 5.010 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO CAR-MA FAMILY LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NO. 2018093046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 700 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

LEGEND

●	IRON ROD FOUND
⊛	COTTON GIN SPINDLE FOUND
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
▽	CALCULATED POINT
•TP	TELEPHONE PEDESTAL
•FH	FIRE HYDRANT
•WMH	WATER MANHOLE
•WVM	WATER VALVE MAIN
•WV	WATER VALVE
▪WM	WATER METER
•ICV	IRRIGATION CONTROL VALVE
•WF	WATER FAUCET
○CO	CLEAN OUT
•SL	SEPTIC LID
▪ET	ELECTRIC TRANSFORMER
▪EB	ELECTRIC BOX
○PP	POWER POLE
⟵	DOWN GUY
▪PT	PROPANE TANK
⊸	SIGN
⊸HCP	HANDICAP PARKING SIGN
•SD	SATELLITE DISH
•FCP	FENCE CORNER POST
– · — · — · –	APPROXIMATE SURVEY LINE
—◇—◇—◇—◇—◇—	HAND RAIL
—\\—\\—\\—	WOOD FENCE
— X — X —	WIRE FENCE
— OU — OU —	OVERHEAD UTILITY LINE
———	EDGE OF PAVEMENT
-----------	STORM SEWER PIPE
– · — · — · –	ENGINEER'S BASELINE
—|||—|||—	CONTROL OF ACCESS LINE
COA	CONTROL OF ACCESS
AC	AIR CONDITIONER
PVC	POLYVINYL CHLORIDE PIPE
SCKP	STONE COLUMN WITH KEY PAD
SW-WC	STONE WALL WITH COLUMNS
CC	COVERED CONCRETE
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR TRACT 1 BEING A 1.483 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 5.010 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO CAR-MA FAMILY LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NO. 2018093046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 700 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

Legal Description of land:

TRACT 1: Being a 1.483 acre tract of land, more or less, situated in the JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, in Williamson County, Texas, and being a portion of the called 5.010 acre tract of land (Tract 2) conveyed to CAR-MA Family Limited Partnership, recorded in Document No. 2018093046, Official Public Record, Williamson County, Texas.

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance T-7, GF No. 2059850-KFD, which bears an Effective Date March 19, 2021 and an Issued Date of March 31, 2021 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Water distribution lines easement to Liberty Hill Water Supply Corp., recorded in Document No. 2004031109, Official Public Records, Williamson County, Texas. Subject tract is a part of the 97.47 acre tract of land described in Document No. 2002099420 as stated in said instrument.

10b. Affidavit to the Public regarding an on-Site Sewage Facility as recorded in Document No. 2005006251, Official Public Records, Williamson County, Texas. Subject tract is a part of said Affidavit to the Public.

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on January 14, 2021. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

MAY 03, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 — DATE

PARCEL 41ROW
SHEET 5 OF 5

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Commissioners Court - Regular Session **43.**

Meeting Date: 08/03/2021

Interlocal Agreement with City of Jarrell

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 regarding and Interlocal Agreement Pursuant to Chapter 242, Texas Local Government Code with the City of Jarrell regarding oversight of subdivision plats and approval in the ETJ.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 12:09 PM
Form Started By: Charlie Crossfield		Started On: 07/29/2021 10:01 AM
Final Approval Date: 07/29/2021		

INTERLOCAL AGREEMENT PURSUANT TO CHAPTER 242, TEXAS LOCAL GOVERNMENT CODE

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code and Texas Local Government Code § 242.001, as amended, by and between the CITY OF JARRELL, TEXAS ("**City**"), a political subdivision of the State of Texas, and the COUNTY OF WILLIAMSON, TEXAS ("**County'**), also a political subdivision of the State of Texas.

WHEREAS, Local Government Code § 242.001 was amended by the 77th and 78th Texas Legislatures to require the City and the County to agree as to the jurisdiction to oversee and regulate subdivision plats and approve related permits in the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the Interlocal Cooperation Act also allows local governments to contract with one another to perform governmental functions and services; and

WHEREAS, City and County mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically § 791.011 regarding contracts to perform governmental functions and services; and

WHEREAS, Section 242.001(d)(3) of the Texas Local Government Code, as amended, allows the City and the County to agree that the municipality and the county may apportion the area within the extraterritorial jurisdiction of the municipality with the municipality regulating subdivision plats and approving related permits in the area assigned to the municipality and the county regulating subdivision plats and approving related permits in the area assigned to the county; and

NOW, THEREFORE, City and County, for the mutual consideration stated herein, agree and understand as follows:

1. *City Exclusive Jurisdiction of Subdivisions*

    a. Except as otherwise stated herein, the City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in the City's ETJ, and shall regulate these subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and County shall no longer exercise any of these functions in City's ETJ.

    b. City shall be solely responsible for the inspection of all public roadway and related improvements constructed within the proposed subdivisions.

c. The City shall collect all fees and shall retain all fees for applications it reviews and/or inspects pursuant to this agreement.

d. Complete files regarding platting, design and drainage shall be maintained and kept continually updated for each application submitted, including all of the documentation as listed in **Appendix A**, attached hereto. The City will provide the County a courtesy digital copy of ETJ applications within 15 days after receipt by the City.

e. Complete files regarding construction and inspection of roads and drainage shall be maintained and kept continually updated for each application submitted, including all of the documentation as listed in Appendix A.

f. No variances from the Wilco Regulations shall be granted by the City without the written approval of the Williamson County Engineer, Williamson County Sr. Director of Infrastructure, or Williamson County Subdivision Development Supervising Engineer.

g. County will retain its normal responsibilities in the ETJ regarding, but not limited to, Flood Plain Management, On-Site Sewage Facilities regulations, Manufactured Homes Regulations and Right-of-Way Access Management regulations.

h. Notwithstanding anything stated above, the County will have exclusive jurisdiction to review and approve subdivision plats if the lot sizes are greater than 5 acres and less than 10 acres in size.

i. County will be permitted to review and comment upon any development or other subdivision-related agreements, including but not limited to municipal utility district consent agreements, entered into between the City and the subdivider for those proposed ETJ subdivisions that will not be annexed by the City prior to the approval of a final plat.

j. County will be permitted to review, comment and be a party to, any license agreements, or development agreements related to current or future County maintained infrastructure, entered into by the City.

k. The City shall provide the County with written notice of the approval of a final plat within ten (10) business days of the City's approval. After notice of approval is given, the County shall assign addresses to each lot within the subdivision

l. The City and County agree that all plats filed after the Effective Date for subdivisions in the ETJ shall be filed with the City.

m. For all new applications filed after the Effective Date for subdivisions located within those areas of the ETJ where the City has exclusive jurisdiction to regulate all subdivision plats and approve all related permits, as defined in Paragraph 1 above, the set of regulations to be enforced shall be the County's subdivision regulations, as may be amended from time to time.

n. The County agree to make copies of its current rules and regulations applicable to the subdivision of property within the ETJ available to the City. Additionally, the County agrees to provide the City with reasonable notice of at least fifteen (15) days prior to amending rules and regulations applicable to subdivision of property within the ETJ. County shall provide such notice to the City's City Manager or designee. Upon adoption of any such change, the County agrees to provide the City with copies of the change upon approval by the County's Commissioners Court.

2. *Extraterritorial Jurisdiction ("ETJ") Expansion or Reduction*.

The ETJ of City is determined in accordance with Texas Local Government Code Chapter 42. Upon either an expansion or reduction in the area of City's ETJ, City shall notify County of the expansion or reduction within thirty (30) days by sending a copy to the County, at no cost to the County, of the applicable ordinance and new map indicating the new ETJ boundaries to City. If available to City, the ordinance and new ETJ map shall be sent in an electronic format. However, if the County requests that City provide the ordinance and ETJ map in a specific format that will require either the City or County to upgrade its system in order for the City and County systems to be compatible, then County shall be responsible for paying the costs of such upgrade(s).

3. *Agreement Automatically Applies to New and Disannexed Areas*.

This Agreement shall automatically apply to any new areas that become part of or are deleted from the City's ETJ without the necessity of any amendment to this Agreement. This Agreement does not apply to any area annexed into the City.

4. *Homeowner's Associations in City's ETJ*.

Subdivisions developed with private streets and alleys in the ETJ shall have a Homeowner's Association which will own and be directly responsible for the operation and maintenance of said private streets and appurtenances,

including common areas and facilities and sidewalks. County shall not be required to maintain or provide any services beyond those services or maintenance generally provided throughout unincorporated areas of the county, including expenses incurred for storm sewers, fire hydrants, drains, lighting, parks, green belt areas and other structures or facilities. All subdivisions with private streets shall post signage at the entrance to said subdivision stating that the streets are private and not maintained by the County.

5. *Plats Affected*.

The plats that are affected by this Agreement shall be those for which applications are filed after the Effective Date. Any rights accruing to a person pursuant to Chapter 245 of the Texas Local Government Code shall not be affected by this Agreement.

6. *Street Naming Authority*.

The County reserves, subject to non-binding consultation with and advice of City in advance, its control with regard to naming authority over county roads in the county inventory that are existing as of the date of this Agreement, including control over naming and changing names of existing county roads located within any municipal ETJ in the unincorporated areas of the county.

7. *Dedication of Public Property in the ETJ (Platting Distinguished from Acceptance).*

Nothing in this Agreement shall be construed as granting to the City the authority to accept dedications of property on behalf of the County. Individuals or entities desiring to dedicate property to the County, including but not limited to storm sewers, fire hydrants, drainage areas, flood plains, sidewalks, lighting, parks, green belt areas, and other structures and facilities, must clearly indicate such intentions on all plats and other documents submitted in the application. No property, facilities or structures will be accepted for dedication by the County without formal approval of the County Commissioners Court. Notwithstanding the above, maintenance of streets covered by this Agreement will at no time be the responsibility of the City, unless said streets are annexed by the City.

Upon completion of the 2-year warranty period, the County will perform a survey of the roadways in accordance with applicable End of Warranty Period Checklist, attached hereto as **Appendix** B. If no deficiencies are found, the roadway will be accepted by the County for maintenance. If deficiencies are found, the County may perform forensics testing for a period not to exceed 3 months. Upon completion of forensics testing, if it

is determined that the materials are not in accordance with specifications, the County will work with the developer to resolve the issue and then the road will be presented to the Commissioners Court for acceptance by the County for maintenance.

8. *Agency; Independent Contract*.

The parties agree and acknowledge that each entity is not an agent of the other entity, and that each entity is responsible for its own acts, forbearance, negligence and deeds, and those of its agents and employees in conjunction with this Interlocal Agreement. The Agreement does not and shall not be construed to entitle any party or any party's respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party.

9. *Roadway Maintenance and Bonds.*

All bonds, including construction, warranty, performance and maintenance bonds, as required by the City, shall name the County and the City as the entities to be protected and either the County or the City or both shall have full power to enforce the bond requirements in the event of failure to comply with the bond requirements.

10. *Notices to City or to County*.

All notices required to be given under this Agreement shall be addressed as follows and shall be delivered by certified mail, postage prepaid, or by hand delivery:

To City:
_____
_____
_____

To County:
County Engineer
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

With a copy to:
County Judge
710 Main Street, Suite 201
Georgetown, Texas 78626

11. Modification.

Changes in the terms of this Agreement can be made only by written amendment executed by both parties and approved by the governing bodies of each prior to changes going into effect. No preconditions such as legal opinion letters or engineering studies may be imposed as a requirement for proposed amendments to be considered by either governing body, although such information may be allowed.

12. Mediation.

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

13. County Long-Range Transportation Plan

After working with the City, other municipalities within Williamson County and adjacent counties, the County adopted a Long-Range Transportation Plan in October 2009. In order to maintain the County's Long-Range Transportation Plan's objective of connectivity and mobility in and around the City's ETJ and throughout the region, the City agrees to review the County's Long-Range Transportation Plan, as may be amended from time to time, and the City will harmonize its transportation plans with the County's Long-Range Transportation Plan, as well as confer with the County in instances when there are conflicts between the County's Long-Range Transportation Plan, the City's transportation plans and proposed real property developments.

14. Term.

This Agreement shall be for a term of two (2) years after the Effective Date. Prior to that time, the Parties shall re-negotiate the terms and conditions of this Agreement, if necessary, pursuant to Chapter 242 of the Texas Local Government Code. This Agreement shall automatically renew for additional two (2) year terms if neither party seeks to re-negotiate the terms of the Agreement by providing three (3) months' notice to the other party of said intention to re-negotiate before the end of the term or any extension thereof.

15. Miscellaneous.

a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties. Either party may request to renegotiate this Agreement at any time.

b. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

c. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Williamson County, Texas.

d. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced, as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.

e. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.

f. This Agreement shall be effective as of _____ __, 20__ (the "**Effective Date**").

(signatures on following pages)

APPROVED BY THE CITY COUNCIL FOR THE CITY OF JARRELL, TEXAS, in its meeting held on the _____ day of _____ , 20__, and executed by its authorized representative.

CITY OF JARRELL, TEXAS

By: _____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

APPROVED BY THE COMMISSIONERS' COURT FOR WILLIAMSON COUNTY, TEXAS, in its meeting held on the _____ day of _____, 20__, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
William Gravell, Jr., County Judge

ATTEST:

_____
Nancy Rister, Williamson County Clerk

Appendix A

A complete file shall be maintained and kept continually updated for each application submitted (incl. preliminary plat, minor plat, final plat, replat, amended plat, preliminary drainage report, refined drainage report, geotechnical report or subdivision construction plans), including but not limited to a copy of each of the following:

- Pre-development meeting notes
- Initial application submittal (incl. application form and all related required documentation as required by the County's subdivision regulations, as amended)
- The appropriate application completeness checklist used in determining if the application is complete/incomplete
- Copy of complete/incomplete letter sent to the applicant including initial review timeframe
- All formal review comments communicated to the applicant/owner/developer/surveyor/engineer on the initial application review
- All application re-submittals (incl. applicant/owner/developer/surveyor/engineer response to comments and all documents transmitted with the re-submittal)
- All formal review comments communicated to the applicant/owner/developer/surveyor/engineer on all re-submittal application reviews
- All formal communication with the applicant/owner/developer/surveyor/engineer that all comments have been addressed
- All correspondence related to each application (incl. internal, with external entities, the public, or the applicant/owner/developer/surveyor/engineer)
- Digital files prior to the approval of a plat (One file shall be in an Adobe .pdf format, and the other files shall be in an AutoCAD .dwg,. dgn, and .shp format. All entities or objects within the .dwg and .dgn files shall be at zero elevation. The coordinate system of the electronic drawing shall be the Texas State Plane Coordinate System, Central Zone, U.S. Survey feet, grid coordinates. Right-of-way centerlines, real property boundary lines, (lots, blocks, external subdivision boundary, rights-of-way, etc.) and text shall each reside on independent or separate layers.)
- Documentation of any approved waiver or variance
- Final digital version (in Adobe .pdf format unless otherwise stated) of each approved application or approved revision to an application clearly noted as "approved" (incl. preliminary plat, minor plat, final plat, replat, amended plat, preliminary drainage report, refined drainage report, geotechnical report or subdivision construction plans)
- Documentation of a final approval or approved revision of each application by the appropriate approving entity/person (incl. governing body, elected official, department head, director, etc.)
- A complete timeline for each application from the initial submittal to final approval.
- For detention design, major channel design and analysis, determination of peak flow rates for floodplain modeling, and hydrologic channel routing, the U.S. Army Corps of Engineers HEC-HMS software, must be utilized. For floodplain studies, major channel design and analysis, and determination of finished floor elevations, the U.S. Army Corps of Engineers HEC-RAS software must be utilized. A copy of all HEC-HMS and HEC-RAS models received, reviewed and approved must be stored in the application file.

Upon, final approval or an approved revision of each application, the complete file shall be electronically transmitted to the County within ten (10) business days of the approval by sending to development@wilco.org.

Appendix B

End of Warranty Period Checklist

At the end of the 2-year warranty period, the following items will be field-inspected to verify that they meet Wilco standards:

- **HMAC Paving**: Potholes, segregated areas, alligator cracking, and cracking, settlement around structures.
- **Curb and Gutter:** Lifting, cracking, substantial broken curb.
- **Manholes, Curb Inlets, Junction Boxes:** Trash, inlet protection, structural cracking, settlement, drain Issues.
- **Striping RPMS:** Fading, cracking, and peeling.
- **Sets, Minor Culverts, Drop Inlets:** Structural cracking, settlement, drain Issues.
- **Landscaping:** Clear zone, sight distance encroachment.
- **Detention Ponds:** Drain/Erosion issues.
- **Bridges and Bridge Class Culverts:** checking for structural integrity. Scour. Piping.
- **SW3P:** has been successful and removed from project

Commissioners Court - Regular Session **44.**

Meeting Date: 08/03/2021

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 Joseph George Goergen and Barbara Anne Goergen for right of way needed on the Sam Bass Rd. project (Parcel 55). Funding: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 11:27 AM
Form Started By: Charlie Crossfield		Started On: 07/29/2021 11:12 AM
Final Approval Date: 07/29/2021		

REAL ESTATE CONTRACT
Corridor H/Sam Bass Road Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by JOSEPH GEORGE GOERGEN and BARBARA ANNE GOERGEN, Trustees of the Goergen Family Trust Dated October 15, 2008 (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 0.073 of an acre (3,183 sq. ft.) tract of land out of the W. Kinkaid Survey, Abstract No. 374, in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. (**Parcel 55**); and

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 THIRTY-SEVEN THOUSAND ONE HUNDRED SEVEN and 00/100 Dollars ($37,107.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in good funds at the Closing.

Special Provisions

2.03. Replacement Driveway Surface Material. As additional consideration for the acquisition of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that it shall at its own expense cause any reconstruction of Seller's existing driveways which are required by Purchaser's proposed Sam Bass roadway construction project to be completed with exposed aggregate surface material specification to match the existing driveway surface as closely as reasonably possible.

By execution of this agreement Seller allows Purchaser, its contractors and agents to temporarily access the remaining property of Seller only in the limited area and for the minimum time necessary to carry out the obligations of this paragraph and completion of any connection with existing driveway grades and material.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

3.03. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 31, 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 Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested 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

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:

Joseph George Goergen
By Barbara Anne Goergen
as attorney-in-fact

Joseph George Goergen. Trustee of the
Goergen Family Trust Dated
October 15, 2008

Address: 2200 Great Oaks Drive
Round Rock, Texas 78681

Date: 7-28-21

Barbara Anne Goergen

Barbara Anne Goergen. Trustee of the
Goergen Family Trust Dated
October 15, 2008

Date: 7-28-21

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

County: Williamson
Parcel No.: 55
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

November 1, 2019

PROPERTY DESCRIPTION FOR PARCEL 55

DESCRIPTION OF A 0.073 ACRE (3,183 SQ. FT.) PARCEL LOCATED IN THE W. KINCAID SURVEY, ABSTRACT 374, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, GREAT OAKS SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 372, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO JOSEPH GEORGE GOERGEN AND BARBARA ANNE GOERGEN, TRUSTEES OF GOERGEN FAMILY TRUST DATED OCTOBER 15, 2008, RECORDED OCTOBER 17, 2008, IN DOCUMENT NO. 2008079392, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.073 ACRE (3,183 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 22.12 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 334+05.69 on the existing south right-of-way line of County Road 175 (Sam Bass Road) a variable width right-of-way, no record information found, for the northeast corner of Lot 17 of said Great Oaks Subdivision, described in a deed to Chad Frers and Brandi Frers, recorded in Document No. 2008057823, O.P.R.W.C.TX., same being the northwest corner of Lot 18 of said Great Oaks Subdivision, described in a deed to Chad Taylor and Jennifer Taylor, recorded in Document No. 2009040031, O.P.R.W.C.TX.;

THENCE S 57°41'08" E, with the existing south right-of-way line of said Sam Bass Road, a distance of 158.93 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (1/2-inch iron rod found replaced with 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY") set 17.36 feet right of Sam Bass Road E.C.S. 335+65.60 on the proposed south right-of-way line of Sam Bass Road, for the northeast corner of said Lot 18, same being the northwest corner of Lot 19, of said Great Oaks Subdivision, described in a deed to The JHK Trust, recorded in Document No. 2016030052, O.P.R.W.C.TX.;

THENCE S 32°12'52" W, departing the existing south right-of-way of said Sam Bass Road, with the proposed south right-of-way line of said Sam Bass Road a distance of 1.65 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. 335+65.68;

THENCE S 55°04'08", continuing with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot 19, a distance of 204.33 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. 337+70.01 on the common line of said Lot 19 and of Lot WW, of said Great Oaks Subdivision, as owned by Aqua Texas, INC., as per Williamson County Appraisal District, Parcel Identification No. R35351;

THENCE S 55°04'08" E, departing the common line of said Lot 19 and Lot WW, continuing with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot WW, a distance of 96.46 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,168,711.12, E=3,113,460.04) set 19.00 feet right of Sam Bass Road E.C.S. 338+66.47, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 52°00'16" E, departing the proposed south right-of-way line of said Sam Bass Road, with the common line of said Lot WW and said Lot 1, crossing at a distance of 9.17 feet the west line of a 5-feet wide Road Widening Easement show on the said Great Oaks subdivision plat, and continuing for a total distance of 15.27 feet to a calculated point on the existing south right-of-way line of said Sam Bass Road;

THENCE departing the common corner of said Lot WW and said Lot 1, continuing with the existing south right-of-way line of said Sam Bass Road and the north line of said 5-feet wide Road Widening Easement, the following two (2) courses and distances numbered 2-3:

2) S 57°21'54" E, a distance of 108.85 feet to a calculated point, and

3) S 53°54'54" E, a distance of 152.82 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. 341+30.79 on the proposed south right-of-way line of said Sam Bass Road, for the east corner of the parcel described herein, said point being the beginning to a curve to the right,

THENCE departing the existing south right-of-way line of said Sam Bass Road, with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot 1, the following two (2) courses and distances numbered 4-5:

4) With said curve to the right, crossing at an arc distance of 36.73 feet the south line of said 5-feet wide Road Widening Easement, and continuing for a total arc distance of 253.37 feet, through a central angle of 07°11'25", having a radius of 2,019.00 feet, and a chord that bears N 58°39'51" W, a distance of 253.21 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. 338+79.80, and

INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 55
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

5) N 55°04'08" W, a distance of 13.33 feet to the **POINT OF BEGINNING,** and containing 0.073 acres (3,183 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 TRAVIS §

That I, Marvin Dearbonne Jr., 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.

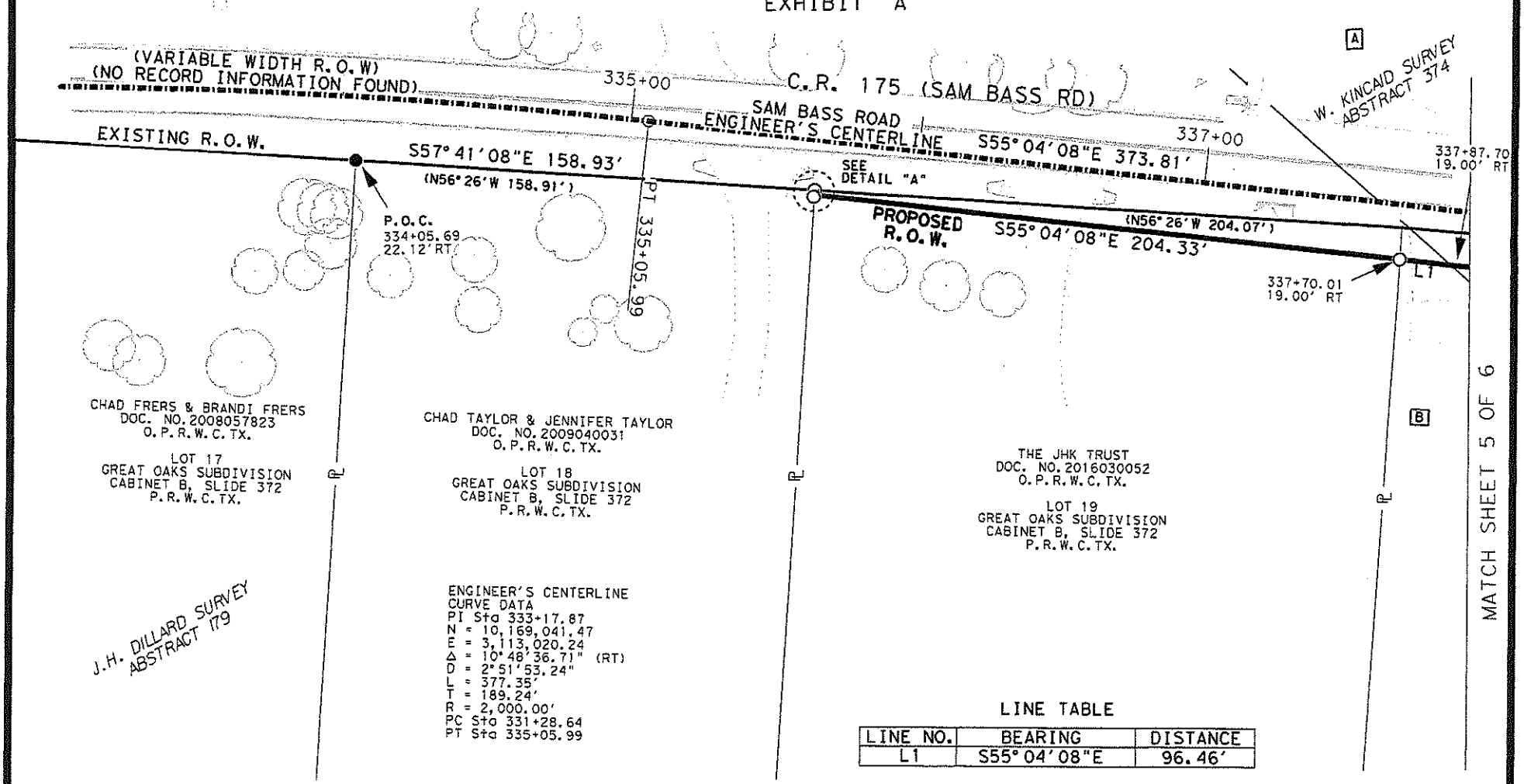
Preliminary

11/01/2019 1:19:54 PM

Marvin Dearbonne Jr. Date
Registered Professional Land Surveyor
No. 5697 – State of Texas

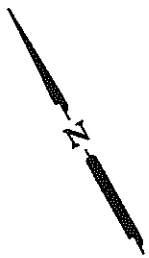
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S55°04'08"E	96.46'



50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

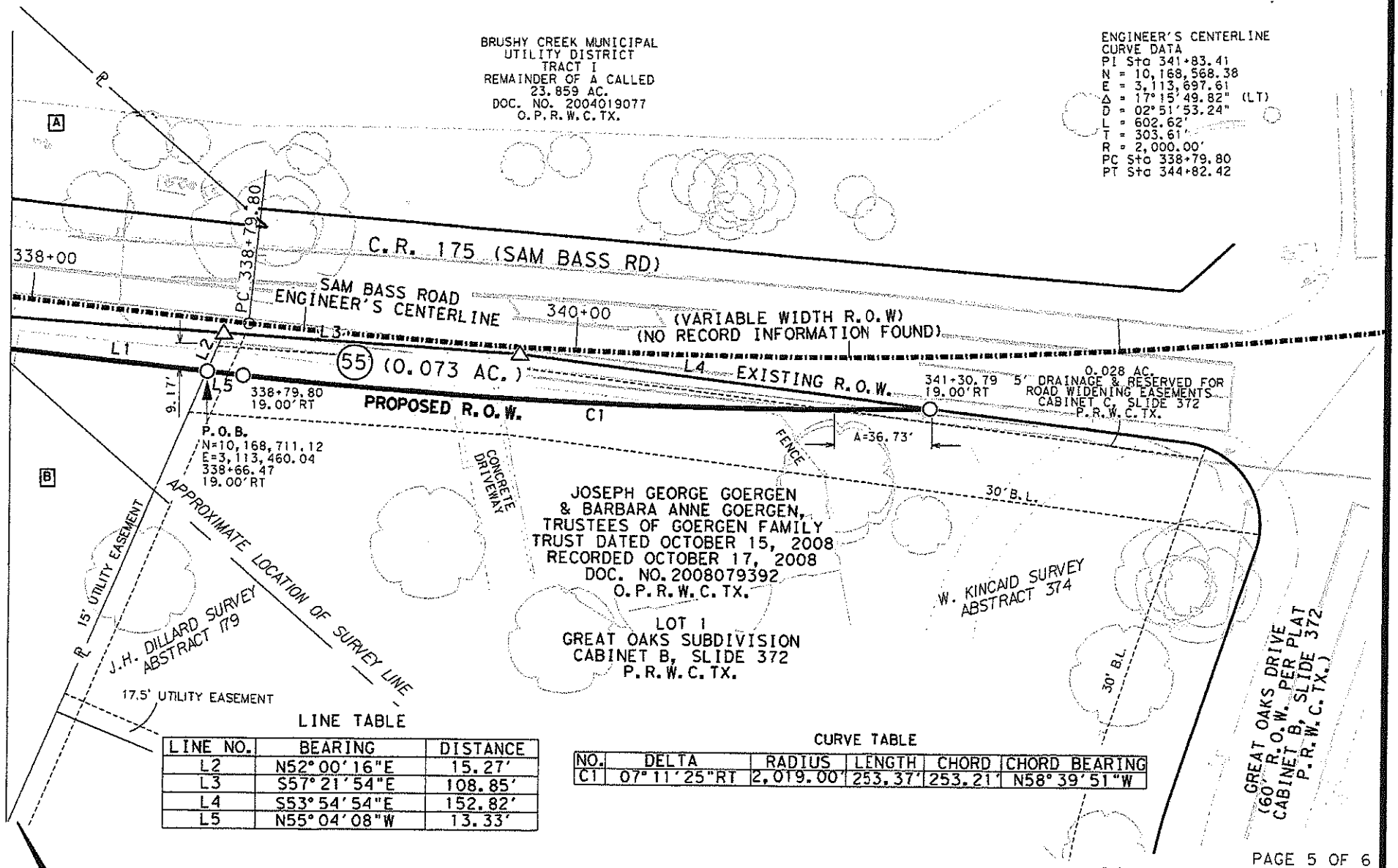
REF. FIELD NOTE NO. 45986
FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\55\PLAT\00\P-55_SHEET2.dgn

EXISTING	*1.919 AC.	ACQUIRE	0.073 AC.	REMAINING	1.846 AC. RIGHT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
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
JOSEPH GEORGE GOERGEN
& BARBARA ANNE GOERGEN
PARCEL 55
0.073 AC. (3,183 SQ. FT.)

EXHIBIT "A"



MATCH SHEET 4 OF 6

LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	N52°00'16"E	15.27'
L3	S57°21'54"E	108.85'
L4	S53°54'54"E	152.82'
L5	N55°04'08"W	13.33'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°11'25"RT	2,019.00'	253.37'	253.21'	N58°39'51"W

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 45986

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\55\PLAT\00\P-55.dgn

EXISTING	*1.919 AC.	ACQUIRE	0.073 AC.	REMAINING	1.846 AC. LEFT

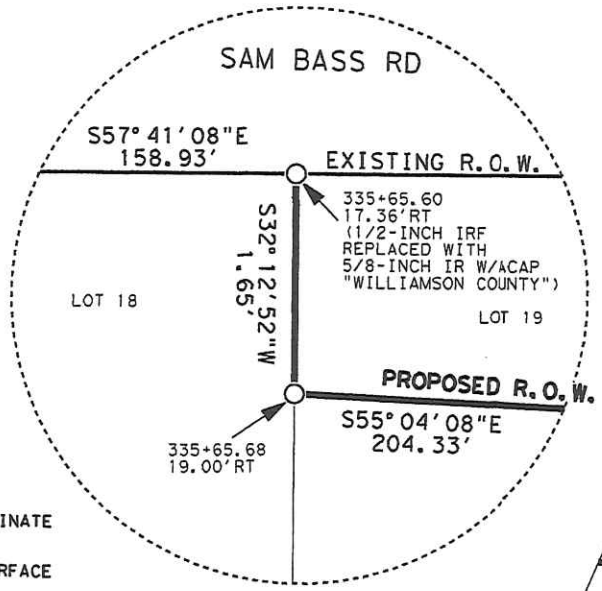
SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JOSEPH GEORGE GOERGEN
& BARBARA ANNE GOERGEN
PARCEL 55
0.073 AC. (3,183 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)



DETAIL "A"
NOT TO SCALE

A

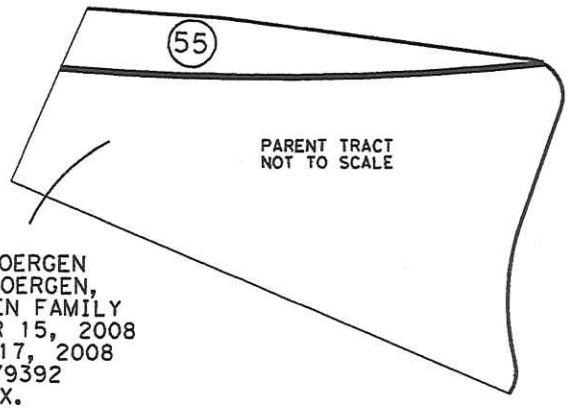
GREAT OAKS DR
100' ROW
DEDICATED IN PLAT
CAB. C, SLIDE 303
DOC. No. 1977003005
P.R.W.C.TX.

BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT
WATER TREATMENT FACILITY
- PRIVATE DRIVE

B

AQUA TEXAS, INC.
AS PER WILLIAMSON COUNTY
APPRAISAL DISTRICT
PARCEL IDENTIFICATION NUMBER R35351

LOT WW
GREAT OAKS SUBDIVISION
CABINET B, SLIDE 372
P.R.W.C.TX.



JOSEPH GEORGE GOERGEN
& BARBARA ANNE GOERGEN,
TRUSTEES OF GOERGEN FAMILY
TRUST DATED OCTOBER 15, 2008
RECORDED OCTOBER 17, 2008
DOC. NO. 2008079392
O.P.R.W.C.TX.

LOT 1
GREAT OAKS SUBDIVISION
CABINET B, SLIDE 372
P.R.W.C.TX.

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 WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
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.

Preliminary

11/01/2019 1:20:00 PM

DATE

MARVIN DEARBONNE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5697, STATE OF TEXAS

REF. FIELD NOTE NO. 45986

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\55\PLAT\00\P-55.dgn

EXISTING	*1.919 AC.	ACQUIRE	0.073 AC.	REMAINING	1.846 AC. LEFT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JOSEPH GEORGE GOERGEN
& BARBARA ANNE GOERGEN
PARCEL 55
0.073 AC. (3,183 SQ. FT.)

EXHIBIT "B"

Parcel 55

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 JOSEPH GEORGE GOERGEN and BARBARA ANNE GOERGEN, TRUSTEES of the GOERGEN FAMILY TRUST Dated October 15, 2008, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.073 (3,183 Sq. Ft.) tract of land in the W. Kincaid Survey, Abstract No. 374, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 55)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or the City of Round Rock or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor H/Sam Bass Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature pages follow]

GRANTOR:

_____
Joseph George Goergen, Co-Trustee of the
Georgen Family Trust Dated October 15, 2008

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Joseph George Goergen, Co-Trustee of the Georgen Family Trust Dated October 15, 2008, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____

Barbara Anne Goergen, Co-Trustee of the
Georgen Family Trust Dated October 15, 2008

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Barbara Anne Goergen, Co-Trustee of the Georgen Family Trust Dated October 15, 2008, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **45.**

Meeting Date: 08/03/2021

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 Pay Scales due to exigencies and economic demands.

Background

Compensation Study and Analysis: Law Enforcement Pay Scale

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCSO Compensation Presentation

Compensation Analysis and Proposal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/28/2021 04:51 PM

Form Started By: Tammy Alexander Started On: 07/28/2021 03:18 PM

Final Approval Date: 07/28/2021



Williamson County Sheriff's Office

PAY COMPENSATION ANALYSIS

GOAL:

Meet or Exceed Community Expectations for Policing

WILCO STRONG!

PROBLEM:

(1) Lowest policing compensation among competitive agencies in the County

(2) Assessing Compensation needs based on Openings

(3) Qualified Applicants don't apply / Left with what is left over

(4) Recent History & Liabilities/Litigation

(5) Outdated Compensation Study Methodology
Market & Timeframe

WILCO STRONG!

(1) Salary Comparisons:

	Pay	DA Court Filings
1. Cedar Park PD	(Up to **23%** Higher $)	(**14%** of Case Filings)
2. Round Rock PD	(Up to **21%** Higher $)	(**24%** of Case Filings)
3. Leander PD	(Up to **21%** Higher $)	(**6%** of Case Filings)
4. Georgetown PD	(Up to **21%** Higher $)	(**10%** of Case Filings
5. Hutto PD	(Up to **8%** Higher $)	(**4%** of Case Filings)
6. Williamson County SO	(**Lowest**),	(**23%** of Case Filings)

*All Agencies anticipating adjusting pay this year

*Additionally – The County does not provide comparable incentives (Language, Education, Specialties, etc.)

WILCO STRONG!

(2) Compensation Needs:

Historically, Needs are only addressed when facing hiring challenges leading to the following:

- ***Hiring from a limited applicant pool***
- ***Selecting from what is left***
- ***Pressure for Less Accountability to retain staff***
- ***Less Quality Officers serving our citizens***
- ***Same expectations with no commitment to the employee***
- ***Citizens unaware of funding gap but have same level of expectations***

WILCO STRONG!

(3) Applicant Processes:

1. Round Rock PD – 750
2. Round Rock ISD PD – 160
3. Cedar Park PD – 144
4. Georgetown PD – 100
5. Williamson County SO – 76

Even highly competitive agencies are struggling to find quality applicants in today's national climate

WILCO STRONG!

(4) History & Liability Reduction:

** Overcoming National Embarrassment*

** On-going & New Litigation*

** Inter-agency Relations Ruined*

** Increased Community Expectations*

Professional, Educated, Trustworthy, Transparent, & Accountable

WILCO STRONG!

(5) Current Compensation Methodology

- Comparing compensation to surrounding counties with same level of service expectations as city policing

- Timeline of assessments not current to keep up with market changes

WILCO STRONG!

SOLUTIONS:

Adequately FUND POLICING

- *Maintain Competitiveness with Fiscal Responsibility*
  *(**1%** above the median)*
- *Institute Annual Compensation Model to Reduce % of Change*

Meet Community Expectations for Law Enforcement

- *"No Citizen moves from a **city** to the **county** expecting **LESS QUALITY** Or **QUANTITY** of policing"*
- *Raise Agency Standards, Expectations & Accountability*

WILCO STRONG!

WILCO Community Expectations:

* *Quality of Life*
* *Public Safety*
* *Educational Systems*
* *Employment Opportunities*

WILCO STRONG!

Public Safety Questions:

1. *Is our request reasonable?*
   If not, why not?
2. *Do county residents expect Less?*
3. *Is Public Safety a Priority?*

"Your Priorities are where you spend your time and money."
Commissioner Boles

WILCO STRONG!

Law Enforcement Compensation Overview

WILCO Pay Recommendations

DEPUTY

	Current WCSO	Median Public Safety Comparison	Median Plus 1%
Minimum	$53,321	$57,589	$58,165
Median	$63,098	$69,947	$70,647
Maximum	$74,661	$82,890	$83,719

SERGEANT

	Current WCSO	Median Public Safety Comparison	Median Plus 1%
Minimum	$62,262	$75,531	$76,286
Median	$72,950	$84,692	$85,539
Maximum	$85,472	$94,198	$95,140

LIEUTENANT

	Current WCSO	Median Public Safety Comparison	Median Plus 1%
Minimum	$69,625	$86,974	$87,843
Median	$80,777	$96,447	$97,412
Maximum	$93,706	$106,088	$107,148

COMMANDER

	Current WCSO	Median Public Safety Comparison	Median Plus 1%
Minimum	$75,844	$104,525	$105,570
Median	$94,240	$115,176	$116,328
Maximum	$109,324	$126,201	$127,463

ASSISTANT CHIEF

	Current WCSO	Median Public Safety Comparison	Median Plus 1%
Minimum	$91,742	$110,360	$111,463
Median	$114,677	$127,174	$128,445
Maximum	$137,613	$142,998	$144,428

COST SUMMARY (560) L SCALE

JOB TITLE	# OF EMPLOYEES	CURRENT BUDGET (Includes Fringe)	PROPOSED FY22 BUDGET (Includes Fringe)	DIFFERENCE
Deputy + Detective*	130	$10,419,842	$11,949,870	$1,530,027
Detective Stipend**	34	$0	$177,029	$177,029
Sergeant	25	$2,453,073	$2,908,167	$455,094
Lieutenant	12	$1,328,746	$1,587,381	$258,635
Commander	3	$406,586	$474,048	$67,462
Total	**170**	**$14,608,246**	**$17,096,494**	**$2,488,247**

*Assumes Detective stipend and position reclassification

**Includes two detectives stipends for Corrections

Fringe = .2397

COST SUMMARY (560 and 570) B SCALE

JOB TITLE	# OF EMPLOYEES	CURRENT SALARY	CURRENT BUDGET (Includes Fringe)	PROPOSED SALARY	PROPOSED SALARY BUDGET (Includes Fringe)	DIFFERENCE
Asst. Chief LE	2	$105,504	$261,587	$128,445	$318,467	$56,880
Asst. Chief CORR	1	$105,504	$130,793	$128,445	$159,233	$28,440
Chief Deputy	1	$132,705	$164,514	$150,650	$186,761	$22,246
		Total	**$556,894**	**$407,540**	**$664,461**	**$107,566**

INCENTIVES (560)

TYPE OF INCENTIVE PAY	POSITION	AMOUNT PER MONTH	TOTAL ANNUAL COST PER PERSON	# OF POSITIONS (Estimated via TCOLE Records)	TOTAL COST PER YEAR, PER POSITION	TOTAL ANNUAL COST
Education*	Associates Degree	$90	$1,080	50	$54,000.00	$132,120.00
	Bachelors Degree	$170	$2,040	27	$55,080.00	
	Masters Degree	$240	$2,880	8	$23,040.00	
Certification	Intermediate LE	$50.00	$600.00	25	$15,000.00	$15,000.00
Bilingual**	Basic, LE	$23.08	$600.08	30	$18,002.40	$36,004.80
	Advanced, LE	$34.62	$900.12	20	$18,002.40	
					Total	**$183,125**

*One level of education incentive pay per employee

**Must pass proficiency test to receive incentive, only languages approved by Commissioners Court and Sheriff's office

OVERALL COST BY DEPARTMENT

	560	570
Pay Scale Adjustments - L Chart	$2,477,834	$10,413
Pay Scale Adjustments - B Chart	$79,126	$28,440
Incentive Pay	$183,125	
Total	**$2,740,085**	**$38,853**
Grand Total	**$2,778,938**	

Agency Comparison by Percentage

DEPUTY	Annual - Current	Annual - Proposed	RRPD	$ Difference	% Difference	CPPD	$ Difference	% Difference	GPD	$ Difference	% Difference	LPD*	$ Difference	% Difference	HUTTO	$ Difference	% Difference
L1-1	$53,321	$58,165	$61,441	($8,121)	15.23%	$62,148	($8,827)	16.56%	$56,938	($3,617)	6.78%	$58,240	($4,919)	9.23%	$56,077	($2,756)	5.17%
L1-2	$54,387	$60,198	$64,286	($9,899)	18.20%	$66,216	($11,829)	21.75%	$59,216	($4,829)	8.88%	$59,987	($5,600)	10.30%	$57,325	($2,938)	5.40%
L1-3	$55,475	$62,302	$67,131	($11,656)	21.01%	$67,309	($11,834)	21.33%	$61,584	($6,109)	11.01%	$61,787	($6,312)	11.38%	$58,573	($3,098)	5.59%
L1-4	$56,584	$64,172	$68,475	($11,891)	21.01%	$68,420	($11,836)	20.92%	$63,432	($6,848)	12.10%	$63,640	($7,056)	12.47%	$59,883	($3,299)	5.83%
L1-5	$57,716	$66,097	$69,841	($12,125)	21.01%	$71,156	($13,440)	23.29%	$65,335	($7,619)	13.20%	$65,550	($7,834)	13.57%	$61,214	($3,498)	6.06%
L1-6	$58,870	$68,080	$71,230	($12,360)	20.99%	$72,330	($13,460)	22.86%	$67,295	($8,425)	14.31%	$67,516	($8,646)	14.69%	$62,587	($3,717)	6.31%
L1-7	$60,048	$70,122	$72,663	($12,616)	21.01%	$73,524	($13,476)	22.44%	$69,313	($9,265)	15.43%	$69,542	($9,494)	15.81%	$63,980	($3,932)	6.55%
L1-8	$61,248	$72,226	$74,119	($12,871)	21.01%	$74,737	($13,489)	22.02%	$71,393	($10,145)	16.56%	$71,628	($10,379)	16.95%	$65,520	($4,272)	6.97%
L1-9	$62,473	$74,392	$75,598	($13,124)	21.01%	$75,970	($13,497)	21.60%	$73,535	($11,062)	17.71%	$73,777	($11,303)	18.09%	$66,872	($4,399)	7.04%
L1-10	$63,723	$76,624	$77,121	($13,398)	21.03%	$77,224	($13,501)	21.19%	$75,741	($12,018)	18.86%	$75,990	($12,267)	19.25%	$68,390	($4,667)	7.32%
L1-11	$64,997	$78,923	$78,666	($13,669)	21.03%	$78,498	($13,501)	20.77%	$78,013	($13,016)	20.02%	$78,270	($13,272)	20.42%	$69,930	($4,933)	7.59%
L1-12	$66,297	$80,814	$80,234	($13,937)	21.02%	$79,793	($13,496)	20.36%	$80,353	($14,056)	21.20%	$80,618	($14,320)	21.60%	$71,531	($5,234)	7.89%
L1-13	$67,623	$82,293	$81,847	($14,224)	21.03%	$81,110	($13,487)	19.94%	$81,960	($14,337)	21.20%	$82,180	($14,557)	21.53%	$73,154	($5,531)	8.18%
L1-14	$68,976	$83,137	$83,482	($14,506)	21.03%	$82,448	($13,472)	19.53%	$83,600	($14,624)	21.20%	$82,180	($13,204)	19.14%	$73,154	($4,178)	6.06%
L1-15	$70,355	$83,719	$85,162	($14,807)	21.05%	$83,808	($13,453)	19.12%	$83,600	($13,245)	18.83%	$82,180	($11,825)	16.81%	$73,154	($2,799)	3.98%
L1-16	$71,762	$83,719	$86,865	($15,102)	21.04%	$85,191	($13,429)	18.71%	$83,600	($11,838)	16.50%	$82,180	($10,418)	14.52%	$73,154	($1,392)	1.94%
L1-17	$73,198	$83,719	$86,865	($13,667)	18.67%	$86,597	($13,399)	18.31%	$83,600	($10,402)	14.21%	$82,180	($8,982)	12.27%	$73,154	$44	-0.06%
L1-18	$74,661	$83,719	$86,865	($12,203)	16.34%	$88,026	($13,365)	17.90%	$83,600	($8,939)	11.97%	$82,180	($7,519)	10.07%	$73,154	$1,507	-2.02%

																			Median	Median Plus 1%
Minimum	$53,321		$61,441			$62,148			$56,938			$58,240			$56,077			Minimum	$57,589	$58,165
Median	$63,098		$74,859			$76,597			$70,353			$69,542			$63,980			Median	$69,947	$70,647
Maximum	$74,661		$86,865			$88,026			$83,600			$82,180			$73,154			Maximum	$82,890	$83,719

*Merit raise average 3% per year, plus city-wide annual COLA average 1.5% - 2%, bottom and top of each grade

Agency Comparison by Percentage

	Annual - Current	Annual - Proposed	RRPD	$ Difference	% Difference	CPPD	$ Difference	% Difference	GPD	$ Difference	% Difference	LPD*	$ Difference	% Difference	HUTTO	$ Difference	% Difference
SERGEANT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L3-1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L3-2	$62,262	$76,286	$78,017	($15,755.20)	25.30%	$86,189	($23,927)	38.43%	$77,721	($15,459)	24.83%	$73,320	($11,058)	17.76%	$73,341	($11,079)	17.79%
L3-3	$63,507	$78,368	$81,534	($18,027.09)	28.39%	$87,698	($24,191)	38.09%	$79,664	($16,157)	25.44%	$75,520	($12,013)	18.92%	$75,026	($11,519)	18.14%
L3-4	$64,777	$80,518	$83,169	($18,392.04)	28.39%	$89,232	($24,455)	37.75%	$81,656	($16,879)	26.06%	$77,785	($13,008)	20.08%	$76,710	($11,933)	18.42%
L3-5	$66,073	$82,727	$84,826	($18,753.28)	28.38%	$90,794	($24,721)	37.42%	$83,697	($17,624)	26.67%	$80,119	($14,046)	21.26%	$78,478	($12,405)	18.78%
L3-6	$67,394	$84,997	$86,529	($19,135.05)	28.39%	$92,383	($24,989)	37.08%	$85,789	($18,395)	27.29%	$82,522	($15,128)	22.45%	$80,267	($12,873)	19.10%
L3-7	$68,742	$87,331	$88,253	($19,511.04)	28.38%	$93,999	($25,257)	36.74%	$87,934	($19,192)	27.92%	$84,998	($16,256)	23.65%	$82,118	($13,376)	19.46%
L3-8	$70,117	$89,673	$90,023	($19,906.24)	28.39%	$95,644	($25,527)	36.41%	$90,133	($20,016)	28.55%	$87,548	($17,431)	24.86%	$83,990	($13,873)	19.79%
L3-9	$71,519	$91,905	$91,815	($20,295.86)	28.38%	$97,318	($25,799)	36.07%	$92,386	($20,867)	29.18%	$90,174	($18,655)	26.08%	$83,990	($12,471)	17.44%
L3-10	$72,950	$93,417	$93,652	($20,702.38)	28.38%	$99,021	($26,071)	35.74%	$94,695	($21,745)	29.81%	$91,333	($18,383)	25.20%	$83,990	($11,040)	15.13%
L3-11	$74,408	$94,367	$95,533	($21,124.51)	28.39%	$100,754	($26,346)	35.41%	$97,063	($22,655)	30.45%	$91,333	($16,925)	22.75%	$83,990	($9,582)	12.88%
L3-12	$75,897	$95,140	$97,437	($21,540.21)	28.38%	$101,517	($25,620)	33.76%	$97,063	($21,166)	27.89%	$91,333	($15,436)	20.34%	$83,990	($8,093)	10.66%
L3-13	$77,415	$95,140	$99,453	($22,038.47)	28.47%	$104,311	($26,896)	34.74%	$97,063	($19,648)	25.38%	$91,333	($13,918)	17.98%	$83,990	($6,575)	8.49%
L3-14	$78,963	$95,140	$99,453	($20,490.23)	25.95%	$106,137	($27,174)	34.41%	$97,063	($18,100)	22.92%	$91,333	($12,370)	15.67%	$83,990	($5,027)	6.37%
L3-15	$80,542	$95,140	$99,453	($18,910.96)	23.48%	$106,137	($25,595)	31.78%	$97,063	($16,521)	20.51%	$91,333	($10,791)	13.40%	$83,990	($3,448)	4.28%
L3-16	$82,153	$95,140	$99,453	($17,300.14)	21.06%	$106,137	($23,984)	29.19%	$97,063	($14,910)	18.15%	$91,333	($9,180)	11.17%	$83,990	($1,837)	2.24%
L3-17	$83,796	$95,140	$99,453	($15,656.96)	18.68%	$106,137	($22,341)	26.66%	$97,063	($13,267)	15.83%	$91,333	($7,537)	8.99%	$83,990	($194)	0.23%
L3-18	$85,472	$95,140	$99,453	($13,980.90)	16.36%	$106,137	($20,665)	24.18%	$97,063	($11,591)	13.56%	$91,333	($5,861)	6.86%	$83,990	$1,482	-1.73%

																			Median	Median Plus 1%
Minimum	$62,262		$78,017			$86,189			$77,721			$73,320			$73,341			Minimum	$75,531	$76,286
Median	$72,950		$89,138			$95,644			$86,862			$82,522			$78,478			Median	$84,692	$85,539
Maximum	$85,472		$99,453			$106,137			$97,063			$91,333			$83,990			Maximum	$94,198	$95,140

*Merit raise average 3% per year, plus city-wide annual COLA average 1.5% - 2%, bottom and top of each grade

Agency Comparison by Percentage

	Annual - Current	Annual - Proposed	RRPD	$ Difference	% Difference	CPPD	$ Difference	% Difference	GPD	$ Difference	% Difference	LPD*	$ Difference	% Difference	HUTTO	$ Difference	% Difference
LIEUTENANT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L4-1	N/A	N/A	NA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L4-2	N/A	N/A	NA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L4-3	$69,625	$87,843	$92,711	($23,086)	33.16%	$100,832	($31,207)	44.82%	$89,437	($19,812)	28.46%	$84,510	($14,885)	21.38%	$77,002	($7,377)	10.60%
L4-4	$71,017	$90,027	$96,653	($25,636)	36.10%	$102,597	($31,580)	44.47%	$91,226	($20,209)	28.46%	$87,045	($16,028)	22.57%	$78,770	($7,753)	10.92%
L4-5	$72,438	$92,267	$98,579	($26,141)	36.09%	$104,392	($31,954)	44.11%	$93,050	($20,612)	28.46%	$89,657	($17,219)	23.77%	$80,600	($8,162)	11.27%
L4-6	$73,886	$94,565	$100,551	($26,665)	36.09%	$106,219	($32,333)	43.76%	$94,911	($21,025)	28.46%	$92,346	($18,460)	24.98%	$82,451	($8,565)	11.59%
L4-7	$75,364	$96,923	$102,567	($27,203)	36.10%	$108,078	($32,714)	43.41%	$96,809	($21,445)	28.46%	$95,117	($19,753)	26.21%	$84,365	($9,001)	11.94%
L4-8	$76,871	$99,342	$104,627	($27,756)	36.11%	$109,970	($33,099)	43.06%	$98,746	($21,875)	28.46%	$97,970	($21,099)	27.45%	$86,320	($9,449)	12.29%
L4-9	$78,409	$101,823	$106,710	($28,301)	36.09%	$111,894	($33,485)	42.71%	$100,721	($22,312)	28.46%	$100,909	($22,501)	28.70%	$88,338	($9,929)	12.66%
L4-10	$79,977	$104,369	$108,838	($28,861)	36.09%	$113,852	($33,875)	42.36%	$102,735	($22,758)	28.46%	$103,937	($23,960)	29.96%	$88,338	($8,361)	10.45%
L4-11	$81,577	$106,090	$111,011	($29,434)	36.08%	$115,845	($34,268)	42.01%	$104,790	($23,213)	28.46%	$105,290	($23,713)	29.07%	$88,338	($6,761)	8.29%
L4-12	$83,208	$107,148	$113,251	($30,043)	36.11%	$117,872	($34,664)	41.66%	$106,885	($23,677)	28.46%	$105,290	($22,082)	26.54%	$88,338	($5,130)	6.17%
L4-13	$84,872	$107,148	$113,251	($28,379)	33.44%	$119,935	($35,063)	41.31%	$106,885	($22,013)	25.94%	$105,290	($20,418)	24.06%	$88,338	($3,466)	4.08%
L4-14	$86,570	$107,148	$113,251	($26,681)	30.82%	$119,935	($33,365)	38.54%	$106,885	($20,315)	23.47%	$105,290	($18,720)	21.62%	$88,338	($1,768)	2.04%
L4-15	$88,301	$107,148	$113,251	($24,950)	28.26%	$119,935	($31,634)	35.83%	$106,885	($18,584)	21.05%	$105,290	($16,989)	19.24%	$88,338	($37)	0.04%
L4-16	$90,067	$107,148	$113,251	($23,184)	25.74%	$119,935	($29,868)	33.16%	$106,885	($16,818)	18.67%	$105,290	($15,223)	16.90%	$88,338	$1,729	-1.92%
L4-17	$91,868	$107,148	$113,251	($21,383)	23.28%	$119,935	($28,067)	30.55%	$106,885	($15,017)	16.35%	$105,290	($13,422)	14.61%	$88,338	$3,530	-3.84%
L4-18	$93,706	$107,148	$113,251	($19,545)	20.86%	$119,935	($26,229)	27.99%	$106,885	($13,179)	14.06%	$105,290	($11,584)	12.36%	$88,338	$5,368	-5.73%

																			Median	Median Plus 1%
Minimum	$69,625		$92,711			$100,832			$89,437			$84,510			$77,002			Minimum	$86,974	$87,843
Median	$80,777		$103,597			$109,970			$97,778			$95,117			$82,451			Median	$96,447	$97,412
Maximum	$93,706		$113,251			$119,935			$106,885			$105,290			$88,338			Maximum	$106,088	$107,148

*Merit raise average 3% per year, plus city-wide annual COLA average 1.5% - 2%, bottom and top of each grade

Agency Comparison by Percentage

	Annual - Current	Annual - Proposed	RRPD	$ Difference	% Difference	CPPD	$ Difference	% Difference	GPD	$ Difference	% Difference	LPD*	$ Difference	% Difference	HUTTO	$ Difference	% Difference
COMMANDER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L5-1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L5-2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L5-3	$75,844	$105,570	$106,352	($30,508)	40.22%	$110,555	($34,711)	45.77%	$102,697	($26,853)	35.41%						
L5-4	$82,854	$109,589	$112,355	($29,501)	35.61%	$112,256	($29,402)	35.49%	$104,751	($21,897)	26.43%						
L5-5	$84,511	$111,775	$114,595	($30,084)	35.60%	$114,490	($29,979)	35.47%	$106,846	($22,335)	26.43%						
L5-6	$86,201	$113,999	$116,902	($30,701)	35.62%	$116,757	($30,556)	35.45%	$108,983	($22,782)	26.43%						
L5-7	$87,925	$116,261	$119,254	($31,329)	35.63%	$119,057	($31,132)	35.41%	$111,163	($23,238)	26.43%						
L5-8	$89,683	$118,562	$121,628	($31,945)	35.62%	$121,391	($31,708)	35.36%	$113,386	($23,703)	26.43%						
L5-9	$91,477	$120,903	$124,070	($32,593)	35.63%	$123,758	($32,281)	35.29%	$115,654	($24,177)	26.43%						
L5-10	$93,307	$123,284	$129,670	($36,363)	38.97%	$126,159	($32,852)	35.21%	$117,967	($24,660)	26.43%						
L5-11	$95,173	$125,704	$129,670	($34,497)	36.25%	$128,593	($33,420)	35.12%	$120,326	($25,153)	26.43%						
L5-12	$97,076	$127,463	$129,670	($32,594)	33.58%	$131,062	($33,986)	35.01%	$122,732	($25,656)	26.43%						
L5-13	$99,018	$127,463	$129,670	($30,652)	30.96%	$133,566	($34,548)	34.89%	$122,732	($23,714)	23.95%						
L5-14	$100,998	$127,463	$129,670	($28,672)	28.39%	$136,104	($35,106)	34.76%	$122,732	($21,734)	21.52%						
L5-15	$103,018	$127,463	$129,670	($26,652)	25.87%	$138,676	($35,658)	34.61%	$122,732	($19,714)	19.14%						
L5-16	$105,079	$127,463	$129,670	($24,591)	23.40%	$138,676	($33,597)	31.97%	$122,732	($17,653)	16.80%						
L5-17	$107,180	$127,463	$129,670	($22,490)	20.98%	$138,676	($31,496)	29.39%	$122,732	($15,552)	14.51%						
L5-18	$109,324	$127,463	$129,670	($20,346)	18.61%	$138,676	($29,352)	26.85%	$122,732	($13,408)	12.26%						

																			Median	Median Plus 1%
Minimum	$75,844		$106,352			$110,555			$102,697									Minimum	$104,525	$105,570
Median	$94,240		$118,078			$123,758			$112,275									Median	$115,176	$116,328
Maximum	$109,324		$129,670			$138,676			$122,732									Maximum	$126,201	$127,463

*Merit raise average 3% per year, plus city-wide annual COLA average 1.5% - 2%, bottom and top of each grade

	Annual - Current	Annual Proposed	RRPD	$ Difference	% Difference	CPPD	$ Difference	% Difference	GPD	$ Difference	% Difference	LPD*	$ Difference	% Difference	HUTTO	$ Difference	% Difference
ASSISTANT CHIEF	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
B-39	$91,742	$111,463	$102,960	($11,218)	12.23%	$117,759	($26,017)	28%	$118,102	($26,360)	29%						
									$121,645	($29,903)	33%						
									$125,294	($33,552)	37%						
	$114,677	$131,423	$154,440	($39,763)	34.67%	$133,071	($18,394)	16%	$129,053	($14,376)	13%				$125,000		
									$132,924	($132,924)	16%						
	$137,613	$144,428	$205,920	($68,307)	49.64%	$148,383	($10,770)	8%	$136,912	$701	-1%						

																			MEDIAN	Median Plus 1%
Minimum	$91,742		$102,960			$117,759			$118,102									Minimum	$110,360	$111,463
Median	$114,677		$154,440			$133,071			$127,174						$125,000			Median	$127,174	$128,445
Maximum	$137,613		$205,920			$148,383			$136,912									Maximum	$142,998	$144,428

Law Enforcement Compensation Budget Impact

DEPUTY	Annual - Current	RRPD	CPPD	GPD	LPD*	HUTTO	MEDIAN	MEDIAN PLUS 1% (Proposed Salary)	EMPLOYEE COUNT	DETECTIVE CONVERSION	CURRENT BUDGET (Includes Fringe)	PROPOSED FY22 BUDGET (Includes Fringe)	DIFFERENCE
L1-1	$53,321	$61,441	$62,148	$56,938	$58,240	$56,077	$57,589	$58,165	0	0	$0	$0	$0
L1-2	$54,387	$64,286	$66,216	$59,216	$59,987	$57,325	$59,602	$60,198	0	0	$0	$0	$0
L1-3	$55,475	$67,131	$67,309	$61,584	$61,787	$58,573	$61,685	$62,302	6	0	$412,631	$463,417	$50,786
L1-4	$56,584	$68,475	$68,420	$63,432	$63,640	$59,883	$63,536	$64,172	9	0	$631,326	$715,981	$84,655
L1-5	$57,716	$69,841	$71,156	$65,335	$65,550	$61,214	$65,442	$66,097	9	1	$719,796	$819,401	$99,606
L1-6	$58,870	$71,230	$72,330	$67,295	$67,516	$62,587	$67,406	$68,080	16	0	$1,167,701	$1,350,373	$182,671
L1-7	$60,048	$72,663	$73,524	$69,313	$69,542	$63,980	$69,427	$70,122	12	3	$1,152,331	$1,303,946	$151,614
L1-8	$61,248	$74,119	$74,737	$71,393	$71,628	$65,520	$71,510	$72,226	8	2	$768,410	$895,380	$126,970
L1-9	$62,473	$75,598	$75,970	$73,535	$73,777	$66,872	$73,656	$74,392	3	4	$560,729	$645,570	$84,840
L1-10	$63,723	$77,121	$77,224	$75,741	$75,990	$68,390	$75,865	$76,624	8	3	$883,194	$1,044,901	$161,707
L1-11	$64,997	$78,666	$78,498	$78,013	$78,270	$69,930	$78,141	$78,923	3	1	$327,144	$391,362	$64,218
L1-12	$66,297	$80,234	$79,793	$80,353	$80,618	$71,531	$80,014	$80,814	8	0	$657,511	$801,479	$143,969
L1-13	$67,623	$81,847	$81,110	$81,960	$82,180	$73,154	$81,479	$82,293	2	2	$345,392	$408,076	$62,684
L1-14	$68,976	$83,482	$82,448	$83,600	$82,180	$73,154	$82,314	$83,137	2	3	$442,940	$515,326	$72,385
L1-15	$70,355	$85,162	$83,808	$83,600	$82,180	$73,154	$82,890	$83,719	1	2	$272,126	$311,359	$39,233
L1-16	$71,762	$86,865	$85,191	$83,600	$82,180	$73,154	$82,890	$83,719	1	3	$371,872	$415,145	$43,274
L1-17	$73,198	$86,865	$86,597	$83,600	$82,180	$73,154	$82,890	$83,719	1	1	$186,931	$207,573	$20,641
L1-18	$74,661	$86,865	$88,026	$83,600	$82,180	$73,154	$82,890	$83,719	9	7	$1,519,807	$1,660,581	$140,774
								Total		**130**	**$10,419,842**	**$11,949,870**	**$1,530,027**

							MEDIAN	MEDIAN PLUS 1% (Proposed Salary)
Minimum	$53,321	$61,441	$62,148	$56,938	$58,240	$56,077	$57,589	$58,165
Median	$63,098	$74,859	$76,597	$70,353	$69,542	$63,980	$69,947	$70,647
Maximum	$74,661	$86,865	$88,026	$83,600	$82,180	$73,154	$82,890	$83,719

*Merit raise average 3% per year, plus city-wide annual COLA average 1.5% - 2%, bottom and top of each grade

Law Enforcement Compensation Budget Impact

	Annual - Current	RRPD	CPPD	GPD	LPD*	HUTTO	MEDIAN	MEDIAN PLUS 1% (Proposed Salary)	EMPLOYEE COUNT	CURRENT BUDGET (Includes Fringe)	PROPOSED FY22 BUDGET (Includes Fringe)	DIFFERENCE
SERGEANT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L3-1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L3-2	$62,262	$78,017	$86,189	$77,721	$73,320	$73,341	$75,531	$76,286	0	$0	$0	$0
L3-3	$63,507	$81,534	$87,698	$79,664	$75,520	$75,026	$77,592	$78,368	0	$0	$0	$0
L3-4	$64,777	$83,169	$89,232	$81,656	$77,785	$76,710	$79,721	$80,518	1	$80,304	$99,818	$19,514
L3-5	$66,073	$84,826	$90,794	$83,697	$80,119	$78,478	$81,908	$82,727	0	$0	$0	$0
L3-6	$67,394	$86,529	$92,383	$85,789	$82,522	$80,267	$84,156	$84,997	1	$83,548	$105,371	$21,823
L3-7	$68,742	$88,253	$93,999	$87,934	$84,998	$82,118	$86,466	$87,331	0	$0	$0	$0
L3-8	$70,117	$90,023	$95,644	$90,133	$87,548	$83,990	$88,785	$89,673	0	$0	$0	$0
L3-9	$71,519	$91,815	$97,318	$92,386	$90,174	$83,990	$90,995	$91,905	1	$88,662	$113,934	$25,272
L3-10	$72,950	$93,652	$99,021	$94,695	$91,333	$83,990	$92,493	$93,417	0	$0	$0	$0
L3-11	$74,408	$95,533	$100,754	$97,063	$91,333	$83,990	$93,433	$94,367	6	$553,465	$701,923	$148,458
L3-12	$75,897	$97,437	$101,517	$97,063	$91,333	$83,990	$94,198	$95,140	0	$0	$0	$0
L3-13	$77,415	$99,453	$104,311	$97,063	$91,333	$83,990	$94,198	$95,140	3	$287,912	$353,835	$65,923
L3-14	$78,963	$99,453	$106,137	$97,063	$91,333	$83,990	$94,198	$95,140	1	$97,890	$117,945	$20,055
L3-15	$80,542	$99,453	$106,137	$97,063	$91,333	$83,990	$94,198	$95,140	1	$99,848	$117,945	$18,097
L3-16	$82,153	$99,453	$106,137	$97,063	$91,333	$83,990	$94,198	$95,140	1	$101,845	$117,945	$16,100
L3-17	$83,796	$99,453	$106,137	$97,063	$91,333	$83,990	$94,198	$95,140	0	$0	$0	$0
L3-18	$85,472	$99,453	$106,137	$97,063	$91,333	$83,990	$94,198	$95,140	10	$1,059,598	$1,179,450	$119,853
								Total	**25**	**$2,453,073**	**$2,908,167**	**$455,094**

							MEDIAN	MEDIAN PLUS 1% (Proposed Salary)
Minimum	$62,262	$78,017	$86,189	$77,721	$73,320	$73,341	$75,531	$76,286
Median	$72,950	$89,138	$95,644	$86,862	$82,522	$78,478	$84,692	$85,539
Maximum	$85,472	$99,453	$106,137	$97,063	$91,333	$83,990	$94,198	$95,140

*Merit raise average 3% per year, plus city-wide annual COLA average 1.5% - 2%, bottom and top of each grade

Law Enforcement Compensation Budget Impact

	Annual - Current	RRPD	CPPD	GPD	LPD*	HUTTO	MEDIAN	MEDIAN PLUS 1% (Proposed Salary)	EMPLOYEE COUNT	CURRENT BUDGET (Includes Fringe)	PROPOSED FY22 BUDGET (Includes Fringe)	DIFFERENCE
LIEUTENANT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L4-1	N/A	NA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L4-2	N/A	NA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L4-3	$69,625	$92,711	$100,832	$89,437	$84,510	$77,002	$86,974	$87,843	0	$0	$0	$0
L4-4	$71,017	$96,653	$102,597	$91,226	$87,045	$78,770	$89,136	$90,027	0	$0	$0	$0
L4-5	$72,438	$98,579	$104,392	$93,050	$89,657	$80,600	$91,353	$92,267	0	$0	$0	$0
L4-6	$73,886	$100,551	$106,219	$94,911	$92,346	$82,451	$93,629	$94,565	0	$0	$0	$0
L4-7	$75,364	$102,567	$108,078	$96,809	$95,117	$84,365	$95,963	$96,923	0	$0	$0	$0
L4-8	$76,871	$104,627	$109,970	$98,746	$97,970	$86,320	$98,358	$99,342	0	$0	$0	$0
L4-9	$78,409	$106,710	$111,894	$100,721	$100,909	$88,338	$100,815	$101,823	1	$97,203	$126,230	$29,027
L4-10	$79,977	$108,838	$113,852	$102,735	$103,937	$88,338	$103,336	$104,369	0	$0	$0	$0
L4-11	$81,577	$111,011	$115,845	$104,790	$105,290	$88,338	$105,040	$106,090	0	$0	$0	$0
L4-12	$83,208	$113,251	$117,872	$106,885	$105,290	$88,338	$106,088	$107,148	0	$0	$0	$0
L4-13	$84,872	$113,251	$119,935	$106,885	$105,290	$88,338	$106,088	$107,148	2	$210,432	$265,664	$55,231
L4-14	$86,570	$113,251	$119,935	$106,885	$105,290	$88,338	$106,088	$107,148	2	$214,641	$265,664	$51,023
L4-15	$88,301	$113,251	$119,935	$106,885	$105,290	$88,338	$106,088	$107,148	1	$109,467	$132,832	$23,365
L4-16	$90,067	$113,251	$119,935	$106,885	$105,290	$88,338	$106,088	$107,148	0	$0	$0	$0
L4-17	$91,868	$113,251	$119,935	$106,885	$105,290	$88,338	$106,088	$107,148	0	$0	$0	$0
L4-18	$93,706	$113,251	$119,935	$106,885	$105,290	$88,338	$106,088	$107,148	6	$697,002	$796,991	$99,989
								Total	**12**	**$1,328,746**	**$1,587,381**	**$258,635**

							MEDIAN	MEDIAN PLUS 1% (Proposed Salary)
Minimum	$69,625	$92,711	$100,832	$89,437	$84,510	$77,002	$86,974	$87,843
Median	$80,777	$103,597	$109,970	$97,778	$95,117	$82,451	$96,447	$97,412
Maximum	$93,706	$113,251	$119,935	$106,885	$105,290	$88,338	$106,088	$107,148

*Merit raise average 3% per year, plus city-wide annual COLA average 1.5% - 2%, bottom and top of each grade

Law Enforcement Compensation Budget Impact

	Annual - Current	RRPD	CPPD	GPD	LPD*	HUTTO	MEDIAN	MEDIAN PLUS 1% (Proposed Salary)	EMPLOYEE COUNT	CURRENT BUDGET (Includes Fringe)	PROPOSED FY22 BUDGET (Includes Fringe)	DIFFERENCE
COMMANDER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L5-1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L5-2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L5-3	$75,844	$106,352	$110,555	$102,697			$104,525	$105,570	0	$0	$0	$0
L5-4	$82,854	$112,355	$112,256	$104,751			$108,504	$109,589	0	$0	$0	$0
L5-5	$84,511	$114,595	$114,490	$106,846			$110,668	$111,775	0	$0	$0	$0
L5-6	$86,201	$116,902	$116,757	$108,983			$112,870	$113,999	0	$0	$0	$0
L5-7	$87,925	$119,254	$119,057	$111,163			$115,110	$116,261	0	$0	$0	$0
L5-8	$89,683	$121,628	$121,391	$113,386			$117,389	$118,562	0	$0	$0	$0
L5-9	$91,477	$124,070	$123,758	$115,654			$119,706	$120,903	0	$0	$0	$0
L5-10	$93,307	$129,670	$126,159	$117,967			$122,063	$123,284	0	$0	$0	$0
L5-11	$95,173	$129,670	$128,593	$120,326			$124,460	$125,704	0	$0	$0	$0
L5-12	$97,076	$129,670	$131,062	$122,732			$126,201	$127,463	0	$0	$0	$0
L5-13	$99,018	$129,670	$133,566	$122,732			$126,201	$127,463	0	$0	$0	$0
L5-14	$100,998	$129,670	$136,104	$122,732			$126,201	$127,463	0	$0	$0	$0
L5-15	$103,018	$129,670	$138,676	$122,732			$126,201	$127,463	0	$0	$0	$0
L5-16	$105,079	$129,670	$138,676	$122,732			$126,201	$127,463	0	$0	$0	$0
L5-17	$107,180	$129,670	$138,676	$122,732			$126,201	$127,463	0	$0	$0	$0
L5-18	$109,324	$129,670	$138,676	$122,732			$126,201	$127,463	3	$406,586	$474,048	$67,462
								Total	**3**	**$406,586**	**$474,048**	**$67,462**

							MEDIAN	MEDIAN PLUS 1% (Proposed Salary)
Minimum	$75,844	$106,352	$110,555	$102,697			$104,525	$105,570
Median	$94,240	$118,078	$123,758	$112,275			$115,176	$116,328
Maximum	$109,324	$129,670	$138,676	$122,732			$126,201	$127,463

*Merit raise average 3% per year, plus city-wide annual COLA average 1.5% - 2%, bottom and top of each grade

Law Enforcement Compensation Budget Impact

	Annual - Current	RRPD	CPPD	GPD	LPD*	HUTTO	MEDIAN	MEDIAN PLUS 1% (Proposed Salary)	EMPLOYEE COUNT	CURRENT BUDGET (Includes Fringe)	PROPOSED FY22 BUDGET (Includes Fringe)	DIFFERENCE
ASSISTANT CHIEF	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
B-39 (Min)	$91,742	$102,960	$117,759	$118,102			$110,360	$111,463	0	$0	$0	$0
				$121,645					0	$0	$0	$0
Current Salary	$105,504			$125,294				$128,445	3	$392,380	$477,701	$85,321
(Median)	$114,677	$154,440	$133,071	$129,053		$125,000	$127,174	$128,445	0	$0	$0	$0
				$132,924					0	$0	$0	$0
(Max)	$137,613	$205,920	$148,383	$136,912			$142,998	$144,428	0	$0	$0	$0
								Total	**3**	**$392,380**	**$477,701**	**$85,321**

							MEDIAN	MEDIAN PLUS 1% (Proposed Salary)
Minimum	$91,742	$102,960	$117,759	$118,102			$110,360	$111,463
Median	$114,677	$154,440	$133,071	$127,174		$125,000	$127,174	$128,445
Maximum	$137,613	$205,920	$148,383	$136,912			$142,998	$144,428

Commissioners Court - Regular Session **46.**

Meeting Date: 08/03/2021

2021-2022 Budget Presentation

Submitted For: Ashlie Holladay **Submitted By:** Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation on 2021-2022 budget recommendations.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY22 Budget Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/28/2021 04:50 PM
Budget Office (Originator)	Ashlie Holladay	07/29/2021 09:18 AM
Form Started By: Ashlie Holladay		Started On: 07/16/2021 12:06 PM
Final Approval Date: 07/29/2021		

WILLIAMSON COUNTY
1848

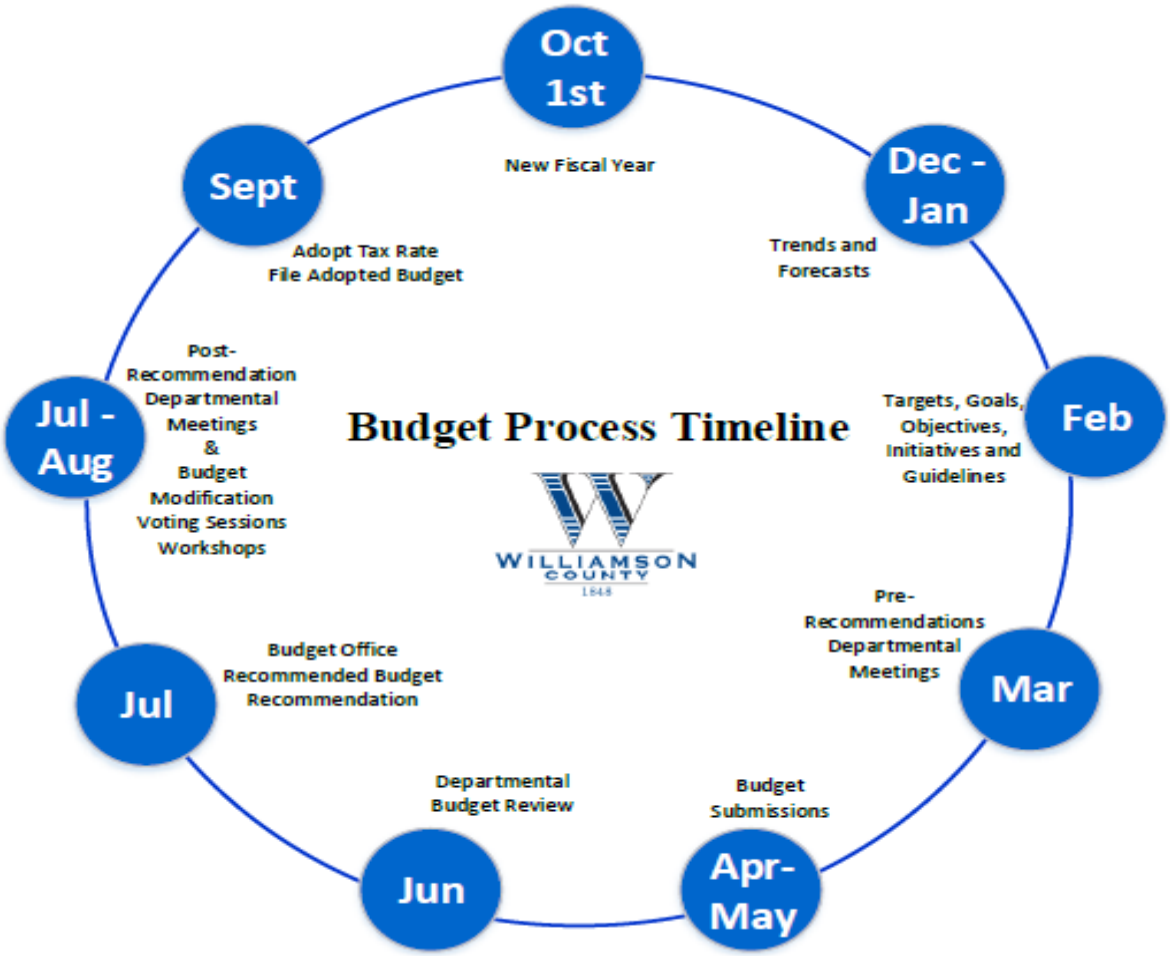


2022 EXPENDITURE RECOMMENDATIONS

BUDGET OFFICE

AUGUST 3, 2021

Timeline of Events / Budget Process



FY 22 General Fund Budget



- Requested *$234,134,091
- Adopted FY 21 $222,981,680
- Recommended FY 22 $243,337,737
- *(An increase of $20.3M or ~ 9.1%)*

**Requested does not include LRTP, CIP or Comp Increases*

FY 22 General Fund –New Personnel

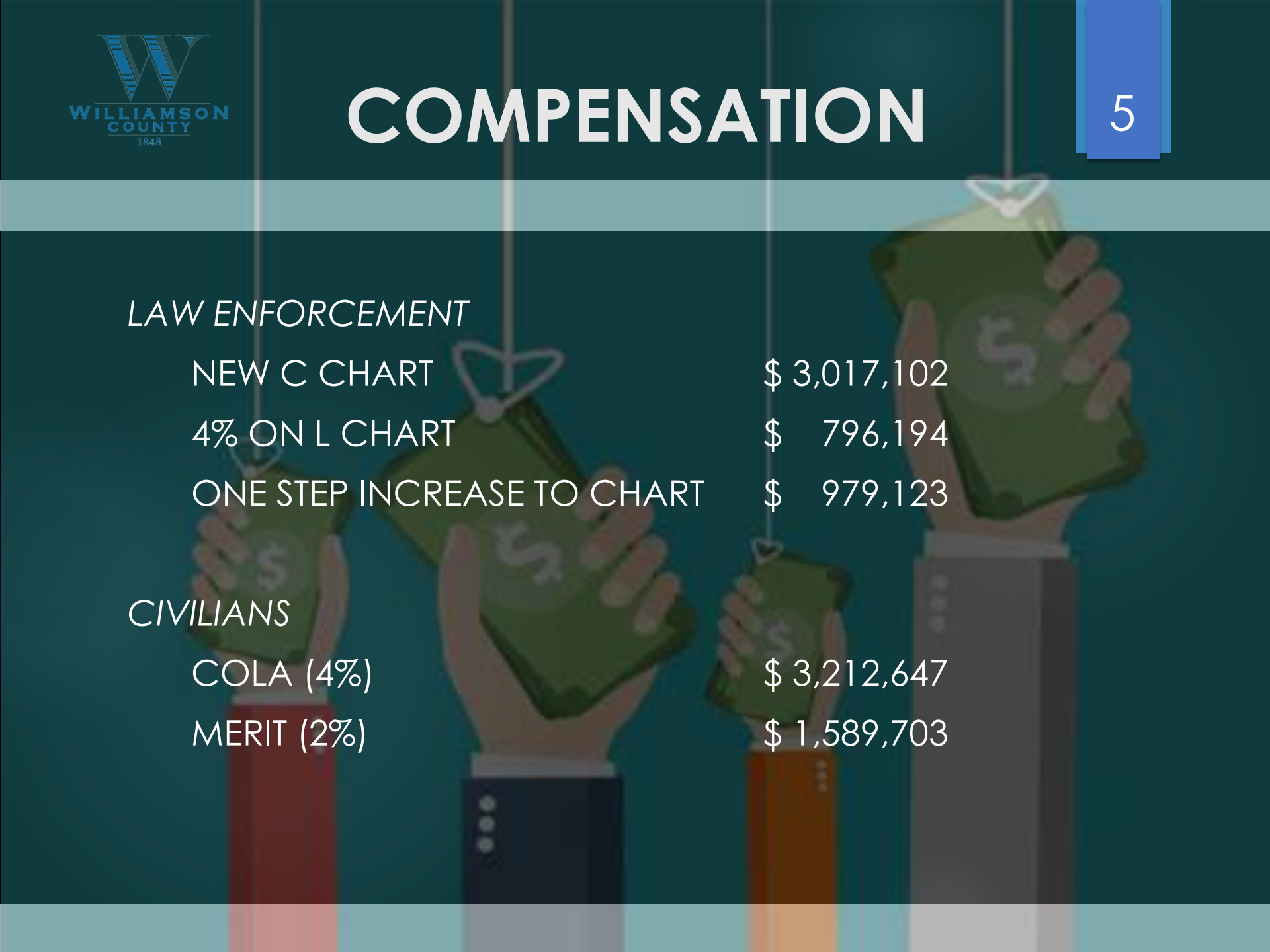
REQUESTED:

• 70 FTEs Requested	$ 6,228,369
• 2 Part-Time to Full-Time	$ 45,576
• 0 Part-Time	$ 0

RECOMMENDED:

• 22 FTEs Recommended	$ 2,259,975
• 2 Part-Time to Full-Time	$ 45,576
• 0 Part-Time	$ 0

COMPENSATION



LAW ENFORCEMENT

NEW C CHART	$ 3,017,102
4% ON L CHART	$ 796,194
ONE STEP INCREASE TO CHART	$ 979,123

CIVILIANS

COLA (4%)	$ 3,212,647
MERIT (2%)	$ 1,589,703

FRINGE BENEFITS

RETIREMENT

	RATE	*INCREASE*	*TOTAL DOLLARS*
CURRENT RATE	14.56%		$15,059,338
PROPOSED RATE	16%	$1,489,385	$16,548,723
PROPOSED RATE w/RETIREE COLA	16.18%	$ 186,173	$16,734,896

INSURANCE

$10,128 PER PERSON / NO CHANGE

Current Cost $15.7M

FY 22 Budget - General Fund

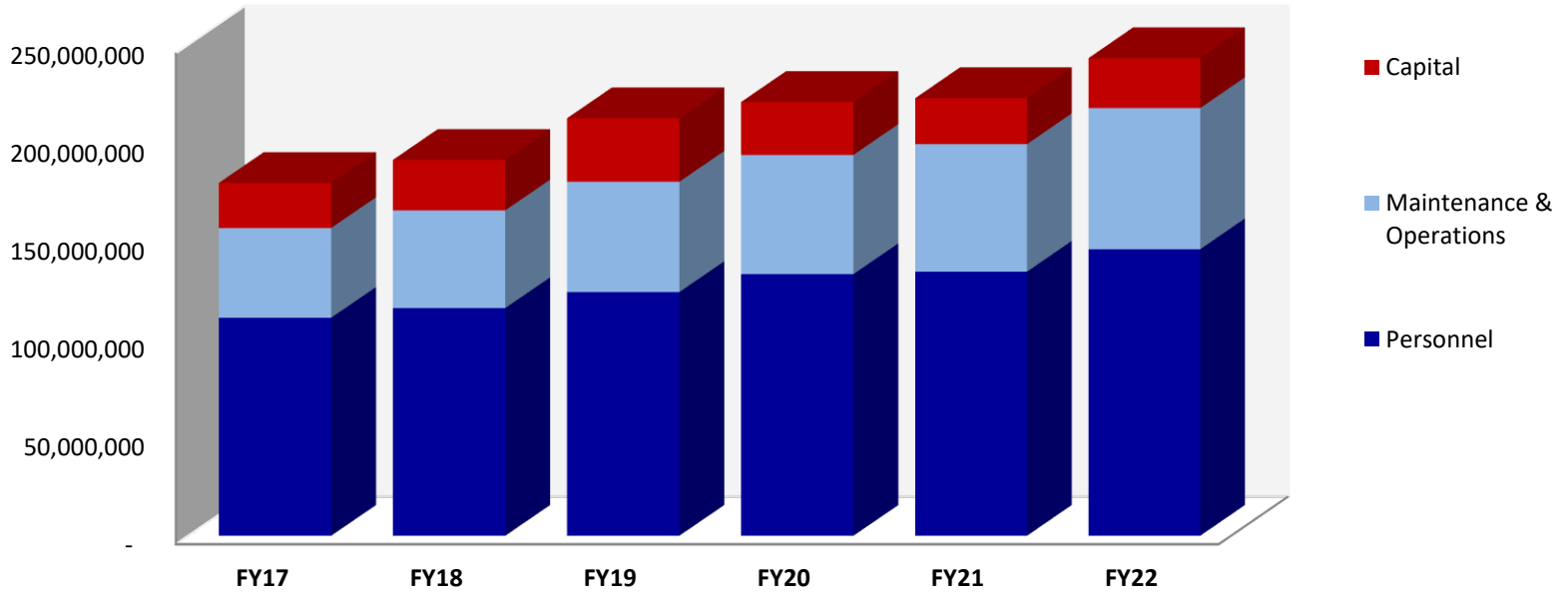
OPERATING HIGHLIGHTS:

- **Strategic Plan** **$ 100,000**
- **Long Range Transportation Plan** **$ 7,000,000**
- **Capital Improvement Projects** **$12,700,000**
- **New Leander EMS Station** **$ 821,000**



FY 22 General Fund - Budget History

General Fund



FY22 is Proposed Only and Not Final Until August 31st, 2021

FY 22 Road & Bridge Fund Budget

- **Requested R&B Fund Budget**
  $47,693,994

- **Adopted FY 21 R&B Fund**
  $44,862,761

- **Recommended**
- **$44,298,593**
  (A decrease of $564K or 1.2%)

FY 22 Road & Bridge Fund - New Personnel

REQUESTED:

11 FTEs Requested

$746,660

RECOMMENDED:

5 FTEs Recommended

$335,104

COMPENSATION

PAY INCREASES:

- 2% MERIT FOR CIVILIAN
- 4% COLA for CIVILIAN
- $ 563,027

FRINGE INCREASES:
$131,065

- RETIREMENT
  - 14.56% → 16.18%
  - $131,065
- INSURANCE PER PERSON
  - $10,128 No Change



FY 22 Road & Bridge Fund

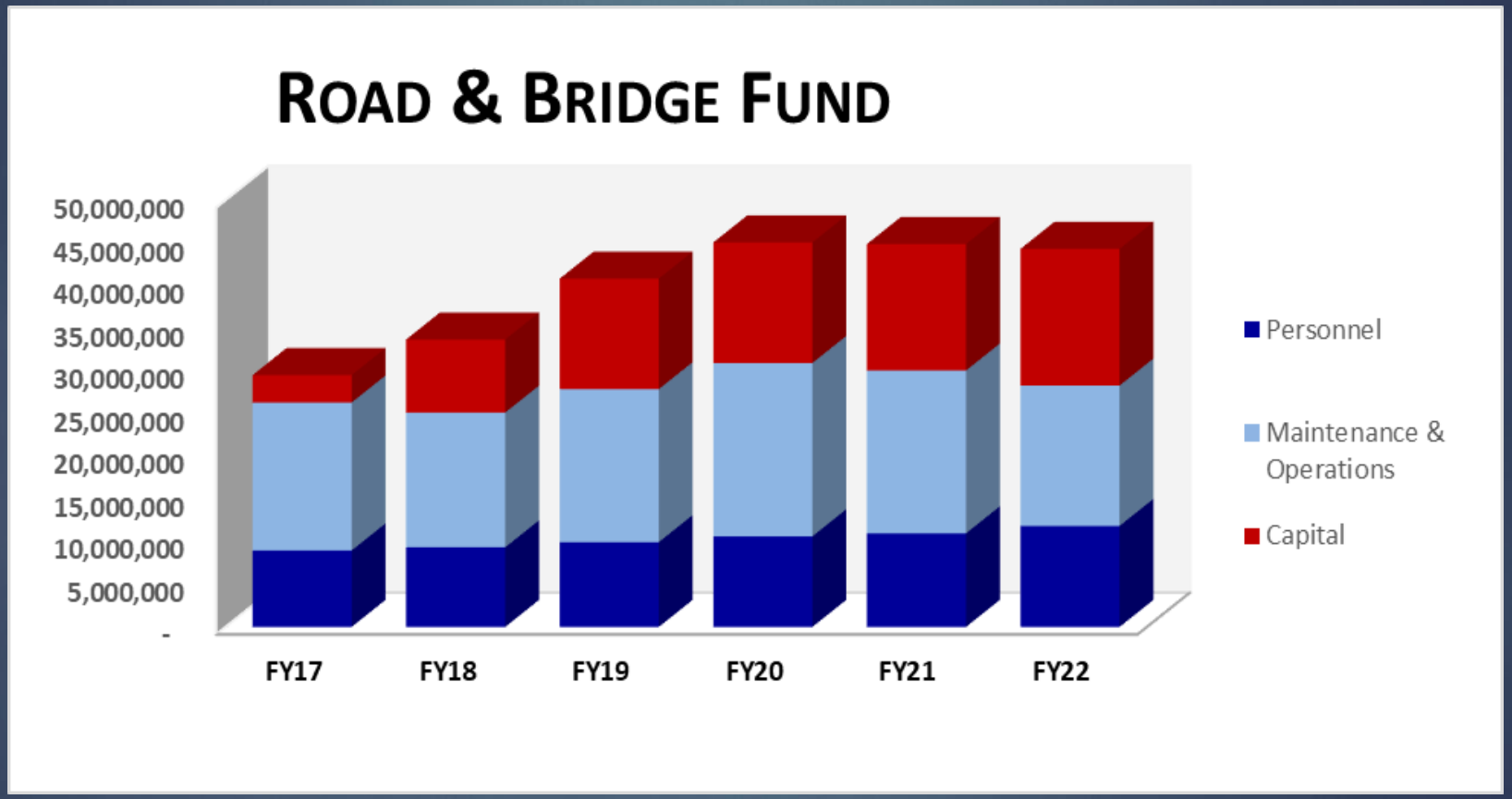
HIGHLIGHTS:

- LONG RANGE TRANSPORTATION PLAN
  $ 5M

- CAPITAL PROJECTS – NEW CONSTRUCTION
  - *CR 305 $600,000*
  - *CR 239 $300,000*

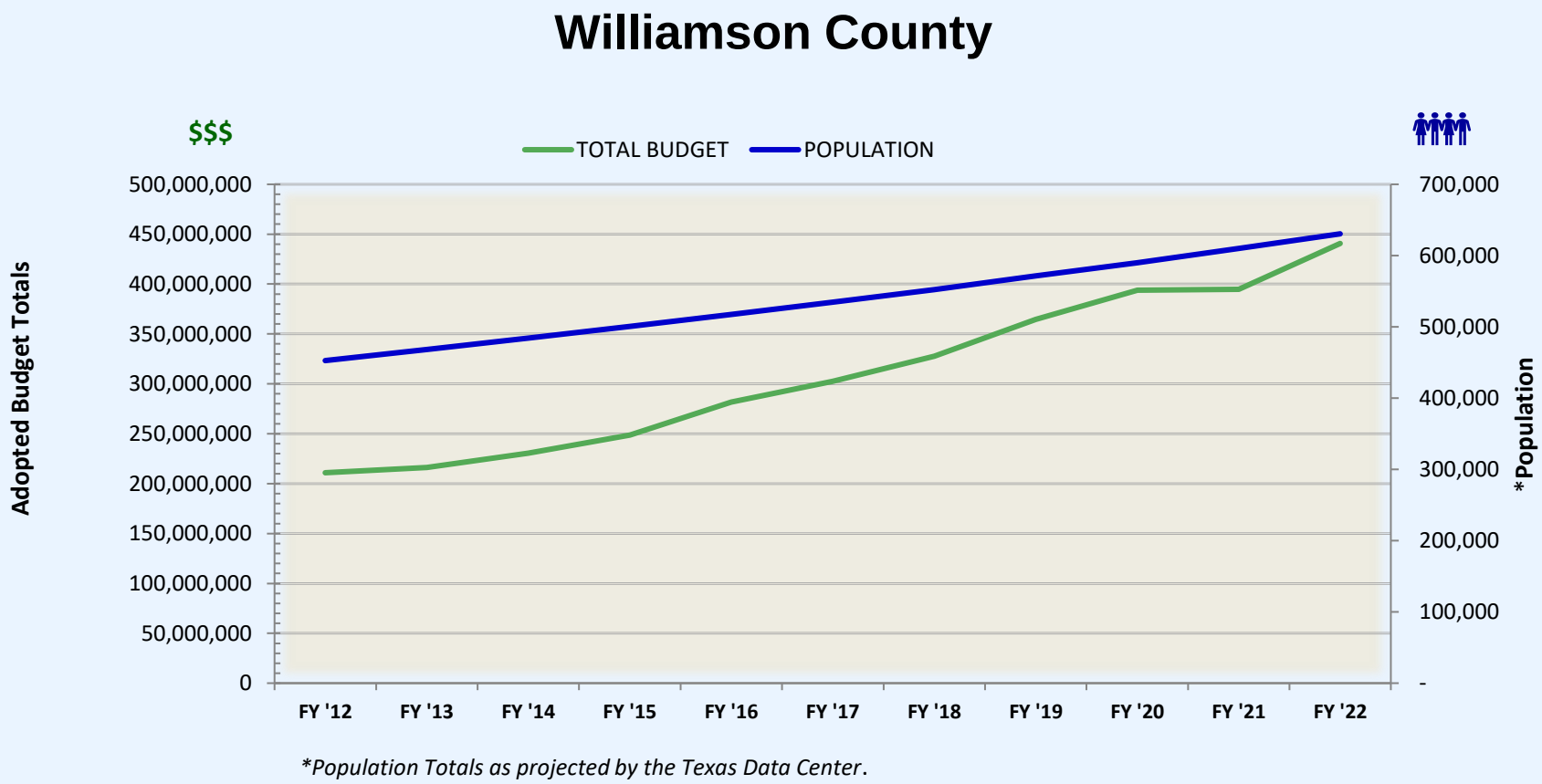
- CAPITAL PROJECTS – ONGOING
  $12,051,000

FY 22 Road & Bridge Fund



FY 22 is Proposed Only and Not Final Until August 31ST, 2021

FY 22 Budget vs Population



*Population Totals as projected by the Texas Data Center.

FY 22 Budget



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QUESTIONS / COMMENTS?

Ashlie Holladay, Budget Officer
Budget Office, Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
www.wilco.org

Phone: (512) 943-1550
Email: ashlie.holladay@wilco.org

Commissioners Court - Regular Session **47.**

Meeting Date: 08/03/2021

Fiscal Year 2021-2022 Revenue Estimates

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and hear presentation from the County Auditor's Office regarding Revenue estimates for the 2021-2022 Fiscal Year Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 09:47 AM
Form Started By: Melanie Denny		Started On: 07/27/2021 02:45 PM
Final Approval Date: 07/29/2021		

Commissioners Court - Regular Session **48.**

Meeting Date: 08/03/2021

Hear presentation on the Williamson County no-new-revenue and voter approved rate calculations.

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 09:58 AM
Form Started By: Judy Kocian		Started On: 07/29/2021 08:36 AM
Final Approval Date: 07/29/2021		

Commissioners Court - Regular Session **49.**

Meeting Date: 08/03/2021

Proposed maximum TOTAL tax rate for Williamson County and RFM for tax year 2021

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to include a record vote on a proposed TOTAL maximum tax rate for Williamson County and R/FM for the tax year 2021.

Background

Take a record vote on a TOTAL proposed tax rate for the 2021 tax year. The proposed rate is the sum of M&O, I&S, and R/FM. You do not need to discuss or vote on the individual rates. The current total tax rate is $0.458719.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 11:54 AM
Form Started By: Judy Kocian		Started On: 07/29/2021 08:44 AM
Final Approval Date: 07/29/2021		

Commissioners Court - Regular Session **50.**

Meeting Date: 08/03/2021

Discuss consider and take appropriate action on scheduling one public hearing date

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on scheduling one public hearing date if the proposed maximum TOTAL tax rate exceeds the total no-new-revenue rate of $0.394024.

Background

If the proposed tax rate exceeds the no-new-revenue rate of $0.394024. The Court must schedule one public hearing to be held prior to adopting the tax rate.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 11:54 AM
Form Started By: Judy Kocian		Started On: 07/29/2021 08:45 AM
Final Approval Date: 07/29/2021		

Commissioners Court - Regular Session **51.**

Meeting Date: 08/03/2021

compensation2

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 action on approving FY22 compensation changes, including elected officials salaries and 2022 TCDRS changes, for employees, elected officials, and retirees.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/22/2021 10:06 AM

Form Started By: Rebecca Clemons Started On: 07/22/2021 09:51 AM

Final Approval Date: 07/22/2021

Commissioners Court - Regular Session **52.**

Meeting Date: 08/03/2021

EO Salaries Written Notice

Submitted For: Ashlie Holladay **Submitted By:** Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discus, consider and take appropriate action on authorizing written notice to each elected official of his/her salary and other compensation to be included in the 2021-2022 budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/27/2021 12:43 PM
Form Started By: Ashlie Holladay		Started On: 07/16/2021 12:07 PM
Final Approval Date: 07/27/2021		

Commissioners Court - Regular Session **53.**

Meeting Date: 08/03/2021

2021-2022 General Fund Recommended Budget

Submitted For: Ashlie Holladay **Submitted By:** Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the acceptance of the 2021-2022 recommended budget for the General Fund (0100) as presented by the Budget Office in the amount of $243,337,737.08.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/28/2021 03:07 PM
Form Started By: Ashlie Holladay		Started On: 07/16/2021 12:09 PM
Final Approval Date: 07/28/2021		

Commissioners Court - Regular Session **54.**

Meeting Date: 08/03/2021

2021-2022 Road and Bridge Fund Recommended Budget

Submitted For: Ashlie Holladay **Submitted By:** Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the acceptance of the 2021-2022 recommended budget for the Road and Bridge Fund (0200) as presented by the Budget Office in the amount of $44,298,592.76.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/28/2021 03:08 PM
Form Started By: Ashlie Holladay		Started On: 07/16/2021 12:10 PM
Final Approval Date: 07/28/2021		

Commissioners Court - Regular Session **55.**

Meeting Date: 08/03/2021

2021-2022 Debt Service Fund Recommended Budget

Submitted For: Ashlie Holladay **Submitted By:** Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the acceptance of the 2021-2022 recommended budget for the Debt Service Fund (0600) as presented by the Budget Office in the amount of $152,869,074.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/28/2021 03:08 PM
Form Started By: Ashlie Holladay		Started On: 07/16/2021 12:12 PM
Final Approval Date: 07/28/2021		

Commissioners Court - Regular Session **56.**

Meeting Date: 08/03/2021

FY 22 Post Recommendation Presentation

Submitted For: Ashlie Holladay **Submitted By:** Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

FY 22 Post Recommendation / Departmental Presentations.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/16/2021 12:22 PM
Budget Office (Originator)	Ashlie Holladay	07/29/2021 09:03 AM
Form Started By: Ashlie Holladay		Started On: 07/16/2021 12:18 PM
Final Approval Date: 07/29/2021		

Commissioners Court - Regular Session **57.**

Meeting Date: 08/03/2021

Executive Session

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

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 Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of drainage easement in relation to County Road 176
v) Discuss acquisition of right of way for Corridor E.

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 and potential acquisition.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 11:13 AM
Form Started By: Charlie Crossfield		Started On: 07/29/2021 10:10 AM
Final Approval Date: 07/29/2021		

Commissioners Court - Regular Session **58.**

Meeting Date: 08/03/2021

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
g) Project Red Hot Chili Pepper
h) Project Nirvana

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/29/2021 10:16 AM

Form Started By: Charlie Crossfield Started On: 07/29/2021 10:10 AM

Final Approval Date: 07/29/2021