NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
August 10, 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 County Courts at Law.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004134	Misd. Court Appts	10,000.00
To	0100-0425-004120	Competency	10,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0551-005700	Con 1 Veh.	$1,100.00
To	0100-0551-003100	Con 1 Office supplies	$1,100.00
From	0100-0551-005700	Con 1 Veh.	$1,200.00
To	0100-0551-004350	Con 1 Printed Mat. & Bind	$1,200.00

5. Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004100	Professional Services	$8,000
To	0545.0545.004975	Animal Medical	$8,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004505	Software Maintenance	$11,250.00
To	0100-0499-003006	Office Equipment	$11,250.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005200	Right of Way	$8,000.00
To	0200-0210-003541	Contract Mowing	$8,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005741	Computer Software > $5,000	$4,500.00
To	0200-0210-004505	Software Maintenance	$4,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003306	Food Service	$50,000.00
From	0100.0570.003316	Medical/Hospital	$50,000.00
To	0100.0570.003307	Pharmaceuticals	$100,000.00

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

11. Discuss, take appropriate action, and note in the official minutes the new B and EX pay charts, effective October 1, 2021.

12. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Sale to Insurance of one (1) 2019 Chevrolet Tahoe #5807, pursuant to Tx. Local Gov't Code 263.152.

13. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for the Lease of Radio Tower Portion at Granger Tower-Babicki Tract and set a minimum bid of $650.00/ per month, under IFB #T3677.

14. Discuss, consider, and take appropriate action on approving the proposal between Williamson County and Knight Security Systems for the installation of four (4) additional security cameras at the Historic County Courthouse for the total amount of $30,211.56 per the terms of the DIR contract #DIR CPO 4494 and authorizing the execution of the contract.

15. Discuss, consider, and take appropriate action on approving the service contract between Williamson County and Brycomm, LLC to provide fiber cabling to the Justice Center in the amount of $12,128.12 per the terms of the DIR Contract #DIR-CPO-4777 (previously approved at the July 27, 2021, Commissioners Court meeting under agenda item #14, with the incorrect DIR Contract number) and authorizing the execution of the contract.

16. Discuss, consider and take action to acknowledge termination of the Chapter 381 Agreement between Williamson County and Houghton Mifflin Harcourt Publishing Company and 2015 La Frontera Plaza, LTD.

17. Discuss, consider and take appropriate action for approval of the 2021/22 Family Eldercare Contract.

18. Discuss, consider and take appropriate action on awarding IFB #T4302 Regional Animal Shelter Pharmaceuticals and Clinic Supplies to the lowest responsive bidder, Midwest Veterinary Supply. The award is for a period of one (1) year with two (2) optional 12-month renewals.

19. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for the Employee Assistance Program under RFP #21RFP3.

20. Discuss, consider and take appropriate action on approving a report on the Williamson County Expo Center Various Improvements (P562) Work Authorization #4 with Kleinfelder, Inc., in the amount of $5,500 to expire on September 10, 2022. This project will be funded under P562.

21. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Justice Center Renovation Project (P515) HCS, Inc. Change Order #02 in the amount of <$22,950.66> (deductive). This change order is being funded by P515 Project Contingency from within the original project budget.

22. Discuss, consider, and take appropriate action on the Williamson County Justice Center Renovation Project - HCS, Inc. Change Order #03 in the amount of $190,022.46 This change order is being funded by P515 Project contingency from within the original project budget.

23. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for As-needed Design and/or Engineering Services for Minor County Building Projects under RFQ #21RFSQ2.

24. Discuss, consider and take appropriate action on approval of the replat for Lots 48 & 49, Block 3 of the Schwertner Ranch Ph II subdivision – Precinct 3.

25. Discuss, consider and take appropriate action on approval of the replat for Lot 9 of the L R Williams Business Park Phase 3 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 regarding the funding of various projects from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, American Rescue Plan Act (ARPA) of 2021, the County Capital Improvement Program (CIP), The 2021 TAN (Tax Anticipation Note) and any other funding sources available to Williamson County.

28. Discuss, consider and take appropriate action approving an agreement between Williamson County and the the Williamson County Children's Advocacy Center, Inc. for reimbursement under the Coronavirus Aid, Relief and Economic Security Act (CARES Act) for exepenses incurred as a result of COVID-19.

29. 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.

30. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.004999	Miscellaneous Expense	$6,240.26

31. Discuss, consider, and take appropriate action to approve Revised Williamson County EMS Financial Hardship Assistance Policy to meet new reimbursement guidelines, including granting Williamson County EMS Department Director or designee the delegated authority to make necessary managerial or administrative adjustments related to participation in this program going forward to enhance reimbursements and support operations.

32. Discuss, consider and take appropriate action on additional funding for County Courts at Law #2 and #3 for salary alignments/retention dollars.

33. Discuss, consider and take appropriate action on the FY22 Employee Policy Manual.

34. Discuss, consider, and take appropriate action on approving the agreement between Williamson County and CBIZ Valuation Group, LLC for Property Insurance Valuation Services in the amount of $39,200.00, and authorizing the execution of the agreement.

35. Discuss, consider and take appropriate action on approving the agreement between Gartner, Inc. and Williamson County for a one-year, management consulting services agreement to include Gartner Access for Technical Professionals and IT Leaders in the amount of $100,991.58 pursuant to DIR contract #DIR-TSO-4099, and authorizing execution of the agreement.

36. Discuss, consider, and take appropriate action on the Interlocal Amended Contract for Next Generation 9-1-1 Database Program for FY 2022 with the Capital Area Emergency Communications District (CAECD).

37. Discuss, consider and take appropriate action on approving internet and television service between Williamson County and Charter Communications Operating, LLC (Spectrum) to provide service for Medic 12, in the amount of $146.93 (on a month-to-month basis, this incudes a one-time installation fee of $99.00) and exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C) [an item that can be obtained from only one source, including:(C) electric power, gas, water, and other utility services] and authorizing execution of the agreement.

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

39. Discuss, consider and take appropriate action on awarding IFB #T4609 Tradesman's Industrial Park and 79 Business Park Improvements to Patin Construction in the not to exceed amount of $343,399.00 and authorizing the execution of the agreement.

40. Discuss, consider and take appropriate action on awarding IFB #T4679 CR 266 Milling and Overlay to Texas Materials Group, Inc. in the amount of $234,637.85 and authorize execution of the agreement.

41. Discuss, consider and take appropriate action on awarding IFB #T4676 Williams Drive Milling, Sealing and Overlay and Overlay to Lone Star Paving Company in the amount of $920,321.97 and authorizing execution of the agreement.

42. Discuss, consider and take appropriate action on awarding IFB #T4592 Winding Creek PL, Teravista PKWY and Greenside TRL C&G Replacement, Full Depth Repair, Level-up, Milling, Sealing, Overlay and Striping and Overlay to Alpha Paving Industries LLC in the amount of $419,710.25 and authorizing execution of the agreement.

43. 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.

44. Discuss, consider and take appropriate action on Work Authorization No. 2 as part of 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.

45. Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the FM 3349 at US 79 Intersection contract between Williamson County and HDR Engineering, Inc. relating to the 2019 Road Bond program. Project: P332.Fund Source: Road Bonds.

46. Discuss, consider and take appropriate action on a Resolution with TXDOT regarding an Agreement to Contribute Right of Way Funds for certain highway improvements on FM 1466.

47. Discuss, consider and take appropriate action on an Agreement to Contribute Right of Way Funds (Fixed Price) with TxDoT regarding highway improvements to FM 1466 from SH 95 to 0.21 Miles N of CR 469.

48. Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with RCR Taylor Land, L.P. for right of way needed on the SE Loop project (Parcels 78, 84 Parts 1-3).

49. Discuss, consider and take appropriate action on a claim for payment of incidental expenses of purchase of replacement dwelling with Fidel Loza in regard to a right of way purchase for the Williamson County Parkland. Funding Source: Parks (P444)

50. Discuss, consider and take appropriate action on a real estate contract with First Baptist Church of Georgetown for right of way needed on the SH 29 @ DB Wood project. Parcel 5) Funding Source: Bonds P237

51. Discuss, consider and take appropriate action on a letter agreement with Walther Family LP for a waterline easement on CR 366 (Parcel 16WE). Funding Source: Bonds P296

52. Discuss, consider and take appropriate action on the FY 2021/2022 Budget Order.

53. 2021 - 2022 Budget Modification Voting Session

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

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

A. Real Estate Owned by Third Parties

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

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 278
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for SH 29 @ DB Wood.
g) Discuss the acquisition of real property for CR 366.
h) Discuss 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.

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

a) Business prospect(s) that may locate or expand within Williamson County.
b) Project Crystal
c) Project Winston
d) Project Solo
e) Project Stamp
f) Project Cutting Edge
g) Project Red Hot Chili Pepper
h) Project Nirvana

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

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

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

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

REGULAR AGENDA (continued)

59. Discuss and take appropriate action concerning economic development.

60. Discuss and take appropriate action concerning real estate.

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

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
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.

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

63. Comments from Commissioners.

64. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

_____

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 6th day of August, 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: 08/10/2021

LIT County Courts at Law

Submitted By: Sharrion Threadgill, County Court At Law #4

Department: County Court At Law #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the County Courts at Law.

Background

Additional funds are needed for court ordered competency evaluations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004134	Misd. Court Appts	10,000.00
To	0100-0425-004120	Competency	10,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/02/2021 12:12 PM
County Court 4 (Originator)	Andrea Schiele	08/05/2021 12:24 PM
Budget Office	Ashlie Holladay	08/05/2021 12:28 PM

Form Started By: Sharrion Threadgill Started On: 07/29/2021 01:27 PM

Final Approval Date: 08/05/2021

Commissioners Court - Regular Session **4.**

Meeting Date: 08/10/2021

Line Item Transfer For Constable Pct. 1

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0551-005700	Con 1 Veh.	$1,100.00
To	0100-0551-003100	Con 1 Office supplies	$1,100.00
From	0100-0551-005700	Con 1 Veh.	$1,200.00
To	0100-0551-004350	Con 1 Printed Mat. & Bind	$1,200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/02/2021 12:12 PM
Constable Pct. 1 (Originator)	Andrea Schiele	08/05/2021 12:25 PM
Budget Office	Ashlie Holladay	08/05/2021 12:47 PM
Form Started By: Patrick Youngren		Started On: 07/31/2021 11:20 AM
Final Approval Date: 08/05/2021		

Commissioners Court - Regular Session **5.**

Meeting Date: 08/10/2021

Animal Shelter Line Item Transfer

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Background

The shelter has seen an increase in animals needing medical attention and spay/neuter surgery. Plus, the cost of basic care vaccinations, tests, and various medications for the animals in need has increased. We need to move funds into 4975 in order to cover these costs. We propose to move $8,000 from 4100 and into 4975. This would give the shelter $8,000 to remain out of a deficit and have sufficient supplies for the animals. We are requesting moving these funds in lieu of a budget amendment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004100	Professional Services	$8,000
To	0545.0545.004975	Animal Medical	$8,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/04/2021 07:58 AM
Budget Office	Ashlie Holladay	08/04/2021 09:47 AM
Form Started By: Misty Valenta		Started On: 08/02/2021 04:37 PM
Final Approval Date: 08/04/2021		

Commissioners Court - Regular Session **6.**

Meeting Date: 08/10/2021

Budget line item transfer

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

The line item transfer is from line item 004505 Software Maintenance to line item 003006 Office Equipment. This budget transfer is requested to purchase two cash count machines replacing old machines, three new check scanners to be assigned to the Cedar Park, Round Rock, and Georgetown offices, and an additional camera for the Cedar Park tax office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004505	Software Maintenance	$11,250.00
To	0100-0499-003006	Office Equipment	$11,250.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/04/2021 07:58 AM
Budget Office	Ashlie Holladay	08/04/2021 09:47 AM
Form Started By: Judy Kocian		Started On: 08/03/2021 12:13 PM
Final Approval Date: 08/04/2021		

Commissioners Court - Regular Session **7.**

Meeting Date: 08/10/2021

Line item transfer for the Road and Bridge Division

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to continue with the contract mowing program.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005200	Right of Way	$8,000.00
To	0200-0210-003541	Contract Mowing	$8,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/04/2021 07:57 AM
Budget Office	Ashlie Holladay	08/04/2021 09:48 AM
Form Started By: Kelly Murphy		Started On: 08/03/2021 02:53 PM
Final Approval Date: 08/04/2021		

Commissioners Court - Regular Session **8.**

Meeting Date: 08/10/2021

Line item transfer for the Road and Bridge Division

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to purchase an additional license and subscription for roadway design software.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005741	Computer Software > $5,000	$4,500.00
To	0200-0210-004505	Software Maintenance	$4,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/04/2021 07:59 AM
Budget Office	Ashlie Holladay	08/04/2021 09:48 AM
Form Started By: Kelly Murphy		Started On: 08/03/2021 03:35 PM
Final Approval Date: 08/04/2021		

Commissioners Court - Regular Session **9.**

Meeting Date: 08/10/2021

Line Item Transfer - Corrections

Submitted For: Mike Gleason **Submitted By:** Julie Kraft, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer will provide additional funding to pay the remainder of FY21 pharmaceutical invoices.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003306	Food Service	$50,000.00
From	0100.0570.003316	Medical/Hospital	$50,000.00
To	0100.0570.003307	Pharmaceuticals	$100,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/04/2021 11:46 AM
Budget Office	Ashlie Holladay	08/04/2021 12:21 PM
Form Started By: Julie Kraft		Started On: 08/04/2021 09:52 AM
Final Approval Date: 08/04/2021		

Commissioners Court - Regular Session **10.**

Meeting Date: 08/10/2021

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 title 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	08/05/2021 08:23 AM
County Judge Exec Asst.	Becky Pruitt	08/05/2021 09:07 AM
Form Started By: Kayla Marek		Started On: 08/04/2021 04:35 PM
Final Approval Date: 08/05/2021		

Organization	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Emergency Services Dept.	Asst Office Administrator.1766.001100.	13502	$42,327.71	2.00%	$846.55	MERIT	20-Aug-21

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0583	001100	846.55	
01	0100	0583	002010	64.76	
01	0100	0583	002020	123.26	
01	0100	8004	001130		846.55
01	0100	8004	002010		64.76
01	0100	8004	002020		123.26

Commissioners Court - Regular Session **11.**

Meeting Date: 08/10/2021

new charts

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

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, take appropriate action, and note in the official minutes the new B and EX pay charts, effective October 1, 2021.

Background

These charts have the 4% COLA applied to them as approved in Commissioners Court on 8/3/2021.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

proposedB

proposedEX

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/04/2021 08:00 AM
Form Started By: Rebecca Clemons		Started On: 08/02/2021 12:25 PM
Final Approval Date: 08/04/2021		

B Grade Chart

Effective October 2021

Grade	Min - Annual	Mid - Annual	Max - Annual
B.12	$25,142.38	$31,427.98	$37,713.57
B.13	$26,407.79	$33,009.74	$39,611.68
B.14	$27,738.01	$34,672.51	$41,607.02
B.15	$29,132.77	$36,415.96	$43,699.16
B.16	$30,592.62	$38,240.78	$45,888.94
B.17	$32,148.18	$40,185.23	$48,222.27
B.18	$33,772.14	$42,215.17	$50,658.21
B.19	$35,491.53	$44,364.41	$53,237.29
B.20	$37,275.45	$46,594.31	$55,913.18
B.21	$39,157.01	$48,946.27	$58,735.52
B.22	$41,136.21	$51,420.26	$61,704.32
B.23	$43,244.76	$54,055.95	$64,867.15
B.24	$45,418.68	$56,773.35	$68,128.02
B.25	$47,722.23	$59,652.79	$71,583.35
B.26	$50,155.41	$62,694.26	$75,233.11
B.27	$52,718.22	$65,897.77	$79,077.33
B.28	$55,410.93	$69,263.66	$83,116.40
B.29	$58,233.55	$72,791.94	$87,350.32
B.30	$61,185.80	$76,482.25	$91,778.70
B.31	$64,267.40	$80,334.25	$96,401.10
B.32	$67,544.28	$84,430.34	$101,316.41
B.33	$70,950.23	$88,687.79	$106,425.34
B.34	$74,551.73	$93,189.66	$111,827.59
B.35	$78,315.13	$97,893.91	$117,472.69
B.36	$82,272.97	$102,841.22	$123,409.46
B.37	$86,425.54	$108,031.93	$129,638.31
B.38	$90,804.82	$113,506.02	$136,207.23
B.39	$95,411.92	$119,264.90	$143,117.87
B.40	$100,182.29	$125,227.86	$150,273.44
B.41	$105,191.24	$131,489.05	$157,786.86
B.42	$110,450.62	$138,063.28	$165,675.93
B.43	$115,973.40	$144,966.75	$173,960.10
B.44	$121,772.27	$152,215.33	$182,658.40
B.45	$127,860.73	$159,825.91	$191,791.09
B.46	$134,253.68	$167,817.10	$201,380.52
B.47	$140,966.57	$176,208.22	$211,449.86
B.48	$148,014.57	$185,018.21	$222,021.85
B.49	$155,415.60	$194,269.50	$233,123.40
B.50	$163,186.22	$203,982.77	$244,779.32

**Minor variations may occur due to rounding

EX Grade Chart

Effective October 2021

Grade	Min	Max
EX	$59,025.65	$207,733.70

**Minor variations may occur due to rounding

Commissioners Court - Regular Session **12.**

Meeting Date: 08/10/2021

Sale to Insurance 8.10.21

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Sale to Insurance of one (1) 2019 Chevrolet Tahoe #5807, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sale to Insurance 8.10.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/05/2021 10:35 AM
County Judge Exec Asst.	Becky Pruitt	08/05/2021 10:46 AM
Form Started By: Mary Watson		Started On: 08/03/2021 02:29 PM
Final Approval Date: 08/05/2021		

Vehicle Status Change

Reason for Status Change	ACCIDENT
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC4KR285807
Equipment/Door Number	SB1976
License Plate	1399989
Year	2019
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	61,587 mi. total loss from accident on 4/28/2021
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Pat Erickson 6/16/2021 11:27 AM
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Insurance declared unit a total loss
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 7/9/2021 8:16 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 8/3/2021 9:04 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 8/3/2021 9:59 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 8/3/2021 2:09 PM

Vehicle Status Change

Commissioners Court - Regular Session **13.**

Meeting Date: 08/10/2021

Authorize issuing IFB #T3677 Lease of Radio Tower Portion at Granger Tower-Babicki Tract

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for the Lease of Radio Tower Portion at Granger Tower-Babicki Tract and set a minimum bid of $650.00/ per month, under IFB #T3677.

Background

Williamson County seeks to lease a certain portion of the Radio Tower located near 5700 CR 327, Granger, TX 76530 and allow lessee to install, operate and maintain equipment for services such as broadband internet. The initial term will be a 5 (five)-year term beginning November 1, 2021, and ending October 31, 2026. The lease may be optionally extended by 5 (five) additional 1 (one)-year terms. The point of contact is Paul Swisher. Revenue posts to account 0507.0000.362000, Rents & Royalties.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/05/2021 10:19 AM
County Judge Exec Asst.	Becky Pruitt	08/05/2021 10:25 AM
Form Started By: Johnny Grimaldo		Started On: 08/04/2021 01:24 PM
Final Approval Date: 08/05/2021		

Commissioners Court - Regular Session **14.**

Meeting Date: 08/10/2021

Historic Courthouse Security Camera Additions

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 proposal between Williamson County and Knight Security Systems for the installation of four (4) additional security cameras at the Historic County Courthouse for the total amount of $30,211.56 per the terms of the DIR contract #DIR CPO 4494 and authorizing the execution of the contract.

Background

The approval of this contract will benefit the Historic County Courthouse with increased security by adding to the video surveillance system. The attached proposal contains the detailed information regarding the equipment to be installed and the areas of the installation. The Legal and Contract Audit Departments have reviewed the contract. The Department point of contact is Richard Semple. The line item expenditure is 01.0100.1000.004510.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/05/2021 10:32 AM
County Judge Exec Asst.	Becky Pruitt	08/05/2021 10:34 AM
Form Started By: Mary Watson		Started On: 07/29/2021 11:19 AM
Final Approval Date: 08/05/2021		

Proposal: [redacted]

Wilco Historic Courthouse-Camera additions

Prepared for:

[redacted]

Williamson County - Historic Courthouse -
710 S Main St
Georgetown TX, 78626

Private and Confidential: The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Knight Security Systems, Inc.

Proposal Issued:
7/29/2021

Proposal Valid To:
8/31/2021

Prepared by:

Kevin Garlick
(512) 590-7886
kgarlick@knightsecurity.com

4509 Freidrich Lane
Suite 110
Austin, TX 78744

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

DESCRIPTION

CLIENT INFORMATION

Name: Williamson County - Historic Courthouse -

Site	**Billing**	**Contact**
710 S Main St Georgetown, TX 78626	710 S Main St Georgetown, TX 78626	[redacted]

PROJECT NAME: Wilco Historic Courthouse-Camera additions

PROJECT SCOPE OF WORK

DIR-CPO-4494

Knight Security Systems (KSS) will provide this estimate to add **Four** cameras to the Courthouse exterior. System installation includes hardware and configuration unless otherwise stated.

This proposal scope and pricing is budgetary and will need to be finalized before any equipment is ordered and/or scope is executed.

General Scope of Work : Video Surveillance System additions

This scope reflects KSS portion of the VSS camera hardware including mounts, exterior rigid conduit (upto **20'** per each corner) and licenses (Genetec Advantage for each license) for the **4 VSS points**.

> Each new VSS point should include: (1) Axis P3719-PLE 4-lens Camera, (1) Pendant kit with corner mount hardware, (1) Data cable and terminations

KSS will provide and install the following hardware:

- **4** Axis P3719-PLE camera
- **4** Axis pendant kit and corner mount
- **4** Patch cable and Mini-com
- **4** Genetec Corporate camera license
- **4** Genetec Advantage support license
- **1000ft** Cat 6 Yellow cabling

This encompasses cameras **C01 through C04** as noted in the provided site survey.

Client Initials:_____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.



The cameras should be allocated to Client network hardware **located at basement IDF**.

All Data cabling including patch panels, patch cables, mini-com, and exterior cable pathway is included with this scope.

All POE network switches, data racks and UPS shall be provided by others

This proposal includes the following standards for programming (unless otherwise stated in above):

- Enrolling the cameras and setting up basic motion detection
- 1080p at H.264 and 10 FPS
- 4MP at H.264 and 10 FPS
- 12MP at H.264 and 10 FPS
- 15MP at H.265 and 10 FPS

For an estimated of **30** days of storage, KSS recommends the Network Video Recording (NVR) server (provided by others) be setup with:

- Server Calculations are based on 50% motion detection or event recording
- This project will require approximately an additional **16TB** of storage
- This project will use approximately **98.5Mbit/s** of bandwidth

The NVR storage capacity is an approximate estimate based on general conditions that KSS does not influence. Each device will include the necessary mounting hardware, license and manufacturer support

Client Initials:_____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

Option: Add 4 Exterior Entry landing cameras

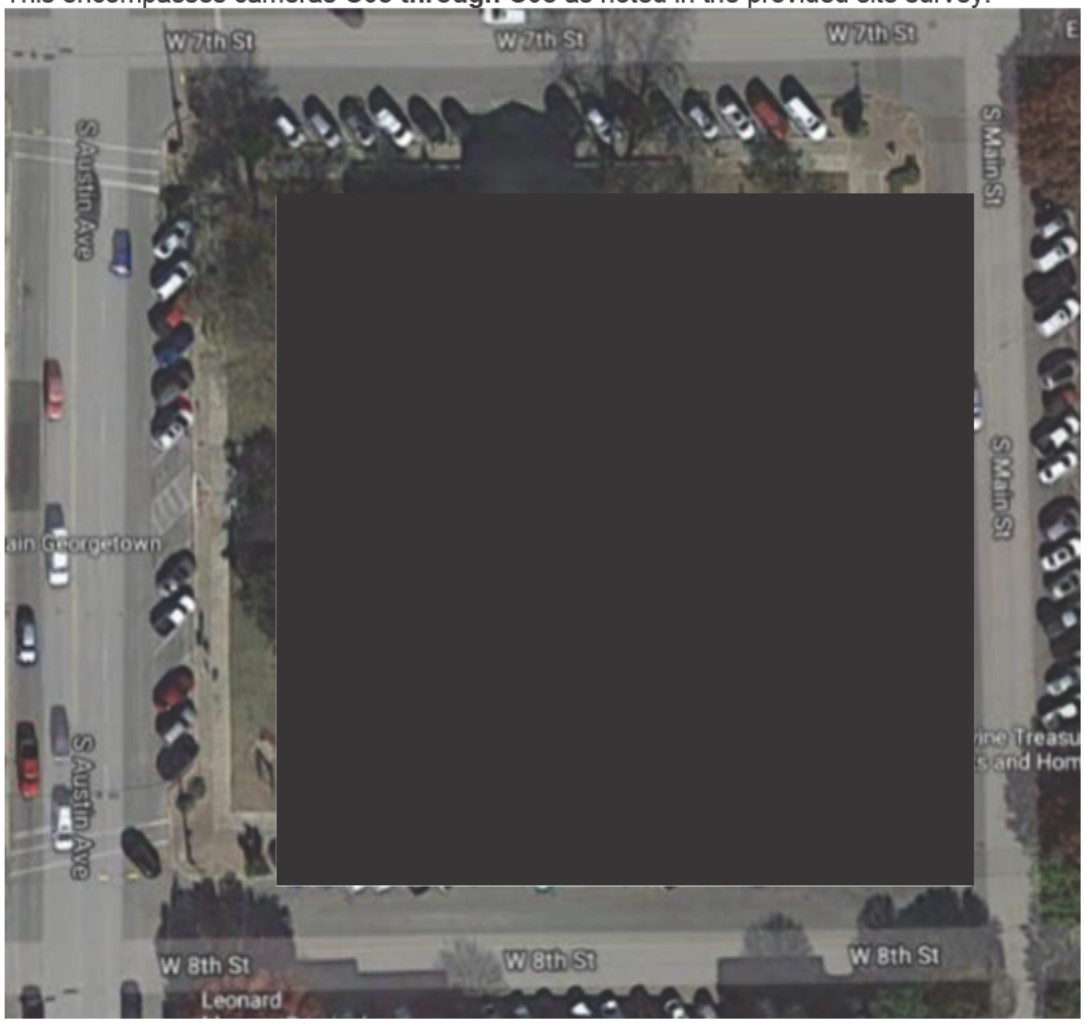
This scope reflects KSS **"Option"** portion of the VSS camera hardware including mounts, exterior rigid conduit (upto **30'** per each) and licenses (Genetec Advantage for each license) for the **4 VSS points**.

Each new VSS point should include: (1) Axis M3206-LVE dome Camera, (1) wall mount and back box hardware, (1) Data cable and terminations

KSS will provide and install the following hardware:

- **4** Axis M3206-LVE camera
- **4** Axis wall mount back box
- **4** Patch cable and Mini-com
- **4** Genetec Corporate camera license
- **4** Genetec Advantage support license
- **1000ft** Cat 6 Yellow cabling

This encompasses cameras **C05 through C08** as noted in the provided site survey.



For an estimated of **30** days of storage, KSS recommends the Network Video Recording (NVR) server (provided by others) be setup with:

- Server Calculations are based on 50% motion detection or event recording
- This project will require approximately an additional **2TB** of storage
- This project will use approximately **12Mbit/s** of bandwidth

Client Initials:_____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

The NVR storage capacity is an approximate estimate based on general conditions that KSS does not influence. Each device will include the necessary mounting hardware, license and manufacturer support

Customer Provided Items and scope exclusions

- PoE switches
- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Network configurations for connection of devices to Customer's network
- 120VAC by a certified electrician for all security devices where needed

Finance

Purchaser hereby agrees to pay KSS the following terms: The Customer is required to pay every invoice in full within 30 days of receiving the invoice.
Project Milestones and Invoicing Procedures

- An initial project invoice is due and payable upon delivery of materials and services rendered
- The remaining balance is due and payable in monthly progress payments based upon material delivered or work completed

Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

Engineering

KSS shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. KSS will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

Cabling & Wiring

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional matter.

KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

Field Devices

KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

KSS is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. KSS is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

Programming

KSS trained personnel will program the security system to provide a functioning operational system. KSS will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

Client Initials:_____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

Rental Equipment - Lift rental is Not included in this proposal.

Testing
KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by KSS and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. KSS will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed additional charges will be applied.

Upon system acceptance, a KSS job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

Training - Training is Not included with this proposal.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in the Customer Service Agreement.
2. This proposal is valid for 30 days. After the 30 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Final Location of all equipment to be approved by owner prior to start of installation.
5. Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
6. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
7. All work will be done following federal, state, and local laws and requirements for the above scope of work.

Knight Security Systems Excludes the Following:

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

Roles & Responsibilities
Essential activities conducted in the course of project by the Customer and Knight Security Systems (KSS).

Client Initials:_____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

Project Administration Tasks	Customer	KSS
General project management & administration		X
Designate primary customer point of contact and site supervisor		X
Host initial site orientation and kick-off meeting	X	
Pre-installation walk-through and design verification	X	
Pre-construction utility assessment	X	
System design and engineering		X
System design and engineering approval	X	
Develop master project schedule		X
Approval of master project schedule	X	
System design acceptance within overall master plan of larger facility	X	
Provide lists of existing equipment and building drawing backgrounds	X	
Develop and maintain drawings and equipment schedules		X
Provide written communication regarding work site conditions	X	
Coordinate monthly in-progress reviews for active sites		X
Change order management		X

Project Installation Tasks	Customer	KSS
Provide locations for materials staging	X	
Materials pre-installation configuration and delivery		X
Pre-installation testing of existing equipment		X
Building penetrations to exterior		X
Fire partition penetrations and sealing		X
Installation of conduit to security system devices where needed		X
Installation of cables to security system devices		X
Network cables from security system devices to copper patch panels		X
Patch cables between patch panels and network switches		X
Create panel, cable, and equipment labeling scheme	X	
Install cable labels per labeling scheme		X

Network Tasks	Customer	KSS
Rack and rack space for rack mount equipment	X	
Network PoE switches, uninterruptable power supply and configuration	X	
Patch panels		X
IP address assignment for security system equipment and workstations	X	
Configure client workstations to the security system		X

Programming Tasks	Customer	KSS
Create custom security system programming matrix		X
Program initial security system configuration		X
Import initial cardholder database from Owner provided information	N/A	
Develop and implement database update procedure	X	

Testing and Acceptance Tasks	Customer	KSS
System test forms and checklists		X
Full system test		X
Customer on-site system acceptance	X	
As-built drawings and final engineering document submittal		X

Client Initials:_____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

DIR CPO-4494

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, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.

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

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this 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: Knight Security Systems, LLC agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Knight Security Systems, LLC which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Knight Security Systems, LLC agrees that licensee shall have access during normal working hours to all necessary Knight Security Systems, LLC facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Knight Security Systems, LLC reasonable advance notice of intended audits.

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.

PROJECT INVESTMENT

Estimate

QTY	Description	Unit Price	Ext.Price
4	AXIS P3719-PLE Network Camera is a compact 15-mega	$1,240.46	$4,961.84
4	Corner Bracket. Requires AXIS T91A61 Wall Bracket.	$61.29	$245.16
4	Chromated and powder coated aluminum wall mount wi	$65.17	$260.68
4	AXIS T94N01D Pendant Kit comprises a weathershield	$69.04	$276.16
4	DIR- Project Install Kit	$133.29	$533.16
1	23-4P UNS SOL CMP C6 Ylw Jkt	$361.49	$361.49
4	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	$11.22	$44.88
4	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	$14.86	$59.44
4	1 camera connection	$176.31	$705.24
4	GenetecAdvantage for 1 OmnicastEnterprise Camera	$35.26	$141.04
1	Mini Com 24-port modular patch panel with faceplat	$45.08	$45.08

Equipment Subtotal	**$7,634.17**
Labor Subtotal	**$6,876.90**
Estimate SubTotal	**$14,511.07**
Annual Recurring Subtotal	**$1,800.00**

Client Initials:_____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

Option-Add 4 Exterior Entry landing cameras Accept: ____ Decline: ___

QTY	Description	Unit Price	Ext.Price
4	DIR- Project Install Kit	$167.74	$670.96
1	23-4P UNS SOL CMP C6 Ylw Jkt	$361.49	$361.49
4	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	$11.22	$44.88
4	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	$14.86	$59.44
4	1 camera connection	$176.31	$705.24
4	GenetecAdvantage for 1 OmnicastEnterprise Camera	$35.26	$141.04
4	Fixed dome with built-in IR illumination and IK10	$464.69	$1,858.76
4	Outdoor-ready, impact resistant (IK10+) back box w	$92.32	$369.28

Equipment Subtotal	**$4,211.09**
Labor Subtotal	**$7,889.40**
Option-Add 4 Exterior Entry landing cameras SubTotal	**$12,100.49**
Annual Recurring Subtotal	**$1,800.00**

Investment Summary

Total Equipment	**$11,845.26**
Total Labor	**$14,766.30**
Total Proposal Amount	**$26,611.56**

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **$26,611.56**

Annual Recurring **$3,600.00**

Grand Total: $ 30,211.56

The price above includes: material, equipment and labor as described within this proposal.

IN WITNESS WHEREOF, Williamson County and Knight Security Systems have duly executed this Agreement to be effective as of the date of the last party's execution below.

Client Initials:_____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

COUNTY:
WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative
Capacity:

Date: _____, 20_____

KNIGHT SECURITY SYSTEMS:

By: 

Printed Name: Kevin Garlick

Representative
Capacity: Account Manager

Date: July 29th, 20 21

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

TERMS & CONDITIONS

Limited Warranty.

A. What is Covered. For one (1) year after System Acceptance, Knight will repair or replace any defective part of the System without charge to Purchaser. Knight may use new or used parts of the same quality. Knight may keep all replaced components.

B. How To Get Service. Call or e-mail Knight at the e-mail address and telephone number at the top of this agreement and tell Knight what is wrong with the System. Knight will provide service as soon as possible during Knight's normal business hours which are 8:00AM to 5:00PM Monday through Friday, excluding holidays Knight observes. A responsible adult must be at the premises at the time Knight visits. Emergency repair service is available at other times for an additional charge. SecurePlan customers should follow the exclusive SecurePlan service request procedure.

C. What Is Not Included. Repair of the System is Knight's only duty. This warranty does not include disposable batteries. Knight makes no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. Knight does not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, misuse or abuse of the System, Purchaser's failure to properly use the System, or any other reason except a defect in the equipment or Knight's installation. **Knight is not liable for consequential or incidental damages. Purchaser agrees that this is Knight's only warranty and that Knight has given Purchaser no other warranty for the System. All implied warranties are limited in duration to the one year term of this express warranty.** Repairs not covered by this warranty will be charged to Purchaser at Knight's standard rates for labor and materials and Purchaser agrees to pay the same.

D. State Law. Some states do not allow the exclusion or the limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply. The warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.

After Warranty Service. If Purchaser has subscribed to SecurePlan, Knight will continue to service the System in accordance with the provisions of the SecurePlan program. If Purchaser has not subscribed to SecurePlan, then at the end of Knight's one (1) year limited warranty, Knight will continue to repair the System on a time and material basis. Purchaser will pay Knight's standard parts and labor charges for all repair calls. There will be a one (1) hour minimum visit charge for each repair call. See Knight's Limited Warranty on how to request repair service. Payment is due upon completion of the work.

Regulatory Agencies. Knight operates under the regulatory authority of the following State of Texas agencies: Department of Public Safety, Texas Private Security Board, P.O. Box 4087, Austin, Texas 78773-0001, 512/463-5545, License # B-3566: Texas Department of Insurance, Office of the State Fire Marshal; P.O.Box 149221, Austin, Texas 78714-9221, 512/463-6169, License # ACR-84110-647.

Document Conflict. It is understood and agreed by and between the parties hereto, that if there is any conflict in this agreement and any other document, this agreement will govern, whether such other document is prior, coincident or subsequent to this agreement.

Taxes, Fees, Permits, Fines. In addition to the charges set forth herein, Purchaser agrees to pay any and all false alarm assessments, taxes, fees or other charges relating to the System installation, System use or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the System is connected. In addition Purchaser agrees to have the System licensed, permitted, registered or the like when required by any governmental agency and to pay any and all required fees for same.

Knight Not An Insurer And Limitation Of Liability. Purchaser acknowledges that Knight has not represented or warranted that the System may not be compromised or circumvented, that the System will prevent any loss by burglary, theft, robbery, fire or otherwise or that the System will in all cases provide the detection for which it is installed or intended. Purchaser does further acknowledge that Purchaser assumes all risk for loss or damage to Purchaser's premises, property or contents and that Knight has made no representations or warranties, nor has the Purchaser relied on any representation or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular use, except as set forth herein. Purchaser acknowledges that Knight is not an insurer and that insurance if any shall be obtained by the Purchaser and that the payments stipulated hereinbefore are based solely upon the value of the System and services herein described and are unrelated to the value of Purchaser's premises, property or contents. It is not the intention of the parties of this agreement that Knight assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the System or services under this agreement or for any loss or damage sustained through burglary, theft, robbery, fire or other cause by virtue of this agreement or because of the relation herein established. Purchaser further agrees to not subrogate with any person or insurer against Knight. From the nature of the System to be installed and/or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of the System, installation, monitoring or other services or on the part of Knight to perform any of its obligations hereunder. If there shall, notwithstanding the provisions herein, at any time be or arise any liability on the part of Knight by virtue of this agreement or because of the relation hereby established, whether due to Knight's breach of this agreement, negligence of Knight, Knight's failure to perform any of its obligations hereunder, including installation, monitoring or service, or otherwise, such liability is and shall be limited to a sum equal in amount to the annual monitoring fee, five percent (5%) of the total sale and installation amount or five hundred dollars ($500.00), whichever is the greater. This liability shall be complete and exclusive. Purchaser may obtain from Knight a higher limitation of liability for an additional periodic charge. If Purchaser elects this option, Knight will attach a rider to this agreement, which will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that Knight is an insurer.

Indemnification. Purchaser agrees to and shall indemnify and save Knight harmless, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by Knight's performance, negligent performance or failure to perform its obligations under this agreement except that this indemnity clause shall not extend to damage, loss, liability or injuries which occur while an employee or agent of Knight is on the premises of the Purchaser and which damage, loss, liability or injuries are solely and directly caused by the acts of said employee or agent.

System Acceptance. Purchaser agrees to inspect and provide written acceptance of the system installation within (30) days within of the notice of completion by Knight, or within 30 days of the commencement of beneficial use of the system or system elements provided, whichever is earlier. Errors or omissions in the installation of System, including but not limited to failure to install or wire detection devices, shall be called to the attention of Knight by Purchaser in writing within

Client Initials:_____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

thirty (30) days of final billing of installation charges stipulated in paragraph 2.A of this agreement. Upon the expiration of the said thirty (30) day period, the installation and the System provided shall be deemed complete and acceptable to Purchaser.

Increase Of Monitoring/Service Fees. Notwithstanding the terms and conditions set forth herein, after the term for monitoring service, Knight may at any time, increase the monthly System monitoring fee and/or service fee upon giving the Purchaser notice in writing. In the event Purchaser is unwilling to pay the increased fee(s), Purchaser may terminate the System monitoring and/or System service upon giving notice in writing to Knight within thirty (30) days from receipt of Knight's notice, provided Purchaser shall not be in default of any provisions, terms or conditions of this agreement. Failure to notify Knight within said thirty (30) days will constitute Purchaser's consent to the increased fee(s) and all other provisions, terms and conditions of this agreement shall remain in full force and effect.

System Use And Testing. To obtain proper results from the operation of the System, Purchaser agrees to perform weekly tests and inspections of the entire System and to notify Knight as soon as practical to have System repaired if a failure is detected with the System. Purchaser will instruct all other persons who may use the System on its proper use. If the System includes interior detection (e.g., motion detectors, glass break detectors, smoke detectors, heat detectors or other such detectors), Purchaser agrees to turn off, control or remove all things such as air conditioning systems, insect fogging products and pets that might interfere with such devices.

False Alarm & Warranty Service Calls. In the event Purchaser or any user of the System shall cause an excessive number of false alarms or service calls through carelessness, the malicious or accidental use of the System or in the event Purchaser shall in any manner misuse or abuse the System, it shall constitute a material breach of contract on the part of Purchaser and Knight may, at its option, in addition to other legal remedies, be excused from further performance upon the giving of ten (10) days notice to Purchaser. Knight's excuse from performance shall not affect Knight's right to recover damages from Purchaser. In the event a fine, penalty, fee or the like is assessed against Knight by any governmental or municipality agency as a result of any false alarm or misuse of Purchaser's System, Purchaser agrees to forthwith reimburse Knight upon Knight giving notice to Purchaser.

Telephone Line. Purchaser understands that all System monitoring signals are transmitted over regular telephone lines, which are wholly beyond the control and jurisdiction of Knight. Purchaser will pay for all telephone company charges. Knight requires the use of a RJ31X or equivalent telephone jack to give the System priority over telephones on Purchaser's premises; however, when the System is activated, other calls (such as calls to the 911 emergency operator) cannot be made, and therefore, Purchaser may wish to have the System connected to a second telephone line. If Purchaser's telephone service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and Knight will not know of the telephone service problem or outage. Purchaser acknowledges that Knight has advised Purchaser of the availability of wireless radio transmission of System monitoring signals in the event of telephone service interruption.

Additional Detection Equipment. Purchaser acknowledges that additional fire, intrusion, robbery or supervisory detection devices are available at additional cost.

Installation Or Service Of System. Purchaser authorizes Knight to install and/or service or cause to be installed and/or serviced, the devices specified in the schedule of devices including instruments, appliances and all necessary connections, wires, conduits and other materials associated herewith. Knight may, at its sole discretion, subcontract all or part of the installation or service of the System. Purchaser will make premises available during Knight's normal working hours of 8:00 A.M. through 5:00 P.M., Monday through Friday exclusive of Knight's scheduled holidays unless an alternative time has been arranged and agreed to by both Knight and Purchaser. Purchaser has the affirmative duty to inform Knight, prior to beginning of installation, of every location at the premises where Knight should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, Knight will cease work until Purchaser has, at Purchaser's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Knight's personnel. In no case shall Knight be liable for discovery or exposure of hidden asbestos or other hazardous material, and Purchaser shall indemnify and hold Knight and its employees harmless from any claims brought against Knight and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Purchaser's premises. Purchaser understands that the installation will necessitate drilling into various parts of the premises. Knight generally intends to conceal wiring in the finished areas of the premises; however, in areas which, due to construction, decoration, or furnishing of the premises, Knight determines, in its sole discretion, that it would be impractical to conceal the wiring, in such cases wire will be exposed. To facilitate the installation and operation of the System, Purchaser will repair any broken or loose doors, windows or other parts of the premises as Knight may reasonably request. Purchaser agrees to provide 110 volt AC electrical outlets (dedicated circuits when required) at the designated locations for devices requiring such power.

Delay/Interruption Of Installation, Monitoring Or Service. Purchaser hereby agrees that Knight assumes no liability for delays or interruption in installation, monitoring or service of System whether due to heavy workload, labor disputes of any nature, strikes, riots, storms, natural disasters, fires, power failures, insurrection, interruption of or unavailability of telephone service, or any other cause beyond the control of Knight and will not be required to furnish installation, monitoring or service while any such cause shall continue.

Default Or Termination. If Purchaser fails to pay any amounts agreed herein or provided for herein within ten (10) days after the same is due and payable or if Purchaser fails to observe, keep or perform any other provision, term or condition of this agreement, Purchaser hereby agrees that Knight shall have the right to exercise any of the following remedies: (a) to declare the entire amount of moneys due hereunder, immediately due and payable upon notice or demand to Purchaser; (b) to initiate any legal proceedings and recover all moneys due hereunder, accrued and thereafter accruing, including without limitation, reasonable attorney's fees; (c) to enter Purchaser's premises and take possession of any and all devices of System not paid for, without any court order or other process of law, and any said taking of possession shall not constitute a termination of this agreement unless Knight expressly so notifies Purchaser in writing; (d) to terminate this agreement; (e) to pursue any other remedy at law or in equity. Notwithstanding any said removal or any other action which Knight may take, Purchaser shall be and remain liable for the full performance of all provisions, terms and conditions on the part of Purchaser under this agreement. All such remedies are cumulative and may be exercised concurrently or separately. Purchaser shall be liable for all expenses Knight may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney's fees and any amounts established by state or federal statute or regulation. If Knight elects to exercise any or all of the above provisions, it shall not be considered to constitute a breach by Knight of this agreement or waiver of Knight's rights to which it may be entitled under the law. Purchaser further agrees that Knight shall not be liable for any damage caused to the Purchaser's premises by the removal of System or devices.

Title Of System. Knight retains title to the System and all components and devices until such time as Purchaser shall pay for said System in full.

Client Initials:_____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

Pre-Existing Equipment And Devices. Knight assumes no liability and gives no warranty, limited or otherwise, for equipment, devices, wiring, services or the like not installed or provided by Knight pursuant to this agreement.

Authorized Users And Emergency Contact List. Purchaser agrees to furnish to Knight forthwith a written list of names, necessary telephone numbers and verbal passcodes of all System users and emergency contact persons authorized to enter the Purchaser's premises. In addition Purchaser shall notify Knight in writing of all changes, revisions and modifications of the above stated users and emergency contact persons or changes to the Purchaser's premises address, telephone, or the like.

Monitoring Service. If Purchaser has subscribed to monitoring service, Knight, upon receipt of a signal from the System shall, without warranty and when permissible by law, make a reasonable effort to do the following: (a) Upon receipt of an intrusion alarm signal, call the Purchaser's premises to verify an authorized user. If unable to verify an authorized user at the Purchaser's premises, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (b) Upon receipt of a holdup, duress or panic alarm signal, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (c) Upon receipt of a fire alarm signal, notify the Public Fire Department of the respective jurisdiction of the Purchaser's premises, notify the Purchaser's premises and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. (d) Upon receipt of a System supervisory, trouble or failed System test signal or the like, call the Purchaser's premises during Knight's normal business hours to notify Purchaser and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. The above listed procedures may be altered by Purchaser, when allowed by law, only upon Purchaser's written request of Knight. Monitoring may be provided by Knight or an independent monitoring facility selected by Knight.

Late/Interest Fees & Attorney's Fees. Purchaser shall pay late fees and interest in amounts allowable by Texas law for all moneys not paid to Knight when due and payable. Additionally, in the event it shall become necessary for Knight to institute legal proceedings to collect any amount due Knight under this agreement, Purchaser shall pay Knight reasonable attorney's fees when permitted by law. Both Knight and Purchaser agree that no demand for arbitration, lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

Assignees And Subcontractors. Knight may transfer or assign this agreement to any other entity including an alarm company or lender. Purchaser may not transfer this agreement to someone else (including someone who purchases or rents Purchaser's premises) unless Knight approves the transfer in writing. Knight may use subcontractors to provide installation, repair or monitoring services, and this agreement, shall apply to the work or services they provide, and shall apply to them and protect them in the same manner as it applies to and protects Knight.

Client Initials:_____

Commissioners Court - Regular Session **15.**

Meeting Date: 08/10/2021

Brycomm LLLC Cabling Installation at Justice Center

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 service contract between Williamson County and Brycomm, LLC to provide fiber cabling to the Justice Center in the amount of $12,128.12 per the terms of the DIR Contract #DIR-CPO-4777 (previously approved at the July 27, 2021, Commissioners Court meeting under agenda item #14, with the incorrect DIR Contract number) and authorizing the execution of the contract.

Background

This contract will benefit the Justice Center Jail with the installation of 640 6-foot single mode inner lock fiber cables, wall mount locking racks, adaptor panels and other hardware. The attached Scope of Work outlines the installation. Legal and Contract Audit Departments have reviewed the SOW. IT Department has given approval. The Department point of contact is Richard Semple. The expenditure line item is 01.0100.0503.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Brycomm Jail Cabling

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/05/2021 09:24 AM
County Judge Exec Asst.	Becky Pruitt	08/05/2021 09:26 AM
Form Started By: Mary Watson		Started On: 07/29/2021 10:33 AM
Final Approval Date: 08/05/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
FIBER CABLING
(Justice Center / Jail)
DIR-CPO-4777

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **BRYCOMM, LLC, (hereinafter "Service Provider")**, 15302 Marsha St., Austin, TX 78728. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

As described in the attached Statement of Work/Quote, dated July 29, 2021, which is designated Exhibit "A" and incorporated herein as if copied in full.

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

pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $12,128.12.**

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)*	$ 500,000	$ 500,000
Aggregate policy limits:	$1,000,000	

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

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

V.

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

A. As described in the attached Statement of Work/Quote, dated July 29, 2021, which is incorporated herein as if copied in full;

B. DIR-CPO-4777; and

C. Any required insurance certificates evidencing required coverages.

VI.

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

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2021

SERVICE PROVIDER:

M-B
Authorized Signature

Mike Baker, CFO
Printed Name

Date: July 29, 2021

Exhibit(s)
Statement of Work/Quote, dated July 29, 2021

BRYCOMM
1051 New Technology Blvd. Hutto, TX 78634
Phone: (512) 712-4008 Fax: (512) 712-4009

Date: July 29, 2021
Bid No.:
Subject: Justice Center – Jail Fiber Cabling DIR-CPO-4777

Send Contracts and PO's to: Orders@BryComm.com
Estimated By: Shaun Holmes

We appreciate your interest in our services and thank you for the chance to offer the following proposal for the project referenced above. Our proposal incorporates the following:

I. DOCUMENTS:

Drawings: **Discussed onsite and description listed below**

II. SCOPE OF WORK:

Fiber Cabling:

1. Installation of two (2) 6F single mode inner lock fiber cable.
2. Provide and install two (2) wall mount locking racks PZAEWM3.

III. CLARIFICATIONS AND EXCLUSIONS:

1. Payment and Performance bonds are not included in this proposal. Pricing available upon request.
2. No core drilling, EZ-Paths installs, wire-mold, conduit (EMT), conduit (EMT), poke-thru or other such pathway installation is included in this proposal.
3. Plywood has been excluded from this proposal. Pricing is available upon request.
4. Price does not include any labor or materials for Grounding and Bonding systems.
5. Price does not include Wireless Access Points.
6. Price does not include installation or relocation of owner provided Wireless Access Points.
7. Price does not include any network equipment or relocation of existing (switches/routers).
8. Price does not include repair/replacement of any faulty device or cabling in the existing system.
9. New pathways inside and outside (conduit) will be by others.
10. Testing, labeling and documentation of the entire install will be provided to the owner upon completion, per contract documents.
11. Any electrical power receptacles, carpentry, demolition, patching, painting, refinishing and relocation are excluded.
12. BryComm to require (15) working days to review, process, and return all customer issued contracts.
13. BryComm assumes there are no abnormal environmental or hazardous conditions on the premise, which would require extraordinary safety and/or regulatory functions, activities, permits or certifications for BryComm to perform the required work.

IV. PRICING SUMMARY:

Scope of Work		Cost
270000	Jail Fiber Cabling	$ 12,128.12
	Payment & Performance Bond	$ -
	Sales Tax (if applicable)	$ -
	Total	$ 12,128.12

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.

Shaun Holmes
Project Manager
Office: (512) 712-4008 x120
Fax: (512) 712-4009
Cell: (512) 992-6106
Shaun.Holmes@BryComm.com
Security License #B17431
www.BryComm.com

BRYCOMM
WELL CONNECTED

DIR# DIR-CPO-4777				
	Singlemode fiber pull - 151-300 Feet	2	$ 466.26	$ 932.52
	Panduit 6F inner locking armor plenum	640	$ 3.24	$ 2,073.60
	Locking wall mount box # PZAEWM3	2	$ 1,512.00	$ 3,024.00
	Fiber LIU's, Pigtails, adapter panels, and misc consumables	1	$ 2,281.68	$ 2,281.68
	Misc anchors, sleeves, and fire caulk	1	$ 22.46	$ 22.46
	Crew Foreman - Non-Standard Time - Cabling Cutover & Wreck Out	30	$ 56.31	$ 1,689.30
	Entry Level Technician - Non-Standard Time - Cabling Cutover & Wreck Out	30	$ 31.76	$ 952.80
	Entry Level Technician - Non-Standard Time - Cabling Cutover & Wreck Out	30	$ 31.76	$ 952.80
	Project Manager	3	$ 66.32	$ 198.96
				$ -

Sub-Total:		$12,128.12
Shipping & Handling:		$0.00
Applicable Tax Rate:		8.25%
Taxes:		$0.00

Total:	**$ 12,128.12**

Commissioners Court - Regular Session **16.**

Meeting Date: 08/10/2021

Houghton Mifflin Harcourt Publishing Company and 2015 La Frontera Plaza, LTD. 381 Agreement

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action to acknowledge termination of the Chapter 381 Agreement between Williamson County and Houghton Mifflin Harcourt Publishing Company and 2015 La Frontera Plaza, LTD.

Background

Both Houghton Mifflin Harcourt Publishing (HMH) Company and 2015 La Frontera Plaza, Ltd have requested to terminate the Chapter 381 Agreement as of the end of Tax Year 2020. We have placed the emails in our files and reviewed with legal that the Commissioners Court accepting their request for termination can be done by a vote on this agenda item for the record. The agreement was set to run thru Tax Year 2021. Due to COVID 19, HMH experienced a reduction in force and at this time have no plans to occupy the premise per the requirements of the agreement. I payment was not requested by HMH for Tax Year 2020.

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	08/05/2021 09:52 AM
Form Started By: Julie Kiley		Started On: 08/05/2021 09:41 AM
Final Approval Date: 08/05/2021		

Commissioners Court - Regular Session **17.**

Meeting Date: 08/10/2021

2021/22 Family Eldercare Contract

Submitted By: Sharrion Threadgill, County Court At Law #4

Department: County Court At Law #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action for approval of the 2021/22 Family Eldercare Contract.

Background

contract review

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Family Eldercare Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	07/28/2021 11:08 AM

Form Started By: Sharrion Threadgill Started On: 07/28/2021 09:56 AM

Final Approval Date: 07/28/2021

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
FAMILY ELDERCARE
(FY 2022)
(Probate Court Operations- County Court at Law #4)

THIS CONTRACT is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and FAMILY ELDERCARE, hereinafter referred to as ("FAMILY ELDERCARE").

WITNESSETH

WHEREAS, WILLIAMSON COUNTY has an interest in supporting guardianships for individuals who are unable to care for themselves and have no family or friends to serve as guardian;

WHEREAS, FAMILY ELDERCARE has an interest in supporting the provision of community and county-wide eldercare support services;

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with FAMILY ELDERCARE;

NOW, THEREFORE, THE PARTIES agree as follows:

1. **Public Purpose and Public Benefit**. FAMILY ELDERCARE will operate as an independent contractor in Williamson County, Texas. FAMILY ELDERCARE shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT, *which must be based on referrals from Williamson County*

through the Presiding Judge of the County Court at Law #4. The services include, but are not limited to the following items in order to complete the project:

- **As described in the Proposal from Family Eldercare, set forth in the attached Exhibit "A" and dated September 13, 2019, which is incorporated herein as if copied in full; and**

- **In addition to the services described in Exhibit "A," Family Eldercare also will provide financial management services for individuals whom the Presiding Judge of the County Court at Law #4 determines are in need of assistance but not in need of guardianship services, up to a total of 30 guardianship and financial management clients.**

2. Reports/Payment. FAMILY ELDERCARE shall provide to WILLIAMSON COUNTY quarterly and annual financial reports in a form agreed upon by WILLIAMSON COUNTY, and FAMILY ELDERCARE shall cooperate with annual inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to FAMILY ELDERCARE the full yearly amount of **$90,000 payable in monthly installments of $7,500 after October 1, 2021 and *prior* to the end of FY 2022 or September 30, 2022.**

3. Reimbursement of Funds. Despite the agreed upon method of payment set forth above, FAMILY ELDERCARE agrees to return to WILLIAMSON COUNTY all funds distributed to FAMILY ELDERCARE if (a.) FAMILY ELDERCARE's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) FAMILY ELDERCARE fails in any other respect under this CONTRACT; (d.) FAMILY ELDERCARE changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the FAMILY ELDERCARE no longer serves a public purpose; or (e) FAMILY ELDERCARE conveys, leases or otherwise transfers its interest in the its operations to another entity without the prior written consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds shall be prorated based on those portions that were reasonably used for intended purposes.

4. Records. FAMILY ELDERCARE shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. FAMILY ELDERCARE agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such FAMILY ELDERCARE records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and FAMILY ELDERCARE. FAMILY ELDERCARE further agrees that WILLIAMSON 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 FAMILY ELDERCARE which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. FAMILY ELDERCARE expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary FAMILY ELDERCARE facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give FAMILY ELDERCARE reasonable advance notice of intended audits.

5. **Independent Contractor/Indemnity**. It is understood and agreed that FAMILY ELDERCARE is not and shall not in any sense be considered an employee, partner or joint venturer with WILLIAMSON COUNTY, additionally neither shall FAMILY ELDERCARE be considered or in any manner hold itself out as an agent or official representative of WILLIAMSON COUNTY. FAMILY ELDERCARE shall be considered an independent contractor for purposes of this CONTRACT and shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

FAMILY ELDERCARE FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER THIS CONTRACT OR OCCASIONED BY FAMILY ELDERCARE.

6. **Compliance With All Laws.** FAMILY ELDERCARE and WILLIAMSON COUNTY each agree, in connection with the services or any related items to the subject matter of this CONTRACT, to comply with any and all local, state or federal requirements.

7. **Notice**. Any notice required to be given under the terms of this CONTRACT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626

FAMILY ELDERCARE:
FAMILY ELDERCARE
ATTN: Kent Herring
1700 RUTHERFORD LANE
AUSTIN, TEXAS 78754

GENERAL COUNSEL:
GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

8. **No Assignment**. This CONTRACT may not be assigned.

9. Termination. Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

a. the termination of the corporate or business existence of FAMILY ELDERCARE;
b. the insolvency of FAMILY ELDERCARE, the filing of a petition in bankruptcy either by or against FAMILY ELDERCARE, or an assignment by FAMILY ELDERCARE for the benefit of creditors;
c. the breach by FAMILY ELDERCARE of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to FAMILY ELDERCARE of such breach.
d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

10. Term. The stated term of this CONTRACT shall be from **October 1, 2021** until **September 30, 2022**, but with on-going contractual obligations relating to audits and record keeping by FAMILY ELDERCARE extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

11. Employees. The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

12. Venue & 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.

13. 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

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

15. Proof of Non-Profit Status. FAMILY ELDERCARE has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as **"Exhibit**

B" and is incorporated herein as if copied in full.

EXECUTED to be effective as of the 1st day of October 2021.

FOR WILLIAMSON COUNTY:

_____

Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas

Date: _____**, 2021**

FOR FAMILY ELDERCARE:

_____ Kent Herring

Authorized Agent
FAMILY ELDERCARE

Date: June 30**, 2021**

Exhibit "A"

family ELDERCARE

2019 Board of Directors

Sandra Morris
Chair

Patricia McLaughlin
Secretary

Jen Berbas
Treasurer

Charles Colley
Eric Corum
Dax Dobbs
Cass Grange
Deborah Kerr
Caryn McGraw
Bill McHugh
Beth Reese
Kim Wilson

Memorial Board Members
Rudy Belton
Alva Finck

President's Council
Jackie Lelong, *1930–2018*
Founder Of Family Eldercare
Jacqueline Angel
Michelle Bonilla
Tom Buckle
Don Carnes
Ellis "Pat" Craig
John Crane
Mark Davis
Clyde Farrell
Cheryl George
Holly Gilman
Deborah Green
Diane "Dede" Hebner
Grova Jones
Frank Leffingwell
Barbara Lipscomb
Donna Loflin
Ann Marett
J.C. "Dusty" Mccormick
Susan Sharlot
Gail Sulak
Gaye Thompson
Brent Weber

September 13, 2019

The Honorable John B. McMaster
Williamson County Court at Law #4
405 M.L.K. Street, Box 17
Georgetown, TX 78626

Dear Judge McMaster:
Family Eldercare would like to thank you and the citizens of Williamson County for the opportunity to provide services by our Guardianship Program. After 4 plus years we are needing to request an increase in our annual contract. I am sending you a proposal requesting $90,000 from Williamson County In 2019 – 2020, for Family Eldercare to serve as legal guardian for up to 30 Incapacitated older adults and adults with disabilities.

Funds will be used to provide ongoing care management and/or estate management to Incapacitated Williamson County residents referred by the Court Family Eldercare will provide guardianship services for as long as they are needed.

Family Eldercare has provided Guardianship services since 1986. We have developed a cost-effective model for this service by using trained Care Managers to provide care oversight. Our program is also very successful. During the years (2014-2019) that we have provided services in Williamson County,100% of our clients were protected from abuse and neglect.

Family Eldercare is seeking a formal contract in order to continue providing and expanding our guardianship services in Williamson County. The benefits to the County in entering into a formal agreement include:

- Guaranteed availability of Guardianship services for up to 30 Williamson County residents through the creation of new guardianships or through appointment as successor guardian.
- Reduced County costs related to civil or criminal incidents and emotional/health crises experienced by person needing guardianship
- Ongoing protection, care management and an improved quality of life for vulnerable older and disabled residents who are at risk of fraud, abuse, failing health and neglect, and,
- Housing and support services, located within Williamson County or outside the County, for individuals who need specialized residential care.

I hope you will forward our request to the Williamson County Commissioners Court for their consideration.

Sincerely,

Kent Herring
Chief Executive Officer

generously supported by
St David's FOUNDATION

Exhibit "B"

Internal Revenue Service

Date: February 5, 2004

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Dalphene Naegele 31-04012
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
74-2286387

Family Eldercare, Inc.
2210 Hancock Dr
Austin, TX 78756-2509

Dear Sir or Madam:

This is in response to your request of February 5, 2004, regarding your organization's tax-exempt status.

In January 1984 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing.
For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Acting Director, TE/GE
Customer Account Services

Commissioners Court - Regular Session **18.**

Meeting Date: 08/10/2021

Award IFB T4302 Regional Animal Shelter Pharmaceuticals and Clinic Supplies

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #T4302 Regional Animal Shelter Pharmaceuticals and Clinic Supplies to the lowest responsive bidder, Midwest Veterinary Supply. The award is for a period of one (1) year with two (2) optional 12-month renewals.

Background

Approval of this item will support the operations of the Williamson County Regional Animal Shelter. The Purchasing Department solicited sealed bids for IFB T4302 Animal Shelter Pharmaceuticals and Clinic Supplies. Three (3) vendors participated in the IFB, two (2) vendors submitted bids. Midwest Veterinary Supply was found to be responsive and of best value. The Price Sheet and Letter of Recommendation from the Williamson County Regional Animal Shelter are attached. Recommendation is to do an overall award to Midwest Veterinary Supply. Supplies included in this solicitation are ordered on an as-needed basis to maintain appropriate inventory for animal care and are not to exceed the budgeted amount. Budgeted amount for FY 21 is $141,000. Department contacts are Linda Gunter and Misty Valenta. Expenditures for this solicitation will be charged to 01.0545.0545.004975 and 01.0545.0545.003200.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Price Sheet

Letter of Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/05/2021 09:38 AM
County Judge Exec Asst.	Becky Pruitt	08/05/2021 09:50 AM
Form Started By: Erica Smith		Started On: 08/02/2021 03:42 PM
Final Approval Date: 08/05/2021		

IFB T4302 Animal Shelter Pharmaceuticals and Clinic Supplies
Midwest Veterinary Supply

Category	Item Description	Strength	UOM	Unit Cost	Ext. Cost	Vendor's Item#
Diagnosis	Fecal Float Solution gallon	NA	gallon	7.61	7.61	193.19721.3
Diagnosis	Fecal Loops Dog/Cat	NA	100ct	2.84	284	350.04540.2
Diagnosis	Fecal Loops Puppy/Kitten	NA	100ct	2.84	284	350.04542.2
Diagnosis	HemaClean Kit, Vetscan, 6 tubes, 3mlea	NA	6/pk	17.99	143.92	016.73018.2
Diagnosis	Immersion oil (microscope)	NA	1 oz	7.88	15.76	153.00875.3
Diagnosis	Lens Tissues - lint free 280/pk	NA	280/pk	2	2	500.00050.4
Diagnosis	Microscope Slide Cover Slips 100/bx	NA	100/bx	2.05	4.1	350.05959.2
Diagnosis	Microscope Slides Plain 72/bx	NA	72/bx	1.93	3.86	350.05957.2
Diagnosis	Mineral Oil 1 gallon	NA	gallon	14.55	14.55	193.49602.3
Diagnosis	Normal Control, HM5, Vetscan, 2ml	NA	2ml	21.7	130.2	016.28600.2
Diagnosis	Otoscope Cones, Disposable, 5mm 50/bx	NA	50/bx	9.36	18.72	198.70122.2
Diagnosis	Pipette tips, Disposable 200uL, 96/bx	NA	96/bx	4.78	19.12	016.76800.2
Diagnosis	Rotor Vetscan cartridge T4/cholesterol	NA	24pk	432.14	1728.56	016.60220.2
Diagnosis	Rotor Vetscan cartridge comprehensive diagnostic profile	NA	24pk	663.16	2652.64	016.60320.2
Diagnosis	Thermometer, digital	NA	ea	3.49	13.96	000.20000.2
Diagnosis	Vetscan HM5 hemotology reagent pack 1pk 100ct	NA	100ct	486.57	1946.28	016.28500.2
Diagnosis	Test, Canine, Rapid box	NA	box	78.86	2208	555.80230.3
Diagnosis	Test, FELV Tests (non combo) box	NA	box	99.21	27778.8	555.80200.3
Surgery	Absorbable Hemostatic Gelatin Sponge (Vetspon Flex Sponges equiv) 6/pk	NA	6/pk	75.77	151.54	295.86001.2
Surgery	Adaptor Plug Male LS 1/pk	NA	1/pk	2.16	12.96	004.27040.2
Surgery	Alcohol 70% gallon	70%	gallon	63.98	191.94	562.30705.3
Surgery	Alpha Trak 2 Test Strips 50 ct	NA	50ct	57.44	114.88	004.00273.2
Surgery	anesthesia mask cat medium	NA	ea	15.99	47.97	685.01725.2
Surgery	anesthesia mask dog large	NA	ea	24.81	74.43	685.00011.2
Surgery	anesthesia mask dog med	NA	ea			NA
Surgery	anesthesia mask dog small	NA	ea	24.81	74.43	685.34000.2
Surgery	Autoclave Indicator Tape .5" 60yd	NA	60yd	3.61	7.22	470.00018.4
Surgery	Avagard Surgical Scrub Cartridge 500ml	NA	500ml	43.34	260.04	470.00006.4
Surgery	Betadine solution 1 gallon	NA	gallon	40.45	40.45	575.00020.3

Surgery	Betadine Surgical Scrub 1 gallon	NA	gallon	45.09	45.09	575.00010.3
Surgery	Breathing Bag 0.5L	NA	ea	16.79	33.58	080.00006.2
Surgery	Breathing Bag 1L	NA	ea	15.86	31.72	080.00063.2
Surgery	Breathing Bag 2L	NA	ea	16.39	32.78	080.00064.2
Surgery	Breathing Bag 3L	NA	ea	16.66	33.32	080.00065.2
Surgery	Breathing Circuit F without bag, 40"	NA	ea	19.89	39.78	080.70000.2
Surgery	Carbo O2 Lime 5 gallon pail	NA	5gallon	87	87	350.11152.2
Surgery	Carmalt Forceps, straight, 8"	NA	ea	22.37	134.22	475.00042.2
Surgery	Carmalt Forceps, straight, 6.25"	NA	ea	14.86	178.32	475.00460.2
Surgery	Chlorhexidine solution 2% gallon	2%	gallon	9.72	19.44	193.08855.3
Surgery	Chlorhexidrine scrub 2% gallon	2%	gallon	22.7	136.2	193.08848.3
Surgery	Clipper Blade #40	NA	ea	20.93	251.16	525.00300.2
Surgery	Clipper Cooling Spray	NA	ea	5.39	10.78	525.00480.2
Surgery	Drapes, Surgery, 36"-38" Disposable 100 yd/bx	NA	100yd/bx	78.2	782	000.19060.2
Surgery	Endotracheal Tube 10.0mm cuffed	NA	ea	1.23	4.92	198.25100.2
Surgery	Endotracheal Tube 10.5mm cuffed	NA	ea	7.84	31.36	198.25105.2
Surgery	Endotracheal Tube 11.0mm cuffed	NA	ea	7.84	31.36	198.25110.2
Surgery	Endotracheal Tube 3.0mm cuffed	NA	ea	1.23	4.92	198.25030.2
Surgery	Endotracheal Tube 3.5mm cuffed	NA	ea	1.23	4.92	198.25035.2
Surgery	Endotracheal Tube 4.0mm cuffed	NA	ea	1.23	4.92	198.25040.2
Surgery	Endotracheal Tube 4.5mm cuffed	NA	ea	1.23	4.92	198.25045.2
Surgery	Endotracheal Tube 5.0mm cuffed	NA	ea	1.23	4.92	198.25050.2
Surgery	Endotracheal Tube 5.5mm cuffed	NA	ea	1.23	4.92	198.25055.2
Surgery	Endotracheal Tube 6.0mm cuffed	NA	ea	1.23	4.92	198.25060.2
Surgery	Endotracheal Tube 6.5mm cuffed	NA	ea	1.23	4.92	198.25065.2
Surgery	Endotracheal Tube 7.0mm cuffed	NA	ea	1.23	4.92	198.25070.2
Surgery	Endotracheal Tube 7.5mm cuffed	NA	ea	1.23	4.92	198.25075.2
Surgery	Endotracheal Tube 8.0mm cuffed	NA	ea	1.23	4.92	198.25080.2
Surgery	Endotracheal Tube 8.5mm cuffed	NA	ea	1.23	4.92	198.25085.2
Surgery	Endotracheal Tube 9.0mm cuffed	NA	ea	1.23	4.92	198.25090.2
Surgery	Endotracheal Tube 9.5mm cuffed	NA	ea	1.23	4.92	198.25095.2
Surgery	Face Mask w/ ear loops	NA	50/bx	7.76	15.52	000.01000.3
Surgery	Forceps, Adson Brown	NA	ea	23.88	143.28	350.03572.2
Surgery	Forceps, Mosquito curved 5inch	NA	ea	12.61	75.66	552.62800.4

Surgery	Forceps, Tissue 1X2 teeth	NA	ea	11.37	68.22	350.03574.2
Surgery	Gauze sponge 3X3, non-sterile	NA	200/pk	1.29	322.5	000.30154.2
Surgery	Instrument Milk gallon	NA	gallon	30.68	61.36	350.08000.2
Surgery	IV catheter 18 GA	NA	ea	0.64	3.84	506.00203.2
Surgery	IV catheter 20 GA	NA	ea	0.64	3.84	506.00205.2
Surgery	IV catheter 22 GA	NA	ea	0.64	3.84	506.00209.2
Surgery	IV catheter 24 GA	NA	ea	0.64	7.68	506.00211.2
Surgery	IV Drip Lines Solution Set, vented/inj port/LL	NA	ea	2.48	29.76	193.02828.2
Surgery	IV Injection site/port, LuerLock 100/box	NA	100/bx	0.5	50	541.47320.2
Surgery	Kelly Forceps, straight 5"	NA	ea	10.57	126.84	552.65000.4
Surgery	Laparotomy sponges 12X12	NA	100/bx	1.45	29	001.18300.2
Surgery	Mayo scissors 5.5" curved	NA	ea	14.78	177.36	350.03208.2
Surgery	Needle Driver Gold Handle Olsen Heger 6.5"	NA	ea	25.11	150.66	552.67550.4
Surgery	Needle, Suture,3/8 Cut, Size 10, 12/pk	NA	12/pk	8.41	50.46	350.89017.2
Surgery	Needle, Suture,3/8 Cut, Size 12, 12/pk	NA	12/pk	8.41	50.46	350.89019.2
Surgery	Needle, Suture,3/8 Cut, Size 14, 12/pk	NA	12/pk	8.41	50.46	350.89021.2
Surgery	Needle, Suture,3/8 Cut, Size 14, 12/pk	NA	12/pk	8.41	50.46	350.89021.2
Surgery	Needles 18GA 1.0” (100box)	NA	100/bx	3.08	24.64	506.00151.2
Surgery	Needles 20GA 1.0" (100box)	NA	100bx	3.08	6.16	506.00155.2
Surgery	Needles 22GA 1.0" (100box)	NA	100bx	3.08	6.16	506.00161.2
Surgery	Needles 22GA 1.5" (100box)	NA	100bx	3.08	6.16	506.00162.2
Surgery	Needles 25GA 1.0" (100box)	NA	100bx	3.08	12.32	506.00166.2
Surgery	PolyDox Suture 0 3/8 reverse cutting 12/pk	NA	12/pk	56.25	337.5	193.61624.2
Surgery	PolyDox Suture 2-0 3/8 reverse cutting 12/pk	NA	12/pk	56.25	337.5	193.61631.2
Surgery	PolyDox Suture 3-0 3/8 reverse cutting 12/pk	NA	12/pk	56.25	337.5	193.61632.2
Surgery	Pouches, Self Sealing 3.5"X9" 200/pk	NA	200/pk	6.62	13.24	001.38721.2
Surgery	Pouches, Self Sealing 5.25"X10" 200/pk	NA	200/pk	10.06	40.24	001.38722.2
Surgery	Prophy Paste cups 100ct	NA	100ct	14.88	14.88	473.54995.2
Surgery	Scavenger Tubing 19mm X 10ft	NA	ea	14.32	14.32	350.05654.2
Surgery	Skin Stapler, Regular, Disposable	NA	ea	12.57	50.28	000.60000.2
Surgery	Spay Hook	NA	ea	11.25	135	350.04080.2
Surgery	Staple Remover	NA	ea	8.86	53.16	350.50310.2
Surgery	Strips, OK Steam Sterilization Indicator Strips 250/bx	NA	250/bx	12.36	12.36	573.00210.4
Surgery	Surgery Blade #10 100/bx	NA	100/bx	11.37	11.37	350.11234.2

Surgery	Surgery Blade #15 100/bx	NA	100/bx	11.37	341.1	350.11237.2
Surgery	Surgery Gloves Size 6.0	NA	50/bx	26.99	53.98	001.14230.2
Surgery	Surgery Gloves Size 6.5	NA	50/bx	26.99	647.76	001.14231.2
Surgery	Surgery Gloves Size 7.0	NA	50/bx	26.99	323.88	001.14232.2
Surgery	Surgery Gloves Size 7.5	NA	50/bx	26.99	53.98	001.14233.2
Surgery	Surgical Cap, Bouffant Type 100/bx	NA	100/bx	8.96	8.96	000.02021.3
Surgery	Surgical Glue 2ml btl	NA	2ml	10.51	630.6	193.49000.3
Surgery	Surgical Glue 3ml btl	NA	3ml	17.25	517.5	000.00369.4
Surgery	Surgical Pack Wraps cloth 18X18	NA	ea	7.5	180	350.07600.2
Surgery	Suture 0 36" 1/2c taper point violet mono, absorb 12pk	NA	12/pk	52.44	209.76	193.50413.2
Surgery	Suture 2-0 36" 1/2c taper point violet mono, absorb 12/pk	NA	12/pk	52.44	209.76	193.50389.2
Surgery	Suture 3-0 36" 1/2c taper point violet mono, absorb 12/pk	NA	12/pk	52.44	209.76	193.50417.2
Surgery	Suture Cassette 0 absorb, monofilament, 25m	NA	ea	72.16	1731.84	193.84863.2
Surgery	Suture Cassette 2-0 absorb, monofilament, 25m	NA	ea	60.97	1463.28	193.84862.2
Surgery	Suture Cassette 3-0 absorb, monofilament, 25m	NA	ea	53.18	1276.32	193.84861.2
Surgery	Suture PDS 0 3/8 circle taper needle	NA	36ct	344.7	1034.1	295.74300.2
Surgery	Suture PDS 2-0 3/8 circle taper needle	NA	36ct	347.85	1043.55	295.73300.2
Surgery	Suture PDS 3-0 3/8 circle taper needle	NA	36ct	396.93	1190.79	295.72200.2
Surgery	Syringe U-100 .3ml 29X.5 , 100/bx	NA	100/bx	10.75	43	000.80010.2
Surgery	Tape Porous 0.5" (Zonas or equiv) 10yd	NA	24/bx	11.89	47.56	366.18000.4
Surgery	Tape Porous 1.0" (Zonas or equiv) 10yd	NA	12/bx	10.98	87.84	366.18100.4
Surgery	Tatoo Ink Green Paste 1oz	NA	ea	5.52	33.12	335.90110.2
Treatment	Blood Filter HemoNate with LL hub	NA	ea	6.59	19.77	350.11094.2
Treatment	Bottle, Boston Rounds 16oz	NA	12/pk	25.79	25.79	130.15032.2
Treatment	Bottle, plastic w Yorker, tapered tip 16oz	NA	12/pk	11.77	11.77	000.00515.2
Treatment	Bottle, plastic w Yorker, tapered tip 4oz	NA	12/pk	9.09	9.09	350.81573.2
Treatment	Cast Padding, cotton and rayon blend, 2”	NA	box	13.75	55	125.62000.2
Treatment	Cast Padding, cotton and rayon blend, 4”	NA	box	13.49	53.96	125.62040.2
Treatment	Cast Padding, cotton and rayon blend, 6”	NA	box	9.2	73.6	125.62060.2
Treatment	Cat carriers, disposable cardboard 12/bx	NA	12/bx	47.73	1718.28	193.61500.2
Treatment	Catheter Urinary 5FR X 22"	NA	ea	20.17	40.34	685.02092.2
Treatment	Catheter Urinary 8FR X 22"	NA	ea	8.14	16.28	685.02109.2
Treatment	Connector T-Connector, LL 1/pk	NA	1/pk	1.58	1.58	000.41015.2

Treatment	Dog Leashes (braided polyethylene)	NA	12/pk	9.68	1161.6	261.00900.2
Treatment	Ecollar 10cm	NA	ea	1.14	11.4	000.02026.2
Treatment	Ecollar 15cm	NA	ea	1.56	15.6	000.02028.2
Treatment	Ecollar 20cm	NA	ea	2.41	14.46	000.02029.2
Treatment	Ecollar 25cm	NA	ea	3.06	18.36	000.02030.2
Treatment	Ecollar 30cm	NA	ea	3.86	23.16	000.02031.2
Treatment	Ecollar 40cm	NA	ea	5.57	33.42	000.02032.2
Treatment	Ecollar 7.5cm	NA	ea	1.03	2.06	000.02025.2
Treatment	Exam Gloves-latex w/o powder LARGE	NA	100/bx	11.98	2396	000.30042.2
Treatment	Exam Gloves-latex w/o powder MEDIUM	NA	100/bx	11.98	2875.2	000.30044.2
Treatment	Exam Gloves-latex w/o powder SMALL	NA	100/bx	11.98	1198	000.30046.2
Treatment	Exam Gloves-Nitrile w/o powder LARGE	NA	100/bx	33.75	675	000.30072.2
Treatment	Exam Gloves-Nitrile w/o powder MEDIUM	NA	100/bx	33.75	810	000.30074.2
Treatment	Exam Gloves-Nitrile w/o powder SMALL	NA	100/bx	33.75	337.5	000.30076.2
Treatment	Feeding tube and urethral catheter 10FR X 16"	NA	ea	1.1	6.6	366.72400.4
Treatment	Feeding tube and urethral catheter 12FR X 16"	NA	ea	1.1	6.6	366.72500.4
Treatment	Feeding tube and urethral catheter 14FR X 16"	NA	ea	1.1	6.6	366.72600.4
Treatment	Feeding Tube and Urethral Catheter 3.5Fr X 16"	NA	ea	1.1	6.6	366.72000.4
Treatment	Feeding Tube and Urethral Catheter 5Fr X 16"	NA	ea	1.08	6.48	366.72100.4
Treatment	Feeding Tube and Urethral Catheter 8FR X 22"	NA	ea	1.1	6.6	366.72300.4
Treatment	Gauze Elastic Wrap 2” 5yd/roll	NA	5yd/roll	1	6	000.07000.2
Treatment	Gauze Elastic Wrap 3” 5yd/roll	NA	5yd/roll	1.23	4.92	000.07056.2
Treatment	Gauze Elastic Wrap 4” 5yd/roll	NA	5yd/roll	1.44	2.88	000.07014.2
Treatment	Gowns, disposable, isolation 50/case	NA	50cs	77.19	1543.8	001.14305.2
Treatment	Hydrogen Peroxide gallon	NA	gallon	3.7	14.8	193.30352.3
Treatment	KennelSol 5 gallon	NA	5gallon	159.02	1272.16	193.69001.3
Treatment	Lubricating Jelly 5oz	NA	5oz	2.44	4.88	193.55050.3
Treatment	Nebulizer Cups	NA	5ct			NA
Treatment	Pet Nurser 2oz	NA	12/pk	8.73	34.92	105.00230.4
Treatment	Pet Nurser 4oz	NA	6/pk	8.25	16.5	105.00235.4
Treatment	Pill Crusher	NA	ea	2.16	2.16	350.50000.2
Treatment	Pill Cutter	NA	ea	3.86	3.86	350.50010.2
Treatment	Pill Popper JorVet 12/bx	NA	12/bx	17.74	35.48	350.10123.2
Treatment	Rescue Concentrate 5 gallon	NA	5gallon	159.02	2862.36	193.69001.3

Treatment	Rescue Concentrate 55 gallon drum	NA	55gallon	1474.34	8846.04	193.69003.3
Treatment	RESCUE wipes 160ct tub	NA	160ct	12.83	51.32	193.69008.3
Treatment	Sharps Container, 12-18 gallon with hinged or rotor lid	NA	ea	23.37	46.74	366.71391.4
Treatment	Sharps Container, 2-3 gallon with hinged or rotor lid	NA	ea	4.32	51.84	366.71085.4
Treatment	Shoe Covers anti skid 50/bx	NA	50/bx	13.64	327.36	350.50119.2
Treatment	Splint, Spoon, Padded, 12"	NA	ea	5.76	11.52	198.60205.2
Treatment	Splint, Spoon, Padded, 16"	NA	ea	6.65	13.3	198.60206.2
Treatment	Splint, Spoon, Padded, 8"	NA	ea	5.19	10.38	198.60203.2
Treatment	Stretch Gauze, Conforming 2" 12pk	NA	12/pk	1.14	4.56	001.14117.2
Treatment	Stretch Gauze, Conforming 4" 12pk	NA	12/pk	1.74	6.96	001.14260.2
Treatment	Syringe Caps, Luer Slip 100/bx	NA	100/bx	5.94	5.94	366.78500.4
Treatment	Syringe, 10cc no needle LL 100/bx	NA	100/bx	8.75	157.5	506.00136.2
Treatment	Syringe, 1cc w/needle LL 25X5/8 100/bx	NA	100/bx	8.36	1421.2	506.00182.2
Treatment	Syringe, 1cc w/o needle, LL	NA	100/bx	7.05	423	506.00180.2
Treatment	syringe, 30cc, LL 25/bx	NA	25/bx	15.97	31.94	193.75826.2
Treatment	Syringe, 3cc no needle LS, 100/bx	NA	100/bx	4.85	29.1	506.00114.2
Treatment	Syringe, 3cc w/needle LL 22X1, 100/bx	NA	100/bx	5.44	1088	506.00106.2
Treatment	Syringe, 5cc no needle LL, 100/bx	NA	100/bx	7.33	14.66	506.00121.2
Treatment	syringe, 60cc, LL 25/bx	NA	25/bx	17.73	70.92	193.75880.2
Treatment	Syringe, 6cc, no needle LS, 100/bx	NA	100/bx	8.15	16.3	335.90022.2
Treatment	Tape, Elastikon 2 inch 2.5 yd	NA	12/bx	8.93	17.86	001.06063.2
Treatment	Telfa equiv Pads 3X4 100/pk	NA	100/pk	6.16	36.96	001.14119.2
Treatment	Tongue Depressors 500/bx	NA	500/bx	4.03	72.54	001.41000.2
Treatment	Trifectant Disinfect Powder VTQ-9100 10lbs	NA	10lb	108.59	868.72	266.80000.3
Alleriges	Cetirizine Tab (Zyrtec equiv) 10mg 100ct	10mg/ml	100ct	2.57	10.28	191.32500.3
Alleriges	Chlorpheniramine Tab 4mg 1000ct	4mg	1000ct	6.92	6.92	191.32820.3
Alleriges	Diphenhydramine 25mg cap	25mg	100ct	1.94	7.76	191.41100.3
Alleriges	Diphenhydramine 50mg cap	50mg	100ct	2.18	2.18	191.41120.3
Alleriges	Diphenhydramine Syrup 16oz	12.5mg/5ml	16oz	3.23	12.92	191.41300.3
Alleriges	Oclacitinib (Apoquel equiv) 16mg 100ct	16mg	100ct			NA
Antibiotics/Antivirals	Amoxicillin Clavulanate Tab 62.5mg	62.5mg	100ct	64.01	256.04	193.02350.3
Antibiotics/Antivirals	Amoxicillin Clavulanate Tabs 125 mg	125mg	100ct	118.61	237.22	193.02352.3

Antibiotics/Antivirals	Amoxicillin Clavulanate Tabs 250mg	250mg	100ct	195.34	390.68	193.02354.3
Antibiotics/Antivirals	Amoxicillin Clavulanate Tabs 375mg	375mg	100ct	279.11	1116.44	193.02356.3
Antibiotics/Antivirals	Amoxicillin Susp 50mg/ml 30ml	50mg/ml	30ml	8.79	720.78	724.08420.3
Antibiotics/Antivirals	Ampicillin INJ PolyFlex 25mg	25mg	250ml	42.68	85.36	090.62020.3
Antibiotics/Antivirals	Amxicillin Clavulanate drops 62.5mg	62.5mg	15ml	213	213	193.09500.3
Antibiotics/Antivirals	Azithromycin 250mg tablets	250mg%	30 ct	4.12	16.48	191.19205.3
Antibiotics/Antivirals	Azithromycin Susp Generic	200mg/5ml	15ml	4.53	27.18	191.19000.3
Antibiotics/Antivirals	Baytril 100 100mg/ml 100ml	100mg/ml	100ml	45.08	90.16	515.10000.3
Antibiotics/Antivirals	Cefovecin (Convenia equiv)	80mg/ml	10ml	339.75	2038.5	885.10380.3
Antibiotics/Antivirals	Cefpodoxime Proxetil (Simplicef equiv) 100mg	100mg	100ct	38.9	77.8	577.31100.3
Antibiotics/Antivirals	Cefpodoxime Proxetil (Simplicef equiv) 200mg	200mg	100ct	75.95	151.9	577.31105.3
Antibiotics/Antivirals	Cephalexin, 500caps, 250mg	250mg	500caps	19.32	77.28	191.32020.3
Antibiotics/Antivirals	Cephalexin, 500caps, 500mg	500mg	500caps	32.58	260.64	191.32060.3
Antibiotics/Antivirals	Ciprofloxacin 250 mg 100 btl	250mg	100ct	5.63	22.52	191.34400.3
Antibiotics/Antivirals	Clindamycin oral PVL 25mg/ml	25mg/ml	20ml	2.67	21.36	193.09702.3
Antibiotics/Antivirals	Clindamycin Tablets 25mg 400 btl	25mg	400ct	113.39	453.56	724.27005.3
Antibiotics/Antivirals	Clindamycin, Caps 150mg 100btl	150mg	100ct	5.46	10.92	191.35520.3
Antibiotics/Antivirals	Clindamycin, Caps 300mg 100btl	300mg	100ct	14.21	28.42	191.35540.3
Antibiotics/Antivirals	Clindamycin, Caps 75mg 100btl	75mg	100ct	22.91	45.82	191.35510.3
Antibiotics/Antivirals	Dexamethasone 2mg/ml	2mg/ml	100ml	4.95	9.9	193.13214.3
Antibiotics/Antivirals	Doxycycline Suspension 50mg/ml 480ml	50mg/ml	480ml			NA
Antibiotics/Antivirals	Doxycycline, tabs, 100mg 500 btl	100mg	500ct	29.83	894.9	191.42390.3
Antibiotics/Antivirals	Doxycyline tablets 400mg 500ct	400mg	500ct			NA
Antibiotics/Antivirals	Enrofloxacin 136mg (enroquin equiv)	136mg	200ct	401.85	803.7	193.30050.3
Antibiotics/Antivirals	Famciclovir 250mg 30ct	250mg	30ct	8.67	433.5	191.43750.3
Antibiotics/Antivirals	Famciclovir 300mg/ml	300mg/ml	100ml			NA
Antibiotics/Antivirals	Fluconazole 100mg (30 tabs)	100mg	30ct	2.87	11.48	191.44220.3
Antibiotics/Antivirals	Fluconazole 150mg (30 tabs)	150mg	30ct	4.83	4.83	191.44240.3
Antibiotics/Antivirals	Fluconazole 200mg (30 tabs)	200mg	30ct	5.02	20.08	191.44250.3
Antibiotics/Antivirals	Fluconazole 50mg (30 tabs)	50mg	30ct	2.37	9.48	191.44210.3
Antibiotics/Antivirals	Gentamycin 100mg/ml 100ml	100mg/ml	100ml	20.57	41.14	193.23720.3
Antibiotics/Antivirals	Itraconazole 10mg/ml 50ml	10mg/ml	50ml	32.64	587.52	405.43100.3
Antibiotics/Antivirals	Metronidazole T 250mg (500ct)	250mg	500ct	17.93	71.72	191.52540.3
Antibiotics/Antivirals	Metronidazole T 500mg (500ct)	500mg	500ct	27.41	27.41	191.52580.3

Antibiotics/Antivirals	Metronidazole T 50mg (500ct)	50mg	500ct			NA
Antibiotics/Antivirals	Penicillin G Penject INJ 250ml	300000units	250ml	13.69	13.69	193.62653.3
Antibiotics/Antivirals	Terbinafine oral 100mg/ml 120ml	100mg/ml	120ml			NA
Antibiotics/Antivirals	Tylosin Tartrate Powder, 100g	NA	10gm	36.05	144.2	193.05360.3
Behavior	Clomipramine (Clomicalm equiv) 80mg 30btl	80mg	30ct	42.33	42.33	298.22204.3
Behavior	Clonidine Tab 0.2mg	0.2mg	100ct	14.44	14.44	191.35710.3
Behavior	Feliway, Diffuser Refill 48ml	NA	48ml	16.85	134.8	153.00617.3
Behavior	Fluoxetine oral sol, 10mg/ml 120ml	10mg/ml	120ml			NA
Behavior	Fluoxetine oral sol, 5mg/ml 120ml	5mg/ml	120ml			NA
Behavior	Fluoxetine, 20mg Capsules 100 ct	20mg	100ct	3.21	38.52	191.44910.3
Behavior	Fluoxetine, 40mg Capsules 100ct	40mg	100ct	4.48	35.84	191.44920.3
Behavior	Trazodone tab 100mg 500ct	100mg	500ct	20.71	248.52	191.63725.3
Behavior	Trazodone tab 50mg 100ct	50mg	100ct	3.21	38.52	191.63700.3
Miscellaneous	Albuterol 2.5mg/ml 20ml	2.5mg/ml	20ml			NA
Miscellaneous	Aluminum Hyrdroxide Gel Suspension 320mg/5ml 473ml	320mg/5ml	473ml	5.91	11.82	191.09100.3
Miscellaneous	Compounding Syrup Cherry 16 oz	NA	16oz	12.73	12.73	562.90035.3
Miscellaneous	Cough Tabs Guaifenesin 1000ct	100mg	1000ct	79.9	79.9	153.00180.3
Miscellaneous	Cyclosporine (Atopica equiv) for cats 17ml	100mg/ml	17ml	73.45	1322.1	298.00610.3
Miscellaneous	Cyproheptodine 4mg	4mg	100ct	4.61	18.44	191.37200.3
Miscellaneous	Desoxycorticosterone Pivalate INJ (Percorten equiv) 25mg/ml 4ml	25mg/ml	4ml	133.38	800.28	193.98770.3
Miscellaneous	Enalapril 2.5 mg 100ct	2.5mg	100ct	2.77	2.77	191.42700.3
Miscellaneous	Enalapril 20 mg 100ct	20mg	100ct	3.92	3.92	191.42760.3
Miscellaneous	Famotodine INJ 10mg/ml 20ml	10mg/ml	20ml	8.92	17.84	191.43860.3
Miscellaneous	famotodine 20mg 100ct	20mg	100ct	3.18	6.36	191.43810.3
Miscellaneous	Fatal Plus 360mg/ml 250ml	360mg/ml	250ml	82.99	331.96	749.20000.3
Miscellaneous	FortiFlora for cats 30 sachets	NA	30/bx	20.89	250.68	578.01576.5
Miscellaneous	Furosemide 40mg	40mg	1000ct	25	25	191.45430.3
Miscellaneous	Heparin 1000units/ml	1000units/m	30ml	3.44	6.88	191.46700.3
Miscellaneous	Insulin Lantus Glargine 100units/ml 10ml	100units/ml	10ml	372.16	1116.48	191.49250.3
Miscellaneous	Kaolin Pectin Susp 1 gallon	NA	gallon	7.33	7.33	193.39800.3
Miscellaneous	Lactulose oral solution 10g/15ml 8oz	NA	8oz	4.42	8.84	191.49150.3
Miscellaneous	Levothyroxine 0.1mg 100ct	0.1mg	100ct	4.44	4.44	193.77701.3

Miscellaneous	Lixotinic Supplement 500ml	NA	500ml	117.1	117.1	555.12000.3
Miscellaneous	Lysine Powder 600gm	NA	600gm	80.27	481.62	733.91100.3
Miscellaneous	Maropitant Citrate (Cerenia equiv) 160mg tab	160mg	4ct			
Miscellaneous	Maropitant Citrate (Cerenia equiv) 16mg tab	16mg	4ct			
Miscellaneous	Maropitant Citrate (Cerenia equiv) 24mg tab	24mg	4ct			
Miscellaneous	Maropitant Citrate (Cerenia equiv) 60mg tab	60mg	4ct			
Miscellaneous	Maropitant Citrate (Cerenia equiv) INJ 20ml	10mg/ml	20ml			
Miscellaneous	Methimazole 10.0mg tab 500ct	10mg	500ct	5.4	10.8	191.51520.3
Miscellaneous	Methimazole 2.5mg tab (felimazole equiv) 100ct	2.5mg	100ct	9.33	18.66	193.19800.3
Miscellaneous	Methimazole 5.0mg tab 500ct	5mg	500ct	2.91	11.64	191.51500.3
Miscellaneous	Metoclopramide oral 5mg/5ml 16oz	5mg/5ml	16oz	12.6	12.6	191.52100.3
Miscellaneous	Mirtazapine Transdermal Ointment (Mirataz equiv) 15g	15g	30ct			NA
Miscellaneous	Mirtazapine Transdermal Ointment (Mirataz equiv)7.5 5g	7.5g	30ct	18.9	37.8	809.50000.3
Miscellaneous	NutriCal 4.25 oz	NA	4.25oz	7.73	61.84	266.62000.3
Miscellaneous	Omeprazole capsules, 10mg, 30ct	10mg	30ct	1.02	4.08	191.54800.3
Miscellaneous	Pimobendan	1.25mg	100ct			
Miscellaneous	Pimobendan	2.50mg	100ct			
Miscellaneous	Pimobendan	5.0mg	100ct			
Miscellaneous	Prazosin 1mg capsule 100ct	1mg	100ct	12.15	12.15	191.57100.3
Miscellaneous	Pro-Pectalin tablets 250ct	NA	250ct	47.06	47.06	733.68020.3
Miscellaneous	Proviable DC 80count capsules	NA	80ct	29.99	59.98	193.62704.3
Miscellaneous	Spironolactone 25mg 100ct	25mg	100ct	2.48	2.48	191.60800.3
Miscellaneous	Sucralfate 1g tabs 500ct	1g	500ct	97.22	97.22	191.61020.3
Miscellaneous	Theophylline Oral 80mg/15 ml 473ml	80mg/15ml	473ml			NA
Miscellaneous	Vitamin B12 INJ 100ml (not B complex)	NA	100ml	4.65	4.65	193.86260.3
Ocular/Topicals	Artificial Tears opthalmic ointment 3.5gm	NA	3.5gm	6.7	40.2	193.02857.3
Ocular/Topicals	BNP Ointment w/o dexamethasone	NA	3.5gm	7.08	254.88	191.64210.3
Ocular/Topicals	BNT Otic packing gel	NA	tube	13.55	325.2	405.65000.3
Ocular/Topicals	Ciprofloxacin opth solution .3% 5ml	0.30%	5ml	9.39	450.72	191.34220.3
Ocular/Topicals	Cyclosporine opth ointment (Optimune equiv) 3.5gm 6/pk	0.20%	6/pk	193.8	1162.8	349.60300.3
Ocular/Topicals	Duoxo Mousse 200ml	NA	200ml			Discontinued
Ocular/Topicals	Entederm ointment 30ml	NA	30ml	11.1	44.4	193.02810.3
Ocular/Topicals	Epiklean Ear Cleanser 12oz	NA	12oz	8.79	52.74	247.20311.3

Ocular/Topicals	Erythromycin Opth Ointment 0.50% 3.5gm	0.50%	3.5gm	4.55	81.9	191.43100.3
Ocular/Topicals	Flurbiprofen Sodium Opthalmic 0.3% 2.5ml	0.30%	2.5ml	22.05	44.1	191.45050.3
Ocular/Topicals	Idoxuridine 0.5% 15ml	0.50%	15ml			NA
Ocular/Topicals	Kwik stop 42gm	42gm	42gm	8.99	323.64	153.00877.3
Ocular/Topicals	Miconahex + Triz Shampoo 16oz	NA	16oz	18.47	73.88	193.49496.3
Ocular/Topicals	NeoPolyBac Ointment	NA	3.5gm	7.08	28.32	191.64210.3
Ocular/Topicals	Ofloxacin Opth Soln 0.3%	0.30%	0.30%	5.86	23.44	191.54700.3
Ocular/Topicals	Otomax 215g	NA	215gm	190.14	380.28	349.61080.3
Ocular/Topicals	Prednisolone Acetate Opth 1% 5ml	1%	5ml	84.05	336.2	191.57260.3
Ocular/Topicals	Shampoo, Miconazole (Sebazole equiv) gallon	NA	gallon	145.13	290.26	737.40120.3
Ocular/Topicals	silver sulfadiazine cream 1% 400grams	1%	400gm	16.2	64.8	191.59920.3
Ocular/Topicals	Sulfur Lime Dip 16oz	NA	16oz	12.61	100.88	247.23100.2
Ocular/Topicals	Sulfur Lime Dip gallon	NA	gallon	88.98	355.92	247.23010.3
Ocular/Topicals	Terramycin generic Opth Ointment tube	NA	ea	14.85	89.1	555.00250.3
Ocular/Topicals	Tobramycin 0.3% 5ml Opth solution	0.30%	5ml	3.35	40.2	191.05040.3
Ocular/Topicals	Tresaderm Otic 7.5 X 12/pk	NA	7.5ml			
Ocular/Topicals	Trizchlor 4 shampoo 16oz	NA	16oz	15.36	92.16	247.70052.3
Pain/Inflamation	Carprofen or Rimadyl 100mg	100mg	180ct	65.25	652.5	193.07710.3
Pain/Inflamation	Carprofen or Rimadyl 25mg	25mg	180ct	44.74	536.88	193.07706.3
Pain/Inflamation	Carprofen or Rimadyl 75mg	75mg	180ct	51.62	206.48	193.07708.3
Pain/Inflamation	Gabapentin 100mg (500ct)	100mg	500ct	8.64	69.12	191.45610.3
Pain/Inflamation	Gabapentin 300mg (500ct)	300mg	500ct	15.17	91.02	191.45630.3
Pain/Inflamation	Gabapentin Oral 50mg/ml 200ml	50mg/ml	200ml	82.19	493.14	302.00002.3
Pain/Inflamation	Gapiprant (Galliprant equiv) 100mg, 90 count	100mg	90ct	210.05	210.05	405.36010.3
Pain/Inflamation	Gapiprant (Galliprant equiv) 60mg, 30 count	60mg	30ct	46.58	186.32	405.36004.3
Pain/Inflamation	Meloxicam oral 100ml	1.5mg/ml	100ml	51.39	51.39	515.50020.3
Pain/Inflamation	Onsior 6mg feline 3pk of 10	6mg	30ct	70.91	567.28	298.56000.3
Pain/Inflamation	Prednisolone 5mg tabs 100ct	5mg	100ct	42.27	42.27	193.62510.3
Pain/Inflamation	Prednisolone oral susp 15mg/5ml 100ml	15mg/5ml	100ml	30.72	30.72	191.57230.3
Pain/Inflamation	Prednisone 10mg 500ct	10mg	500ct	27.54	55.08	191.57340.3
Pain/Inflamation	Prednisone 2.5mg 500ct	2.5mg	500ct	5.19	5.19	191.57305.3
Pain/Inflamation	Prednisone 20mg 500ct	20mg	500ct	29.99	59.98	191.57370.3
Pain/Inflamation	Prednisone 5mg 500ct	5mg	500ct	27.27	54.54	191.57320.3

Pain/Inflamation	Rimadyl, INJ, 50mg/ml 20ml	50mg	20ml	133.7	133.7	193.70200.3
Parasiticides	Advantage multi 20.1-55# 6/pk	NA	6/pk	941.64	1883.28	405.00024.3
Parasiticides	Advantage multi 55-88# 6/pk	NA	6/pk	941.64	1883.28	405.00026.3
Parasiticides	Advantage multi 88.1-110# 6/pk	NA	6/pk	470.82	941.64	405.00028.3
Parasiticides	Advantage multi 9.1-20# 6/pk	NA	6/pk	941.64	1883.28	405.00022.3
Parasiticides	Albon 5% 473ml	5%	473ml	82.3	493.8	885.10025.3
Parasiticides	Capstar –pink 11.4mg 60tab/bx (brand name only do not sub generic)	11.4mg	60tab/bx	190.96	763.84	298.30200.3
Parasiticides	Diroban equiv	50mg	5/bx	239.5	2395	885.10390.3
Parasiticides	Ivermectin inj 1% 500ml	1%	500ml	65.3	261.2	193.55376.3
Parasiticides	Panacur or equiv 100mg/ml 1000ml	100mg/ml	1000ml	127.34	509.36	349.65600.3
Parasiticides	Panacur or equiv Granules 222mg/ml 1lb	22mg/ml	1lb	363.79	1091.37	349.65100.3
Parasiticides	Ponazuril 90mg/ml 120ml	90mg/ml	120ml			NA
Parasiticides	Praziquantel INJ 56.8mg/ml 10ml	56.8mg/ml	10ml	85.17	681.36	193.62405.3
Parasiticides	Praziquantel tabs cats 30ct	NA	30ct			
Parasiticides	Praziquantel tabs lrg dogs 30ct	NA	30ct			
Parasiticides	Praziquantel tabs med dogs 30ct	NA	30ct			
Parasiticides	Praziquantel tabs small dogs 30ct	NA	30ct			
Parasiticides	Propylene Glycol USP 1 gallon	NA	gallon	21.94	21.94	193.62670.3
Parasiticides	Pyrantel Pamoate 32oz	NA	32oz	17.78	106.68	053.59000.3
Parasiticides	Revolution for Cats 15-22# 3/pk	NA	3/pk	103.35	310.05	053.70060.3
Parasiticides	Revolution for Cats 15-22# 6/pk	NA	6/pk	157.25	471.75	053.70070.3
Parasiticides	Revolution for Cats 5.1-15# 3/pk	NA	3/pk	103.35	310.05	053.70055.3
Parasiticides	Revolution for Cats 5.1-15# 6/pk	NA	6/pk	157.25	471.75	053.70065.3
Parasiticides	Simparica 11-22# 10/pk	NA	10/pk	600.5	1201	885.20240.3
Parasiticides	Simparica 22-44# 10/pk	NA	10/pk	650	3900	885.20245.3
Parasiticides	Simparica 44-88lb 10/pk	NA	10/pk	669	1338	885.20250.3
Parasiticides	Simparica 88-132lb 10/pk	NA	10/pk	678.5	1357	885.20255.3
Surgery	Acepromazine injectable 10mg/ml 50ml	10mg/ml	50ml	21.83	21.83	090.00500.3
Surgery	Atipamezole HCL (Antisedan equiv) 5mg/ml 10ml	5mg/ml	10ml	142	3550	562.80852.3
Surgery	Buprenorphine 0.3mg/ml	.3mg/ml	5/bx	84.88	1018.56	191.26890.3
Surgery	Butorphic/Butorphanol (Torbugesic Equiv) 10mg/ml 10ml	10mg/ml	10ml	82	2460	275.40300.3
Surgery	Dexmedetomidine .5mg/ml	.5mg/ml	10ml	141.88	7377.76	193.13291.3

Surgery	Diazepam INJ 5mg/ml	5mg/ml	10ml	231.25	925	191.40207.3
Surgery	Epinepherine 1mg/ml 1ml	1mg/ml	1ml	25	25	193.17556.3
Surgery	Isoflurane 250ml	NA	250ml	25.63	307.56	193.33168.3
Surgery	Ketamine 100 mg/ml 10 ml	100mg/ml	10ml	6.3	189	193.40610.3
Surgery	Lactated Ringer 500ml	NA	500ml	4.02	16.08	193.84515.3
Surgery	Lidocaine 1% INJ 20ml	1%	20ml	2.32	2.32	193.43111.3
Surgery	Lidocaine 2% oral susp 100 ml	2%	100ml	5.88	5.88	191.49630.3
Surgery	Manuka Honey Wound dressing gel	NA	15gm	5.45	21.8	350.81706.2
Surgery	Meloxicam injectable 5mg/ml 20ml	5mg/ml	20ml	150.46	2106.44	515.50005.3
Surgery	Midazolam INJ 5mg/ml 10ml	5mg/ml	10ml	10.88	21.76	191.52778.3
Surgery	morphine Sulfate 10mg/ml 1ml 25/pk	10mg/ml	25/pk			NA
Surgery	Saline Irrigation 0.9% Solution 500ml	0.90%	500ml	96.38	96.38	562.85521.3
Surgery	Sterile Water for INJ 250ml	NA	250ml	2.55	2.55	193.74601.3
Surgery	Tiletamine Zolazepam (telazol equiv) 100mg/ml 5ml	100mg/ml	5ml	55.3	7742	193.77850.3
Vaccine	Vaccine, Vanguard Plus 5, ZOETIS 25ct	NA	25ct	200	24000	275.88040.1
Vaccine	Vaccine, Bronchishield III, 25ct ELANCO	NA	25ct	51.17	6140.4	090.14000.1
Vaccine	Vaccine, Nobivac Canine Flu H3N8/H3N2 Bivalent MERCK 25ct	NA	25ct	497.75	11946	349.56230.1
Vaccine	Vaccine, Vanguard Canine Flu H3N8/H3N2 Bivalent ZOETIS 25ct	NA	25ct	531.25	12750	275.80005.1
Vaccine	Vaccine, Canine Flu H3N8/H3N2 Bivalent ELANCO	NA	25ct			NA
Vaccine	Vaccine, DAPP, Duramune Max5, 25ct ELANCO	NA	25ct	49.85	5982	090.29020.1
Vaccine	Vaccine, Defensor 3, ZOETIS 50ct	NA	50ct	167.5	20100	275.06410.1
Vaccine	Vaccine, Felocell 3 RCP, ZOETIS 25ct	NA	25ct	162.5	19500	275.12300.1
Vaccine	Vaccine, FVRCP, Feloguard3, 25ct ELANCO	NA	25ct	39.56	4747.2	090.39000.1
Vaccine	Vaccine, Intra trac III, intranasal, MERCK 25ct	NA	25ct	171.25	20550	349.56420.1
Vaccine	Vaccine, Nobivac 3 Rabies, MERCK 25ct	NA	50ct	170	20400	349.56640.1
Vaccine	Vaccine, Nobivac Canine 1-DAPPV, MERCK 25ct	NA	25ct	173.75	20850	349.56030.1
Vaccine	Vaccine, Nobivac Feline 1 HCP, MERCK 25ct	NA	25ct	141.25	16950	349.56500.1
Vaccine	Vaccine, Rabvac3, 50ct ELANCO	NA	50ct	42.09	5050.8	090.62740.1
Vaccine	Vaccine, Vanguard B, Intranasal, ZOETIS 25ct	NA	25ct	173.75	20850	275.79990.1

Williamson County Regional Animal Shelter
1855 SE Inner Loop
Georgetown, Texas 78626
Telephone 512-943-3322

July 28, 2021

Mrs. Erica Smith-Purchasing:

In response to Solicitation T4302, the Purchasing Department received two bids desiring to provide Pharmaceuticals and Supplies for Williamson County. Of the two bids only one was responsive.

The Evaluation Committee, with Purchasing Department overview, reviewed the bids.

After reviewing the bids and considering the pricing, Midwest Veterinary Supply is the best overall selection for Pharmaceuticals and Supplies for Williamson County.

The Williamson County Regional Animal Shelter recommends that Midwest Veterinary Supply be awarded the Pharmaceutical and Supply contract for Williamson County. – Solicitation T4302.

Thank you,

Linda Gunter
Administrative Manager
Williamson County Regional Animal Shelter

Commissioners Court - Regular Session **19.**

Meeting Date: 08/10/2021

Authorize issuing RFP #21RFP3 Employee Assistance Program

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for the Employee Assistance Program under RFP #21RFP3.

Background

Williamson County is seeking proposals from experienced firms to provide a comprehensive Employee Assistance Program. Services specified include but are not limited to: Call Center Services 24/7/365 to provide unlimited Assessment and Referral Services to employees and dependents along with Critical Incident Debriefings, and Management Referrals. Life Coaching Services available to employees throughout the year to help bring balance to employees work-life balance. Life Coaching Services and/or counseling available for children adolescents and teens under the age of 18 with parental consent. Provide monthly and annual utilization reports to Williamson County and assist employer with increased participation in the overall services offered . The initial two (2) year contract period shall be 01.01.2022 through 12.31.2024 with two (2) optional 12-month renewal periods. Budgeted amount is $50,000.00 per year. Shelley Loughrey is the point of contact and the funding source is: 0885.0886.003600

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/05/2021 10:29 AM
County Judge Exec Asst.	Becky Pruitt	08/05/2021 10:47 AM
Form Started By: Johnny Grimaldo		Started On: 08/04/2021 01:22 PM
Final Approval Date: 08/05/2021		

Commissioners Court - Regular Session **20.**

Meeting Date: 08/10/2021

Expo Improvements P562-WA4 Kleinfelder, Inc.

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

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a report on the Williamson County Expo Center Various Improvements (P562) Work Authorization #4 with Kleinfelder, Inc., in the amount of $5,500 to expire on September 10, 2022. This project will be funded under P562.

Background

On May 5, 2020, the Williamson County Commissioners Court approved the Williamson County Contract for Engineering Services. This work authorization is for materials testing in the tarmac location.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kleinfelder WA4

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/04/2021 03:40 PM
County Judge Exec Asst.	Becky Pruitt	08/04/2021 03:54 PM
Form Started By: Wendy Danzoy		Started On: 08/04/2021 11:57 AM
Final Approval Date: 08/04/2021		

WORK AUTHORIZATION NO. 4

PROJECT: P562 (Parks Bond A) Expo Center Various Improvements
On-Call Materials Testing and Geotechnical Engineering Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 5, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Kleinfelder, 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 **$5,500.00.**

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 **September 10, 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.

EXECUTED this ____ day of _____, 20___.

ENGINEER: Kleinfelder, Inc.	COUNTY:
	Williamson County, Texas
By: Kelly Daniel	By:
Signature	Signature
Kelly Daniel	
Printed Name	Printed Name
Operations Manager	
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

Attachment A - Services to be Provided by County

Williamson County Facilities is constructing improvements at the Wilco Expo Center. The improvements will consist of new asphalt pavements for the proposed Tarmac Area (scope 2). The Earthwork associated with this scope shall be performed in accordance with the Geotechnical Soils Report. Also, included will be new 18″ curb & gutter and an 18″ ribbon curb perimeter.

The following information will be provided by Williamson County for the use develop of the scope of services:

- Review of the project drawings from Parkhill Smith and Cooper (Civil Drawings)
- Review of the Geotechnical Soils Report (Kleinfelder Project No. 20211543.004a

Attachment B - Services to be Provided by Engineer

GENERAL REQUIREMENTS

Coordination. Engineer 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. Engineer shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Scope of Work

Engineer will perform Special Inspection and Testing Services for the above-referenced project. Engineer will provide only the construction materials testing and Special Inspections in accordance with the project plans and specifications. The need for testing services will be identified and scheduled by the counties project manager or a designated representative.

Soils Observation and Testing

Engineer will staff the project with a soils inspector to observe and test the soil during excavation, grading, and flexible base placement. Services will include in-situ density testing by nuclear method and proof rolling inspections prior to placement of flexible base course and asphalt paving. Backfill material and compaction effort will need to be observed for appropriate compaction, moisture content, and debris. Compaction testing will be performed to verify that in-place soil density and moisture content of prepared subgrade & engineered fills are within the project specifications. Engineer's personnel will sample materials for transportation to our laboratory to provide moisture density relationships (Proctors) as needed and described in our fee schedule.

If additional testing or engineering oversight is required, engineer can perform these services after receiving appropriate authorization from the owner's representative.

Hot-Mix Asphaltic Concrete (HMAC) Placement

Engineer will provide a technical professional to implement an appropriate field and laboratory testing program to report that the HMAC paving provided at the project site is in conformance with project specifications. Engineer's services may include: Rolling pattern observation and nuclear density testing during placement for compaction control and three HMAC core samples for field density core testing. Asphalt field and laboratory testing will be completed in accordance with the units shown on Exhibit D of the proposal submitted by Engineer dated July 15, 2021, Fee Schedule.

Engineer will provide project with a project manager to serve as coordinator of services. Engineer's project manager will review the field and laboratory reports during the assessment and construction phases. Items found in non-compliance with the project requirements will be brought to the immediate attention of the construction manager for delivery to the general contractor's construction superintendent, designated design professionals, and your responsible

representative and noted in the deviations log. The project will be managed closely to identify potential budget and schedule impacts during the project. Engineer's project manager will also monitor field operations for possible out-of-scope items that develop during the course of the project that are not included in this proposal and cost estimate.

Services will not include: (1) supervision, direction, or acceptance of the contractor's work; (2) interpretation or modification of the project plans or specifications; (3) submittal of test results or reports to any regulatory agency (unless specifically requested in writing); or (4) job site safety.

Attachment C - Work Schedule

A/E agrees to complete the professional design services called for in **Attachment A** of this Work Authorization within **Three Hundred Ninety-Six Days (396) calendar days** from the
date of this Work Authorization.

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

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

Work Authorization Execution Date	**08/10/21**
Phase I - CONSTRUCTION MATERIALS AND TESTING	
Contractor Notice to Proceed	08/10/21
Construction Completion	08/10/22
Phase II - PROJECT CLOSE-OUT	
Record Documents deliverables	08/10/22
Agreement Termination Date	**09/10/22**

Attachment D - Fee Schedule

Engineer proposes to perform the Scope of Services for a **Not To Exceed fee of $5,500**. Invoices will be issued on a monthly basis and upon completion of the project. These amounts will not be exceeded without prior approval. The County and Engineer may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. The schedule summarized above may be significantly impacted by work limitations imposed by government mandates and general health concerns related to COVID-19. If the work is limited due to these concerns, our schedule will be extended. We will notify Williamson County immediately if this occurs

PROFESSIONAL STAFF RATES*

StaffProfessional	$	114/ hour
Project Professional or Professional Engineer	$	145/ hour
Project Manager	$	145/ hour
Senior Project Manager	$	166/ hour

TECHNICAL STAFF RATES

Technician	$	60/ hour
Senior Inspector	$	100/ hour
Construction Manager	$	145/ hour

ADMINISTRATIVE STAFF RATES

Administrator	$	67/ hour
Project Administrator	$	82/ hour



SOIL TESTS

SOIL DENSITY TESTS

Test	Standard Test Method†	Fee		
Standard Proctor, 4" Mold	D698, T99	$	240.00	each
Standard Proctor, 6" Mold	D698, T99	$	240.00	each
Modified Proctor, 4" Mold	D1557, T180	$	260.00	each
Modified Proctor, 6" Mold	D1557, T180	$	260.00	each
Proctor Check Point	T272	$	125.00	each
Proctor Oversize Correction	D4718	$	70.00	each
Treated Soil Proctor	D558	$	320.00	each
Minimum and Maximum Relative Density	D4254, D4253	$	400.00	each
Moisture/Density, TEX 113-E	TEX-113-E	$	275.00	each
Moisture/Density, TEX 114-E	TEX-114-E	$	275.00	each
Nuclear Density Test	D6938, TEX-115-E	$	28.00	each
Triaxial Test, TEX117E, Part I	TEX-117E	$	2,250.00	each
Triaxial Test, TEX117E, Part II	TEX-117E	$	1,950.00	each

SOIL CLASSIFICATION AND INDEX TESTS

Test	Standard Test Method†	Fee		
Visual Classification	D2488	$	20.00	each
Sieve Analysis, % Finer than 200 Sieve	D1140, TEX-111-E	$	85.00	each
Sieve Analysis, Fine	D422, D6913, T88, TEX-110-E	$	85.00	each
Sieve Analysis, Coarse	D422, D6913, T88, TEX-110-E	$	85.00	each
Hydrometer Analysis (***Requires a Sieve Analysis, not included)***	D422, D7928	$	175.00	each
Water Content	D2216, D4363, TEX-103-E	$	25.00	each
Atterberg Limits, Single Point	D4318, TEX-104, 105, 106-E	$	79.00	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	$	150.00	each
Soil Specific Gravity	D854, T100	$	110.00	each
Soil Organic Content	D2974-C	$	110.00	each
Soil pH	D4972, G51, TEX-128-E	$	60.00	each
Soil Resistivity	G187	$	160.00	each
Chloride Content		$	60.00	each
Sulfate Content	TEX-145-E	$	60.00	each



†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

PROFESSIONAL STAFF RATES*

StaffProfessional	$	114/ hour
Project Professional or Professional Engineer	$	145/ hour
Project Manager	$	145/ hour
Senior Project Manager	$	166/ hour

TECHNICAL STAFF RATES

Technician	$	60/ hour
Senior Inspector	$	100/ hour
Construction Manager	$	145/ hour

ADMINISTRATIVE STAFF RATES

Administrator	$	67/ hour
Project Administrator	$	82/ hour



SOIL TESTS (continued)

SOIL STRENGTH AND PERMEABILITY TESTS

Test	Standard Test Method†	Fee		
Pocket Penetration Value		$	30	each
Unconfined Compressive Strength	D2166, T208	$	140	each
Direct Shear, 1 Point	D3080, T236	$	150	each
Direct Shear, 3 Points	D3080, T236	$	390	each
Direct Shear, Residual Strength, Each Pt	D3080-Modified	$	250	each
Consolidation without Time Rate Plots	D2435-Modified	$	345	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	$	450	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	$	630	each
Collapse Potential	D5333	$	250	each
One Dimensional Swell – Wetting After Loading, Series	D4546-A	$	300	each
One Dimensional Swell – Wetting After Loading	D4546-B	$	175	each
One Dimensional Swell – Loading After Wetting	D4546-C	$	475	each
Expansion Index	D4829	$	195	each
Denver Swell Test		$	125	each
Permeability, Rigid Wall	D2434	$	450	each
Permeability, Flexible Wall	D5084-C	$	390	each
Triaxial Compression, CU, 1 Point	D4767, T297	$	500	each
Triaxial Compression, CU, 3 Points	D4767, T297	$	1,350	each
Triaxial Compression, UU, 1 Point	D2850, T296	$	210	each
Triaxial Compression, UU, 3 Points	D2850, T296	$	630	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	$	300	each
Triaxial Test, TEX117E, Part I	TEX-117-E	$	1,950	each
Triaxial Test, TEX117E, Part II	TEX-117-E	$	1,950	each

AGGREGATE TESTS

Test	Standard Test Method†	Fee		
Acid Solubility	TEX-612-J	$	175.00	each
Clay Lumps and Friable Particles, per size *(see note below)*	C142, T112	$	105.00	each
Coarse Specific Gravity & Absorption	C127, T85	$	80.00	each
Fine Specific Gravity & Absorption	C128, T84	$	105.00	each
Flat and Elongated Particles, per size *(see note below)*	D4791	$	80.00	each
Fractured Faces, per size *(see note below)*	D5821, T335	$	105.00	each
Los Angeles Abrasion, Large Aggregate	C535, TEX-410-A	$	350.00	each



†Common ASTM, AASHTO and DOT testmethods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

Los Angeles Abrasion, Small Aggregate	C131, T96, TEX-410-A	$	320.00	each
Mortar Sand Strength	C87, CTM515	$	580.00	each
Organic Impurities	C40, T21, TEX-408-A	$	65.00	each
Sand Equivalent, 1 point	D2419, T176	$	75.00	each
Sand Equivalent, 3 points	D2419, T176	$	140.00	each
Sieve Analysis, % Finer than 200 Sieve	C117, T11	$	75.00	each
Sieve Analysis, Fine	C136, T27	$	85.00	each
Sieve Analysis, Coarse	C136, T27	$	85.00	each
Soundness of Aggregate, per size	C88, T104	$	330.00	each
Unit Weight	C29, T19	$	65.00	each
Water Content	D2216, C566, T255	$	25.00	each
Texas Wet Ball Mill	TEX-116-E	$	300.00	each
Decantation Wash	TEX-406-A	$	60.00	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	$	135.00	each

Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.

CONCRETE TESTS

Test	Standard Test Method†	Fee		
Concrete Compression	C39	$	25.00	each
Concrete Core Compression	C42	$	70.00	each
Concrete Cylinder Unit Weight	C567	$	105.00	each
Concrete Flexural Strength	C78	$	105.00	each
Shotcrete Compression	C1140	$	80.00	each
CLSM Compression	D4832	$	45.00	each

MASONRY TESTS

Test	Standard Test Method†	Fee		
Masonry Grout Compression	C1019	$	25.00	each
Masonry Mortar Compression	C942	$	25.00	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

ASPHALT TESTS

Test	Standard Test Method†	Fee		
Air Voids Determination *(calculation only)*	D3203	$	50.00	each
Gradation of Extracted Aggregate	D5444	$	120.00	each
AC Core Thickness	D3549	$	15.00	each
AC Content by Extraction	D2172	$	210.00	each
Hveem Stability	D1560	$	340.00	each
Hveem Stability without Compaction	D1560	$	175.00	each
AC Content by Ignition Oven	D6307, T308	$	150.00	each
AC Moisture Content	T329	$	55.00	each
AC Content by Nuclear Gauge	D4125	$	220.00	each
Marshall Stability and Flow *(does not include compaction)*	D6927	$	160.00	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	$	55.00	each

DESIGN AND DENSITY TESTS

Test	Standard Test Method†	Fee		
Maximum Theoretical Specific Gravity	D2041	$	150.00	each
Mix Design, Hveem Method		$	5,400.00	each
Mix Design, Marshall Method		$	3,000.00	each
Mix Design, Superpave Method		$	6,000.00	each

SAMPLE PREPARATION

SAMPLE PREPARATION

Test	Standard Test Method†	Fee		
Rock Sample Preparation	D4543	$	100	each
Sample Crushing		$	150	each
Sample Cutting and Trimming		$	35	each
Sample Mixing and Processing		$	105	each
Sample Preparation		$	55	each
Sample Preparation, per hour		$	105	each
Sample Remolding		$	80	each
Contamination Fee		$	250	each
Sample Disposal Fee		$	10	each

MISCELLANEOUS

Test	Standard Test Method†	Fee		
Hydraulic Ram Calibration		$	300.00	each
Vehicle Charge, per trip		$	50.00	each

** Other test methods quoted upon request

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

BASIS OF CHARGES

1. Listed herein are typical prices for services most frequently performed byEngineer Prices for other services provided by the firm or other services not listed will be given upon request, as well as special quotations for programs involving volume work.
2. A two-hour minimum charge will be made for all field services. Technical professional time for field services is billed portal-to-portal, in hourly increments following the minimum 2 hours.
3. Hours worked before 7 a.m. / after 5 p.m. Monday through Friday and time worked in excess of 8 hours per day will be charged at 1.5 times the hourly rate. Additionally, weekend (Saturday and Sunday) and holiday work will be charged at 1.5 times the hourly rate.
4. We are protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Public Liability Insurance for bodily injury and property damage, and will furnish certificates thereof upon request. We assume the risk of damage to our own supplies and equipment. If your contract or purchase order places greater responsibilities upon us or requires further insurance coverage, we, specifically directed by you, will take out additional insurance (if procurable) to protect us at your expense, but we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts of coverage of our insurance.
5. The attached schedule of fees will be valid for one calendar year.

Commissioners Court - Regular Session **21.**

Meeting Date: 08/10/2021

Williamson County Justice Center Renovations (P515) HCS Change Order No. 2

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

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Justice Center Renovation Project (P515) HCS, Inc. Change Order #02 in the amount of <$22,950.66> (deductive). This change order is being funded by P515 Project Contingency from within the original project budget.

Background

This change order is for miscellaneous architectural, plumbing, & electrical improvements within the project. There is a time extension of 49 days. On November 17, 2020, the Williamson County Commissioners Court granted Tom Stanfield, Williamson County Facilities Senior Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Justice Center Renovations (P515), pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HCS CO2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/05/2021 09:14 AM
Form Started By: Gina Wrehsnig		Started On: 08/05/2021 08:35 AM
Final Approval Date: 08/05/2021		

CHANGE ORDER
02

Distributed To:

☒ Owner ☐ Contractor
☐ Architect ☐ Subcontractor
☐ Field ☐ Other

PROJECT: Williamson County Justice Center Renovations
405 Martin Luther King Drive
Georgetown, Texas 78626

TO: Tom Stanfield-Williamson County
405 Martin Luther King Drive
Georgetown, Texas 78626

CHANGE ORDER NO: 002
DATE: August 4, 2021
PROJECT NO: T1499-2020
CONTRACT DATE: Oct 27, 2020
CONTRACT FOR: General Construction

The contract is changed as follows:

#	COST	DESCRIPTION
11	$2,745.90	Attic Room West Wall
13	$6,176.58	Add Lighting in 1st Floor Middle Restroom
14	$19,960.32	Add Lift Station outside for Sanitary Tie in
15	-$127,170.56	Delete A/V in New Courtroom Finish out
16	$1,801.22	DA Conf. Room Patch and RePaint
17	$22,297.16	District Clerk Area Changes Per CO #6 from Williamson County
18	$33,335.00	Repaint Additional Offices in DA Area
19	$17,903.72	RePaint additional offices in DC Area

Deduct -$22,950.66 TOTAL

The original Contract Sum was	$	2,799,000.00
Net change by previously submitted Change Orders	$	21,163.32
The Contract Sum prior to this Change Order was	$	2,820,163.32
The Contract Sum will be decreased by this Change Order in the amount of	$	-22,950.66
The new Contract Sum including this Change Order will be	$	2,797,212.66
The Contract Time will be unchanged by		(+ 49) days.
The date of Substantial Completion as of the date of this Change Order		September 14, 2021

Accepted By:

Mike Ballerino , HCS Inc. Commercial GC	Thomas D Stanfield, Sr PM / ODR	Dale Butler ~~Trenton H. Jacobs, AIA~~
CONTRACTOR	OWNER - Williamson County Facilities	WILLIAMSON COUNTY ~~ARCHITECT~~
By:	By:	By:
August 4, 2021	8/5/21	8/5/21
Date	Date	Date

CAUTION: You should sign an Original Document, on which this text appears in RED. An Original Document assures that changes will not be obscured.

TORGO SOFTWARE www.TorgoSoftware.com Copyright 1996-2020 ALL RIGHTS RESERVED

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 11

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

1499-2929
Project No.

Wall in Attic Added
Interim Change Auth. No. (if any)

Williamson County Justice Renovation
Project Title

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount			Amount		Amount	
Wilicks Construction	$2,430.00	HCS Inc. 10% O&P		$243.00	HCS Inc. 3% B&I	$72.90	$2,745.90
		HCS Inc. 10% O&P		$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P		$0.00	HCS Inc. 3% B&I	$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. **$2,745.90**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** **0**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (~~typed or printed~~)

Contractor Signature

4/29/21
Date

ROUTING INFORMATION: See "ROUTING INFORMATION" at bottom of Part A of CHANGE ORDER REQUEST.

APPROVED
By Tom Stanfield at 1:00 pm, Jun 08, 2021

Wilicks Construction LLC April 26, 2021

Proposal #5073
Reference: Williamson County Justice Center CO#8

Wilicks Construction LLC is pleased to present a lump sum proposal for the following scope of work:

(Quote #1)
Add wall to west side of attic.

Material:

6 - sheets of 4x9 sheetrock	$180
3 - bundles of light gauge studs	$120
1 - bundle of track	$50

Total Material = $350

Labor:
1 apprentice carpenters $30/hr
1 journeyman carpenter $45/hr
1 Foreman $55/hr

Total labor 16 hours at $130 = $2080

Total = $ 2430.00

Customer agrees to pay the amount of any present, new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation or use of equipment which becomes effective after the date of this agreement. If customer claims any such taxes do not apply to Invoice covered by this agreement, customer shall provide Wilicks Construction LLC with a tax exemption certificate acceptable to the applicable taxing authorities. Prices are guaranteed for 90 days.

Signature_____ Print_____

Please call if you have any questions or require any additional information.
Sincerely,
Wilicks Construction LLC
Jackson Hicks
Owner

Wilicks Construction LLC
12400 W HWY 71 Ste. 350-239
Austin, TX 78738
Office 409-429-8616

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 13

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

1499-2929
Project No.

Per RFI 32 Restroom Lights not in original scope
Interim Change Auth. No. (if any)

Williamson County Justice Renovation
Project Title

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
M&C Electric	$5,466.00	HCS Inc. 10% O&P	$546.60	HCS Inc. 3% B&I	$163.98	$6,176.58
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. **$6,176.58**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** **0**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

5/26/21
Date

APPROVED
By Tom Stanfield at 10:55 am, Jul 06, 2021

M & C Electric Inc.

PO Box 231
Taylor, TX 76574
Office 512-906-0023
Fax 512-926-8022
TECL# 24004

WILCO Justice Center

5/25/21

General Contractor- HCS INC

Request For Information: 1st Floor Women's Restroom

Please provide a lighting plan layout with desired fixture types for the 1st floor women's restroom price request that was not included in the original contract documents.

M & C Electric Inc.

Wilco Justice RFI 32

PO Box 231
Taylor, TX 76574
Office 512-906-0023
Fax 512-926-8022
TECL# 24004
5/26/21

General Contractor- HCS

Provide 6 B2 and 2 B2E can lights for womens restroom.
Provide controls to match other restrooms

Five Thousand Four Hundred Sixty Six dollars ($5,466.00)

Material:	$3,320.30
Labor:	$2,145.86
Total:	$5,466.16
Total CO	$5,466.00

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 14

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

1499-2929
Project No.

Lift Station on Sanitary Line and credit
Interim Change Auth. No. (if any)

Williamson County Justice Renovation
Project Title

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount			Amount		Amount	
Lugos Plumbing	$12,270.00	HCS Inc. 10% O&P		$1,227.00	HCS Inc. 3% B&I	$368.10	$13,865.10
Lugos Plumbing Credit	$0.00	HCS Inc. 10% O&P		$0.00	HCS Inc. 3% B&I	$0.00	$0.00
M&C Electric	$5,394.00	HCS Inc. 10% O&P		$539.40	HCS Inc. 3% B&I	$161.82	$6,095.22
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. **$19,960.32**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** **0**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

6/4/21
Date

APPROVED
By Tom Stanfield at 11:00 am, Jul 06, 2021

CHANGE ORDER

LUGO'S PLUMBING
REMODELING AND NEW
CONSTRUCTION .

Job Name: **WCJC** **Date:** **6/3/21**
Re: Lift Station
Description:
Install lift station w/ man hole

Description	Qty.	Ea	Unit PRICE	Total	UNIT HRS	HRS
Lift station	1	EA	$7,620.00	$ 7,620.00	30	40.00
4' X 24" Concentric Cone w/34" Opening	1	EA	$ 775.00	$ 775.00	12	15.00
4' X 36" Manhole Riser	1	EA	$ 925.00	$ 925.00	12	14.00
Manhole cover	1	EA	$ 325.00	$ 325.00	2	6.00
Butyl Sealing Rope for Tuf-Tite	2	EA	$ 45.00	$ 90.00	1	2.00
Conduit schedule 40 pipe 1-1/2"	30	LF	$ 6.50	$ 195.00	0.5	15.00
PVC vent pipe & couplings	40	LF	$ 3.00	$ 120.00	0.25	10.00
Equipment	2	UN	$ 650.00	$ 1,100.00	10	20.00
Pee garvel	1	LS	$ 150.00	$ 150.00		
Materials haul of	5	YD	$ 60.00	$ 300.00		
		ea	$ -	$ -	0	-
		Material		$ 11,600.00	TOTAL HRS	122.00
		SALES TAX		$ -	X	$ 35.00
						$ 4,270.00

LABOR			**$ 4,270.00**
Burden			**$ -**
Material			**$ 11,600.00**
	sub total		**$ 15,870.00**
Credit	-	**$ 3,600.00**	**Credit for uninstalled SS**
	TOTAL		**$ 12,270.00**

M & C Electric Inc. Wilco Justice Lift Pump Station

PO Box 231
Taylor, TX 76574
Office 512-906-0023
Fax 512-926-8022
TECL# 24004
6/14/21

General Contractor- HCS

Provide power to lift pump station

Five Thousand Three Hundred Ninety Four dollars ($5,394.00)

Material:	$1,572.18
Labor:	$3,822.56
Total:	$5,394.74

Total CO: $5,394.00

Exclusions:
Final connects to pump

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 15

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

1499-2929
Project No.

AV New Courtroom AV Credit
Interim Change Auth. No. (if any)

Williamson County Justice Renovation
Project Title

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
IES Communications	-$127,170.56	HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	-$127,170.56
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. . . . . **-$127,170.56**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** **0**

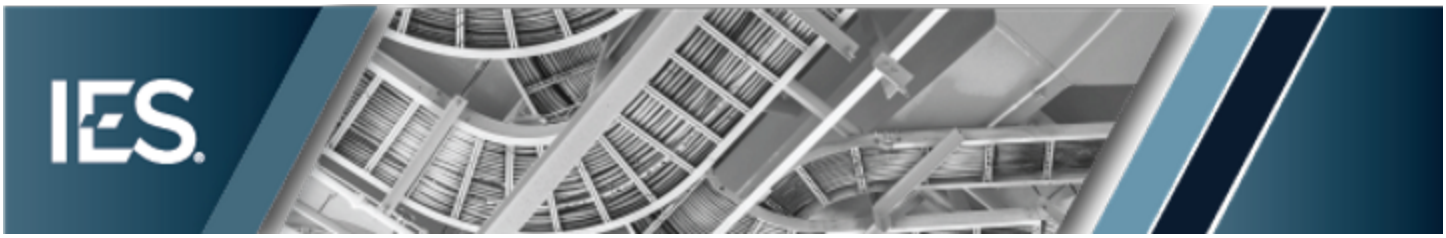
The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

6/7/21
Date

APPROVED
By Tom Stanfield at 11:01 am, Jul 06, 2021



Change Order Detail

WebID:	207741	**Company:**	HCS, Inc. Commercial General Contractor
Date:	4/20/2021	**Customer:**	N/A
CONumber:	207741.002	**Phone:**	480-379-6200
Site Code:		**Site Address:**	405 Martin Luther King Jr St Georgetown, TX

Scope of Work

Change Order to Remove Courtroom

As per request from Williamson County Justice Center, Remove all Materials and Labor from the New Courtroom.

Pricing:

Labor:	($18,045.70)
Material:	($109,124.86)
Other:	$0.00
Services:	$0.00
CO Total:	($127,170.56)
Tax:	$0.00
Total Sell:	($127,170.56)

Customer Authorized Signature

Date

Customer Print Name

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 16

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

1499-2929
Project No.

Conference 210 Patch and Paint "Per Tom S."
Interim Change Auth. No. (if any)

Williamson County Justice Renovation
Project Title

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
Southstone Development Group	$1,594.00	HCS Inc. 10% O&P	$159.40	HCS Inc. 3% B&I	$47.82	$1,801.22
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. **$1,801.22**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** **6**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

6/29/21
Date

APPROVED
By Tom Stanfield at 11:05 am, Jul 06, 2021

SOUTHSTONE DEVELOPMENT GROUP

PCCO #003

Southstone Development Group, LLC
1914 East 6th St Unit 6339
Austin, Texas 78762
Phone: (512) 745-6598

Project: 200935 - WC Justice Center Renovations
405 Martin Luther King Jr St
Georgetown, Texas 78626

Prime Contract Change Order #003: CE #003 - Conference 210 patch and painting

TO:	**HCS Inc. Commercial General Contractor** 365 Wayside Dr. Waco, Texas 76705	**FROM:**	**Southstone Development Group, LLC** 1914 East 6th St Unit 6339 Austin, Texas 78762
DATE CREATED:	6/29/2021	**CREATED BY:**	Alexander Canalini **(Southstone Development Group, LLC)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	1:WC Justice Center Renovations Prime Contract	**TOTAL AMOUNT:**	$1,594.00

DESCRIPTION:
CE #003 - Conference 210 patch and painting
Tape float and paint at the wall where the TV was removed. The entire wall will need to be painted
Tape float and paint at both sides where a gap exists between the top of the frame and drywall on both sides.

Exclude any drywall or corner beads.
We include paint only where the patch has been performed, we exclude the entire of both walls (opposite sides)

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
003	CE #003 - Conference 210 patch and painting		$1,594.00
		Total:	$1,594.00

CHANGE ORDER LINE ITEMS:

PCO # 003: CE #003 - Conference 210 patch and painting

#	Budget Code	Description	Amount
1	Division 9-9001.C Painting / Pintura.Commitment	PCO#3	$1,594.00
		Grand Total:	**$1,594.00**

The original (Contract Sum)	$65,634.00
Net change by previously authorized Change Orders	$4,259.50
The contract sum prior to this Change Order was	$69,893.50
The contract sum would be changed by this Change Order in the amount of	$1,594.00
The new contract sum including this Change Order will be	$71,487.50
The contract time will not be changed by this Change Order.	

HCS Inc. Commercial General Contractor
365 Wayside Dr.
Waco, Texas 76705

Southstone Development Group, LLC
1914 East 6th St Unit 6339
Austin, Texas 78762

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 17

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

1499-2929
Project No.

CO #6 from Wilco-Tom/Trent
Interim Change Auth. No. (if any)

Williamson County Justice Renovation
Project Title

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
M&C Electric	$8,625.00	HCS Inc. 10% O&P	$862.50	HCS Inc. 3% B&I	$258.75	$9,746.25
P10 Floorscapes	$1,133.00	HCS Inc. 10% O&P	$113.30	HCS Inc. 3% B&I	$33.99	$1,280.29
Southstone Development GRP	$9,974.00	HCS Inc. 10% O&P	$997.40	HCS Inc. 3% B&I	$299.22	$11,270.62
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. **$22,297.16**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** **14**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

7/2/21
Date

APPROVED
By Tom Stanfield at 11:17 am, Jul 06, 2021

Change Order #6

Date June 30, 2021

Contractor: P10 Floorscapes
11701 Bee Cave Rd. Suite 208
Austin, TX 78738

Client: HCS Inc.
500 Shell Stone Trail
Georgetown, TX 78628

Project: WILCO
405 Martin Luther King Dr.
Georgetown, TX 78626

Description: This proposal includes all materials and labor to complete the following scope of work unless otherwise specified:

WILCO
Change Order #6

Services to include:

ADD:	Vinyl plank and transition at Coffee Bar & corridor	$ 1,859.00
DEDUCT:	Carpet	$ (726.00)

TOTAL $ 1,133.00

Respectfully Submitted By,

Nick Provopulos M: 512.801.7710

We look forward to doing business with you.
Please notify P10 Floorscapes in writing if we are to proceed with this work.

Sign X _____ Date_____
HCS Inc.
Authorized Signature

M & C Electric Inc.

Wilco Justice Center COR-06

PO Box 231
Taylor, TX 76574
Office 512-906-0023
Fax 512-926-8022
TECL# 24004
7/02/21

General Contractor- HCS

Provide material and labor for changes to electrical scope per COR-06

Eight Thousand Six Hundred Twenty Five dollars and zero cents ($8,625.00)

Material:	$1,343.71
Labor:	$7,281.30
Total:	$8,625.01

Total CO: $8,625.00

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints

SOUTHSTONE
DEVELOPMENT GROUP

PCO #006

Southstone Development Group, LLC
1914 East 6th St Unit 6339
Austin, Texas 78762
Phone: (512) 745-6598

Project: 200935 - WC Justice Center Renovations
405 Martin Luther King Jr St
Georgetown, Texas 78626

Prime Contract Potential Change Order #006: CE #006 - Extra for DC

TO:	HCS Inc. Commercial General Contractor 365 Wayside Dr. Waco, Texas 76705	**FROM:**	Southstone Development Group, LLC 1914 East 6th St Unit 6339 Austin, Texas 78762
PCO NUMBER/REVISION:	006 / 0	**CONTRACT:**	1 - WC Justice Center Renovations Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Alexander Canalini **(Southstone Development Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	7/5/2021
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	#006 - CE #006 - Extra for DC
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$15,844.00

POTENTIAL CHANGE ORDER TITLE: CE #006 - Extra for DC

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #006 - Extra for DC
Fix walls as needed to paint: District Clerk

Corridor walls in purple only: $8,035.00
Office walls in green only: $7,809.00

Clarifications: Exclude door frames, doors, and windows

ATTACHMENTS:

#	Budget Code	Description	Amount
1	Division 9-9001.C Painting / Pintura.Commitment	PCO#6	$15,844.00
		Grand Total:	**$15,844.00**

HCS Inc. Commercial General Contractor
365 Wayside Dr.
Waco, Texas 76705

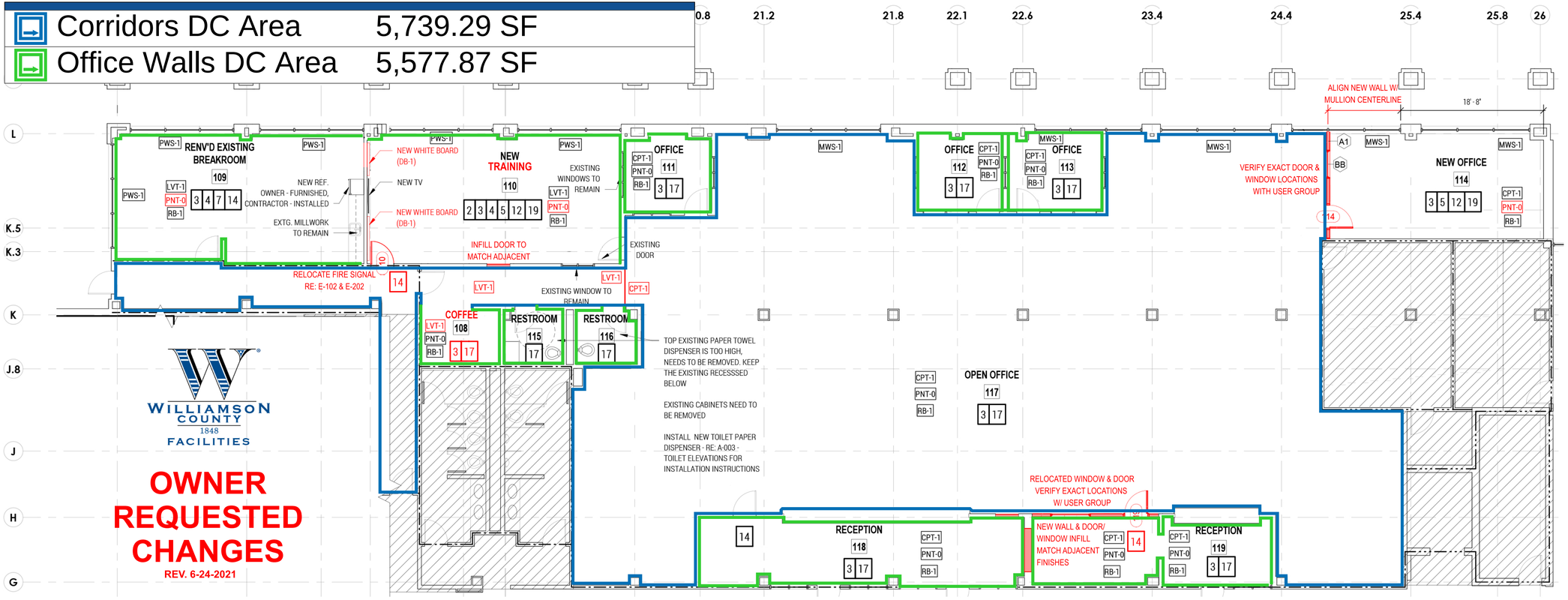
Southstone Development Group, LLC
1914 East 6th St Unit 6339
Austin, Texas 78762

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

Corridors DC Area	5,739.29 SF
Office Walls DC Area	5,577.87 SF



WILLIAMSON COUNTY 1848 FACILITIES

OWNER REQUESTED CHANGES

REV. 6-24-2021

REFERENCE		
A-116	A-601	A-703

1 LEVEL 1 - DISTRICT CLERK NEW CONSTRUCTION

PLAN NORTH / TRUE NORTH

DOOR SCHEDULE

DOOR NO.	TYPE	Description	UNIT SIZE	FRAME TYPE	FINISH	Hardware	COMMENTS
DISTRICT CLERK							
110	1	SOLID CORE WOOD DOOR	3' - 0" X 7' - 0"	HM	PRE-FINISHED DOOR - COLOR TBD	103F	1-HOUR RATED
114		EXISTING DOOR		EXIST		EXIST	RE-USE EXISTING DOOR
119		EXISTING DOOR		EXIST		EXIST	RE-USE EXISTING DOOR

LEGEND

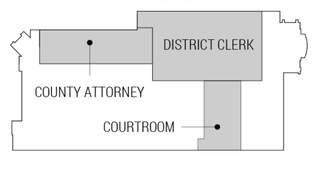
- WALL OR ITEM TO BE DEMOLISHED
- EXISTING WALL
- NEW WALL
- EXISTING NOT IN SCOPE
- 1 HOUR FIREWALL
- 2 HOUR FIREWALL
- X — PARTITION TYPES - REF. A-501

NEW CONSTRUCTION KEYED NOTES

1	PROVIDE NEW WALLS AND DOORS/HARDWARE (TO MATCH EXISTING) AS SHOWN; REFER TO A-501 FOR TYPICAL PARTITION TYPES
2	PROVIDE NEW CEILING TILE AND GRID
3	PROVIDE NEW FLOORING; REFER TO FINISH SCHEDULE
4	PROVIDE NEW LIGHT FIXTURES; REFER TO MEP DRAWINGS
5	PROVIDE NEW ELECTRICAL AND DATA OUTLETS; REFER TO MEP DRAWINGS
6	PAINT ALL NEW WALLS TO MATCH EXISTING, ADJACENT WALLS; PATCH AND REPAIR/ REPAINT EXISTING WALLS AS NECESSARY IF AFFECTED BY CONSTRUCTION
7	PROVIDE NEW DOORS; REFER TO DOOR SCHEDULE
12	REPAIR AND PATCH FLOOR AS NECESSARY TO MATCH ADJACENT FLOOR
14	PROVIDE CARD READERS AT DOORS TO MATCH EXISTING
17	PROVIDE NEW LED FIXTURES IN EXISTING LOCATIONS; REFER TO MEP
19	REPAINT ALL WALLS THROUGHOUT AND PROVIDE NEW RUBBER BASE THROUGHOUT

MARK	FINISH MATERIALS TYPE	LOCATION	MANUFACTURER	COLLECTION/ STYLE	STYLE #/ SIZE	COLOR /FINSH	COLOR #	NOTE
	FLOOR SURFACES							
CPT-1	CARPET TILE	JURY CALL/JUDGE QTR/OFFICES/HALLS/COURTROOMS	CITY CENTRAL LINE	EARTHY	5T175	EARTHY	72761	
LVT-1	LUXURY VINYL PLANK	BREAKROOM/NEW CONFERENCE	PATCRAFT	WOOD PLANX		AGED MAPLE	#00540	
	PAINT AND WALL FINISHES							
PNT-0	EXISTING TO REMAIN	REPAINT/ TOUCH UP AS NEEDED						
	FURNISHINGS							
PWS-1	POWERED WINDOW SHADE	BREAKROOM/CONFERENCE AREA	DRAPER	MOTORIZED FLEX SHADE I/O AC				
MWS-1	MANUAL WINDOW SHADE	OFFICES/GENRAL AREA	DRAPER	CLUTCH OPERATED FLEX SHADE NEXD				
DB-1	MAGNETIC GLASS DRY ERASE BOARD	DISTRICT CLERK		QUARTET	WHITE			

LEVEL 1 KEY PLAN



CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 18

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

1499-2929
Project No.

Paint/Do the DA area
Interim Change Auth. No. (if any)

Williamson County Justice Renovation
Project Title

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
Southstone Devel Group	$29,500.00	HCS Inc. 10% O&P	$2,950.00	HCS Inc. 3% B&I	$885.00	$33,335.00
]		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**..... **$33,335.00**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME**..... **8**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

8/4/21
Contractor Signature

7/6/21
Date

SOUTHSTONE
DEVELOPMENT GROUP

PCCO #005

Southstone Development Group, LLC
1914 East 6th St Unit 6339
Austin, Texas 78762
Phone: (512) 745-6598

Project: 200935 - WC Justice Center Renovations
405 Martin Luther King Jr St
Georgetown, Texas 78626

Prime Contract Change Order #005: CE #005 - Extra for DA

TO:	**HCS Inc. Commercial General Contractor** 365 Wayside Dr. Waco, Texas 76705	**FROM:**	**Southstone Development Group, LLC** 1914 East 6th St Unit 6339 Austin, Texas 78762
DATE CREATED:	7/05/2021	**CREATED BY:**	Alexander Canalini **(Southstone Development Group, LLC)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	1:WC Justice Center Renovations Prime Contract	**TOTAL AMOUNT:**	$29,500.00

DESCRIPTION:
CE #005 - Extra for DA
Fix walls as needed to paint: District Attorney
Corridor walls in purple only
Office walls in green only

Clarifications:
Exclude door frames, doors, and windows

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
005	CE #005 - Extra for DA		$29,500.00
		Total:	$29,500.00

CHANGE ORDER LINE ITEMS:

PCO # 005: CE #005 - Extra for DA

#	Budget Code	Description	Amount
1	Division 9-9001.C Painting / Pintura.Commitment	PCO#5	$29,500.00
		Grand Total:	**$29,500.00**

The original (Contract Sum)	$65,634.00
Net change by previously authorized Change Orders	$20,103.50
The contract sum prior to this Change Order was	$85,737.50
The contract sum would be changed by this Change Order in the amount of	$29,500.00
The new contract sum including this Change Order will be	$115,237.50
The contract time will not be changed by this Change Order.	

HCS Inc. Commercial General Contractor
365 Wayside Dr.
Waco, Texas 76705

Southstone Development Group, LLC
1914 East 6th St Unit 6339
Austin, Texas 78762

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 19

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

1499-2929
Project No.

Paint/Do the DC area
Interim Change Auth. No. (if any)

Williamson County Justice Renovation
Project Title

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount			Amount		Amount	
Southstone Devel Group	$15,844.00	HCS Inc. 10% O&P		$1,584.40	HCS Inc. 3% B&I	$475.32	$17,903.72
		HCS Inc. 10% O&P		$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P		$0.00	HCS Inc. 3% B&I	$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00
				$0.00		$0.00	$0.00

	Hours	Rate					
HCS Inc. Supervision	0	$65	$0.00				
HCS Inc. Proj. Mgmt.	0	$85	$0.00				
HCS Subtotal:			$0.00	15% Markup		$0.00	$0.00
				3% B&I		$0.00	

To include the following (at NO Additional Cost)
Painting of all interior walls & columns
Painting of Accent Walls, as indicated
Base Paint Color = SW7064 Passive
Accent Color = SW6234 Uncertain Gray
Expedited completion of Painting in this Area

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. **$17,903.72**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** **8**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

7/6/21
Date

APPROVED
By Tom Stanfield at 8:12 am, Jul 07, 2021

SOUTHSTONE
DEVELOPMENT GROUP

PCO #006

Southstone Development Group, LLC
1914 East 6th St Unit 6339
Austin, Texas 78762
Phone: (512) 745-6598

Project: 200935 - WC Justice Center Renovations
405 Martin Luther King Jr St
Georgetown, Texas 78626

Prime Contract Potential Change Order #006: CE #006 - Extra for DC

TO:	HCS Inc. Commercial General Contractor 365 Wayside Dr. Waco, Texas 76705	**FROM:**	Southstone Development Group, LLC 1914 East 6th St Unit 6339 Austin, Texas 78762
PCO NUMBER/REVISION:	006 / 0	**CONTRACT:**	1 - WC Justice Center Renovations Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Alexander Canalini **(Southstone Development Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	7/5/2021
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	#006 - CE #006 - Extra for DC
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$15,844.00

POTENTIAL CHANGE ORDER TITLE: CE #006 - Extra for DC

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #006 - Extra for DC
Fix walls as needed to paint: District Clerk

Corridor walls in purple only: $8,035.00
Office walls in green only: $7,809.00

Clarifications: Exclude door frames, doors, and windows

ATTACHMENTS:

#	Budget Code	Description	Amount
1	Division 9-9001.C Painting / Pintura.Commitment	PCO#6	$15,844.00
		Grand Total:	**$15,844.00**

HCS Inc. Commercial General Contractor
365 Wayside Dr.
Waco, Texas 76705

Southstone Development Group, LLC
1914 East 6th St Unit 6339
Austin, Texas 78762

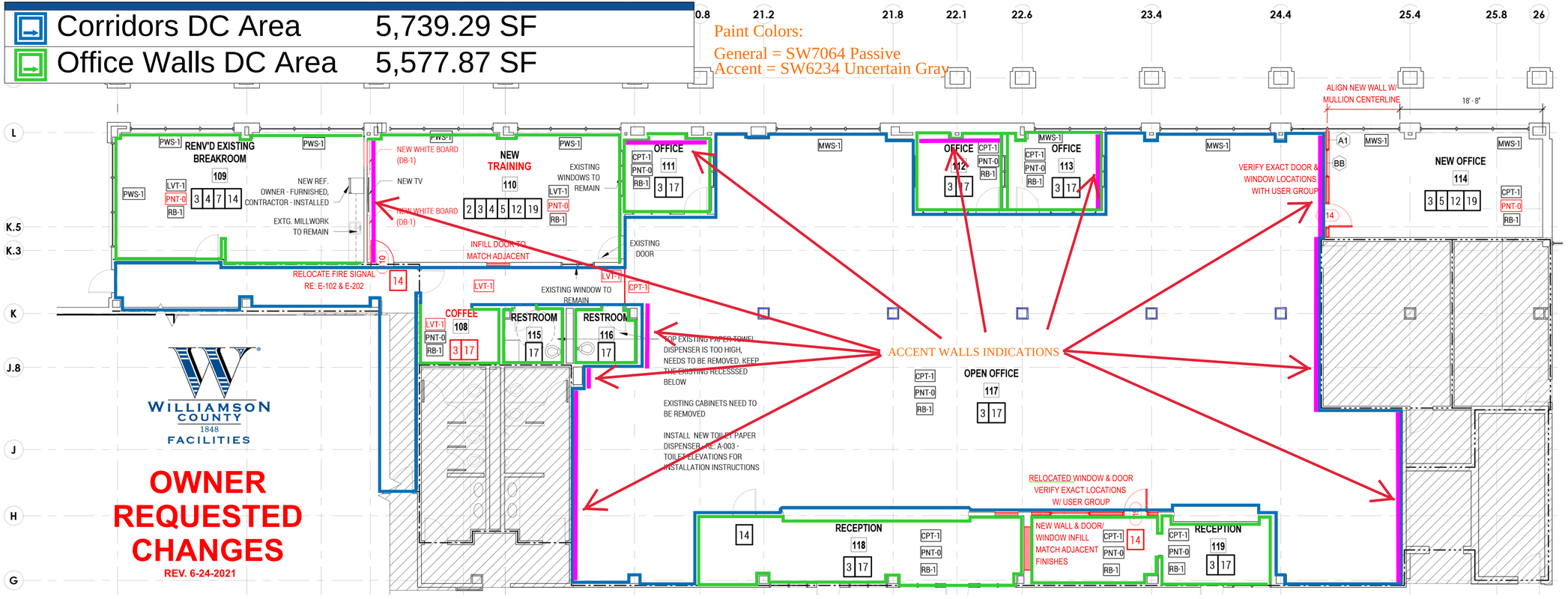
SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

Corridors DC Area	5,739.29 SF
Office Walls DC Area	5,577.87 SF

Paint Colors:
General = SW7064 Passive
Accent = SW6234 Uncertain Gray



OWNER REQUESTED CHANGES
REV. 6-24-2021

REFERENCE		
A-116	A-601	A-703

1 LEVEL 1 - DISTRICT CLERK NEW CONSTRUCTION

PLAN NORTH / TRUE NORTH

DOOR SCHEDULE

DOOR NO.	TYPE	Description	UNIT SIZE	FRAME TYPE	FINISH	Hardware	COMMENTS
DISTRICT CLERK							
110	1	SOLID CORE WOOD DOOR	3' - 0" X 7' - 0"	HM	PRE-FINISHED DOOR - COLOR TBD	103F	1-HOUR RATED
114		EXISTING DOOR		EXIST		EXIST	RE-USE EXISTING DOOR
119		EXISTING DOOR		EXIST		EXIST	RE-USE EXISTING DOOR

LEGEND

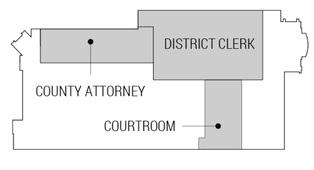
- WALL OR ITEM TO BE DEMOLISHED
- EXISTING WALL
- NEW WALL
- EXISTING NOT IN SCOPE
- 1 HOUR FIREWALL
- 2 HOUR FIREWALL
- X — PARTITION TYPES - REF. A-501

NEW CONSTRUCTION KEYED NOTES

1. PROVIDE NEW WALLS AND DOORS/HARDWARE (TO MATCH EXISTING) AS SHOWN; REFER TO A-501 FOR TYPICAL PARTITION TYPES
2. PROVIDE NEW CEILING TILE AND GRID
3. PROVIDE NEW FLOORING; REFER TO FINISH SCHEDULE
4. PROVIDE NEW LIGHT FIXTURES; REFER TO MEP DRAWINGS
5. PROVIDE NEW ELECTRICAL AND DATA OUTLETS; REFER TO MEP DRAWINGS
6. PAINT ALL NEW WALLS TO MATCH EXISTING, ADJACENT WALLS; PATCH AND REPAIR/ REPAINT EXISTING WALLS AS NECESSARY IF AFFECTED BY CONSTRUCTION
7. PROVIDE NEW DOORS; REFER TO DOOR SCHEDULE
12. REPAIR AND PATCH FLOOR AS NECESSARY TO MATCH ADJACENT FLOOR
14. PROVIDE CARD READERS AT DOORS TO MATCH EXISTING
17. PROVIDE NEW LED FIXTURES IN EXISTING LOCATIONS; REFER TO MEP
19. REPAINT ALL WALLS THROUGHOUT AND PROVIDE NEW RUBBER BASE THROUGHOUT

MARK	FINISH MATERIALS TYPE	LOCATION	MANUFACTURER	COLLECTION/ STYLE	STYLE #/ SIZE	COLOR /FINSH	COLOR #	NOTE
	FLOOR SURFACES							
CPT-1	CARPET TILE	JURY CALL/JUDGE QTR/OFFICES/HALLS/COURTROOMS	CITY CENTRAL LINE	EARTHY	5T175	EARTHY	72761	
LVT-1	LUXURY VINYL PLANK	BREAKROOM/NEW CONFERENCE	PATCRAFT	WOOD PLANX		AGED MAPLE	#00540	
	PAINT AND WALL FINISHES							
PNT-0	EXISTING TO REMAIN	REPAINT/ TOUCH UP AS NEEDED						
	FURNISHINGS							
PWS-1	POWERED WINDOW SHADE	BREAKROOM/CONFERENCE AREA	DRAPER	MOTORIZED FLEX SHADE I/O AC				
MWS-1	MANUAL WINDOW SHADE	OFFICES/GENRAL AREA	DRAPER	CLUTCH OPERATED FLEX SHADE NEXD				
DB-1	MAGNETIC GLASS DRY ERASE BOARD	DISTRICT CLERK		QUARTET	WHITE			

LEVEL 1 KEY PLAN



Commissioners Court - Regular Session **22.**

Meeting Date: 08/10/2021

Williamson County Justice Center Renovations (P515) HCS Change Order No. 3

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

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the Williamson County Justice Center Renovation Project - HCS, Inc. Change Order #03 in the amount of $190,022.46 This change order is being funded by P515 Project contingency from within the original project budget.

Background

During the course of the ongoing Justice Center Remodel Project (P515), it was determine the existing 1st Floor Server room has reached maximum capacity and not able to accommodate the IT needs associated with this project. This change order is for relocation & expansion of IT Server Room Capacity on the 1st Floor & creation of a much needed IT Server Room in the North Basement. There is a time extension of 63 days. Funding source is P515.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HCS CO3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/05/2021 09:33 AM
Building Maintenance (Originator)	Gina Wrehsnig	08/05/2021 10:06 AM
County Judge Exec Asst.	Becky Pruitt	08/05/2021 10:28 AM
Form Started By: Gina Wrehsnig		Started On: 08/05/2021 08:47 AM
Final Approval Date: 08/05/2021		

CHANGE ORDER
03

Distributed To:

☒ Owner ☐ Contractor
☐ Architect ☐ Subcontractor
☐ Field ☐ Other

PROJECT: Williamson County Justice Center Renovations
405 Martin Luther King Drive
Georgetown, Texas 78626

TO: Tom Stanfield-Williamson County
405 Martin Luther King Drive
Georgetown, Texas 78626

CHANGE ORDER NO: 003
DATE: August 4, 2021
PROJECT NO: T1499-2020
CONTRACT DATE: Oct 27, 2020
CONTRACT FOR: General Construction

The contract is changed as follows:

#	COST	DESCRIPTION
20	$190,022.46	IDF Room Additions / Changes per Williamson County Reps

$190,022.46 TOTAL

The original Contract Sum was	$	2,799,000.00
Net change by previously submitted Change Orders	$	-1,787.34
The Contract Sum prior to this Change Order was	$	2,797,212.66
The Contract Sum will be increased by this Change Order in the amount of	$	190,022.46
The new Contract Sum including this Change Order will be	$	2,987,235.12
The Contract Time will be unchanged by		(+63) days.
The date of Substantial Completion as of the date of this Change Order		October 16, 2021

Accepted By:

Mike Ballerino , HCS Inc. Commercial GC	Thomas D Stanfield, Sr PM / ODR	Bill Gravel Jr.
CONTRACTOR	OWNER - Williamson County Facilities	WILLIAMSON COUNTY JUDGE
By:	By:	By:
August 4, 2021	8/5/21	
Date	Date	Date

CAUTION: You should sign an Original Document, on which this text appears in RED. An Original Document assures that changes will not be obscured.

TORGO SOFTWARE www.TorgoSoftware.com Copyright 1996-2020 ALL RIGHTS RESERVED

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 20

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

1499-2929
Project No.

New IDF Rooms and IES Running Cable
Interim Change Auth. No. (if any)

Williamson County Justice Renovation
Project Title

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
IES	$34,590.00	HCS Inc. 10% O&P	$3,459.00	HCS Inc. 3% B&I	$1,037.70	$39,086.70
IES	$82,273.67	HCS Inc. 10% O&P	$8,227.37	HCS Inc. 3% B&I	$2,468.21	$92,969.25
IES	$29,909.52	HCS Inc. 10% O&P	$2,990.95	HCS Inc. 3% B&I	$897.29	$33,797.76
Stanley	$17,424.28	HCS Inc. 10% O&P	$1,742.43	HCS Inc. 3% B&I	$522.73	$19,689.44
M&C Electric	$3,964.00	HCS Inc. 10% O&P	$396.40	HCS Inc. 3% B&I	$118.92	$4,479.32
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. **$190,022.46**

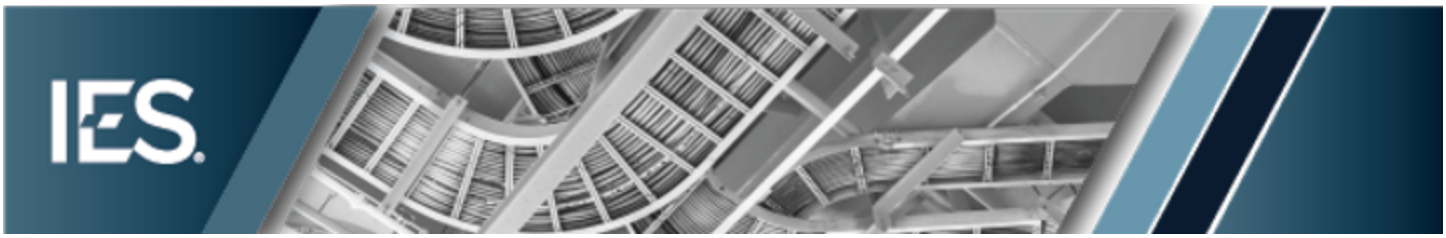
PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** **63**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

7/15/21
Date



Change Order Detail

WebID:	207744	**Company:**	HCS, Inc. Commercial General Contractor
Date:	7/13/2021	**Customer:**	N/A
CONumber:	207744.002	**Phone:**	480-379-6200
Site Code:		**Site Address:**	405 Martin Luther King Jr St Georgetown, TX

Scope of Work

New Basment IDF

Closet build out:

Provide and install:

(2) 2-post racks (Part number: R2P Panduit)
(3) vertical managers (Part number: PR2VD06)

IES will provide and install one hundred thirty (130) Category 6 & 6A cables to replace existing old cabling:

· (8) 1D CAM – CAT6A
· (33) 2D Wall -CAT6
· (1) 2D WAP – CAT6A
· (4) 6D Wall/power pole-CAT 6
· (4) 4D Wall/power pole-CAT 6
· (1) 8D Wall/power pole-CAT 6
· (2) new 2D Wall-CAT 6

An additional 10 cables have been added for contingency.

credit back for (4) 4 post rack

All Category 6 & 6A cabling will be terminated using Panduit modular jacks, and IDC type patch panels.
All Category 6 & 6A cabling will be labeled, terminated, and tested to industry standards.

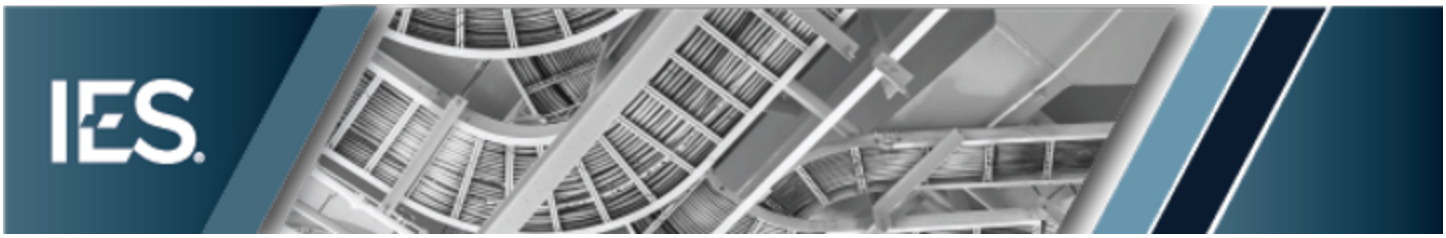
Pricing:

Labor:	$15,093.05
Material:	$14,816.47
Other:	$0.00
Services:	$0.00
CO Total:	$29,909.52
Tax:	$0.00
Total Sell:	$29,909.52

Customer Authorized Signature

Date

Customer Print Name



Change Order Detail

WebID:	207744	**Company:**	HCS, Inc. Commercial General Contractor
Date:	7/13/2021	**Customer:**	N/A
CONumber:	207744.003	**Phone:**	480-379-6200
Site Code:		**Site Address:**	405 Martin Luther King Jr St Georgetown, TX

Scope of Work

New 1st floor IDF

Closet build out:

Provide and install:

(2) 2-post racks (Part number: R2P Panduit)
(3) vertical managers (Part number: PR2VD06)

IES will provide and install two hundred and fifty three (253) Category 6 & 6A cables to replace existing old cabling:

· (19) 1D CAM – CAT6A
· (79) 2D Wall -CAT6
· (5) 2D WAP – CAT6A
· (4) 6D Wall/power pole-CAT 6
· (4) 4D Wall/power pole-CAT 6
· (2) 8D Wall/power pole-CAT 6

An additional 10 cables have been added for contingency.

Labor has been included for cut over and over time work as required.

All Category 6 & 6A cabling will be terminated using Panduit modular jacks, and IDC type patch panels.
All Category 6 & 6A cabling will be labeled, terminated, and tested to industry standards.

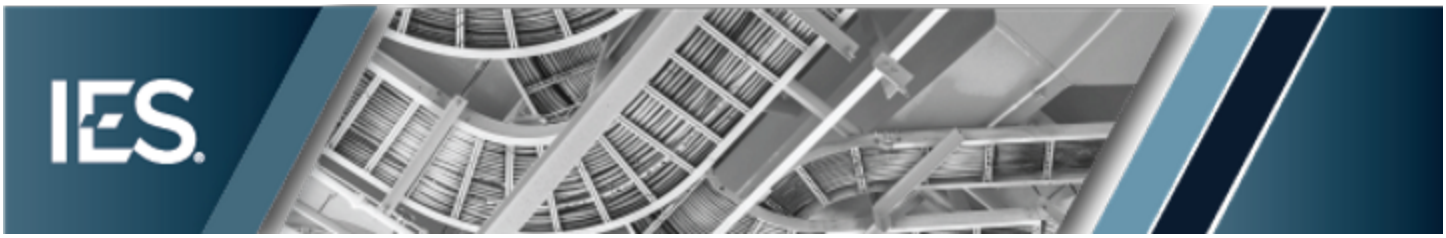
Pricing:

Labor:	$46,677.44
Material:	$35,596.23
Other:	$0.00
Services:	$0.00
CO Total:	$82,273.67
Tax:	$0.00
Total Sell:	$82,273.67

Customer Authorized Signature

Date

Customer Print Name



Change Order Detail

WebID:	207744	**Company:**	HCS, Inc. Commercial General Contractor
Date:	7/14/2021	**Customer:**	N/A
CONumber:	207744.004	**Phone:**	480-379-6200
Site Code:		**Site Address:**	405 Martin Luther King Jr St Georgetown, TX

Scope of Work

Cable demo

IES will demo cable in existing IDF to work area outlet.

Approximately 504 data cables in rack 2 and 400 cables on 110 blocks.

Recycling cable funds will be applied back as a credit upon completion.

Pricing:

Labor:	$34,580.00
Material:	$10.00
Other:	$0.00
Services:	$0.00
CO Total:	$34,590.00
Tax:	$0.00
Total Sell:	$34,590.00

Customer Authorized Signature

Date

Customer Print Name

STANLEY Security

Customized Solution Recommendation

WILLIAMSON COUNTY

July 22, 2021

Prepared For: Nathan Pearl

Prepared By: Jim Perry



July 22, 2021

WILLIAMSON COUNTY
405 MARTIN LUTHER KING ST
GEORGETOWN, TX 78626-4901

RE: Access System

Thank you for your time spent reviewing your security needs for your business. It has been a pleasure working with you to develop the solutions to meet your needs at your GEORGETOWN location. We understand there are choices when it comes to selecting a security provider and we trust we have demonstrated our ability and commitment to meet your business objectives.

With respect to your efforts regarding security for your facility, we've provided a comprehensive solution design that combines and provides the right level of security you seek while maintaining a cost effective approach. Knowing business needs are truly unique and consistently changing, we have developed a solution that will evolve to meet your business needs.

STANLEY is committed to providing world-class security through over 75+ locations in North America. What does that mean for you? You should expect and receive the best service each and every time you work with STANLEY – that's the STANLEY STANDARD.

STANLEY's Recommendation Includes:

- ✓ Introduction to STANLEY
- ✓ System Objectives & Solutions
- ✓ Equipment Schedule of Protection
- ✓ Services Schedule of Protection
- ✓ STANLEY Investment Options
- ✓ Clarifications

Once again, thank you for the opportunity to be your security partner and look forward to exceeding your expectations.

Sincerely,

Jim Perry
STANLEY Convergent Security Solutions, Inc.
Security Sales Consultant
D | (737) 239-3983

Quote Name: Wilco Justice Remodel - Change Order

Customer Theory of Operation:

As discussed in the field with Tom Stanfield, Stanley Security will add five doors to the Justice Center Remodel project. This includes:

- Adding 3 x 1320 boards to the existing Lenel panel
- Adding a new power supply in the same closet
- Adding electronic locking and access control hardware to five doors

no permits or professional services are required. Anything outside this scope will require a change order

Customer Equipment Notes:

Solution: Access
Quote: Wilco Justice Remodel - Change Order

Equipment

Quantity	Part Number	Description
3.00	LNL1320S3	DUAL READER INTERFACE MODULE
3.00	1270	IM-1270; 12V, 7AH BATTERY
1.00	AL600ULACM	POWER SUPPLY
5.00	18012W	3/ 4 REC STL DR LEAD 1/ 2 WHT
1.00	TBD JIC MATL	TBD JIC MATL
2.00	2S31952R5	18(4)+22(2+4+6)1S CMP 500FT REEL NO JKT
5.00	920PTNNEK00000	MULTICLASS RP40 SE READER
1.00	SSSFXDCTRMAT	FIXED PRICE CONTRACTOR MATERIAL

Existing Equipment

Labor

Quantity	Description
27.80	INSTALL LABOR NORMAL HOURS
2.00	Project Management - Office Project Management Hours
1.00	DESIGN AND COMMISSIONING
1.00	INSTALLATION TRIP CHARGE
1.00	90 DAYS
1.00	FIXED PRICE CONTRACTOR LABOR

Services Schedule of Protection
After reviewing your requirements, STANLEY CSS recommends to furnish the following services:

Quote: Wilco Justice Remodel - Change Order

(Advanced Service Options)

We've provided a comprehensive solution design that combines and provides the right level of security you seek while maintaining a cost-effective approach. Knowing business needs are truly unique and consistently changing, we have developed a solution that will evolve to meet your business needs. We would like you to review the below advanced service offerings that we recommend for your consideration.

*Amount is in addition to the Total Monthly Fee.

Summary - Investment Information

STANLEY Security Direct	
Pricing and Deposit Terms	
Total Installation Price*:	$17,424.28
Up-front Deposit*:	$0.00
Total Monthly Fee*:	$0.00
Payment Frequency:	Monthly
Progress Payments:	

*Prices do not include taxes

STANLEY to Also Provide:

- ✓ Equipment and installation using low voltage wire
- ✓ System setup, test and inspection
- ✓ Customer training
- ✓ Owner's manuals
- ✓ Completed drawing showing device locations

Customer to Provide:

Delays in Installation
Abnormal idle time that is incurred by STANLEY Convergent Security Solutions, Inc. employees due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates. All work will be scheduled for normal working hours, Monday through Friday.

Next Steps
In conclusion, we thank you for the opportunity to present our security solutions to address your business needs. We believe these solutions will meet and exceed your business requirements and look forward to working together to implement our solution. Again, we feel the strength of our organization is in our ability to deliver locally in every market. We are eager to be your trusted business partner that will continue to grow with your business. Should you need additional references, we are always ready to demonstrate our past success.

Price Protection:
All prices quoted are valid for ninety (90) days from the date of this recommendation.

NOTE: Equal quality part from a different manufacturer may be substituted to overcome delivery problems or replacement of discontinued items. Substituted item will be of equal or greater value and will meet or exceed original parts specifications.

All products and services provided by STANLEY CSS are subject to STANLEY CSS's standard terms and conditions which can be found at http://www.stanleycss.com/legal.html. Any additional or different terms set forth by Customer, whether in Customer's purchase order or another communication, are expressly objected to and will not be binding on STANLEY CSS unless agreed to in writing by an authorized representative of STANLEY CSS.

M & C Electric Inc. Williamson County Justice RFI 39

PO Box 231
Taylor, TX 76574
Office 512-906-0023
Fax 512-926-8022
TECL# 24004
7/23/21

General Contractor- HCS

Provide 3- L6-30r receptacles in the attic IT room

Three Thousand Nine Hundred Sixty Four dollars ($3,964.00)

Material:	$1,733.98
Labor:	$2,230.75
Total:	$3,964.73
Total CO:	$3,964.00

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints

Commissioners Court - Regular Session **23.**

Meeting Date: 08/10/2021

Authorize issuing RFQ #21RFSQ2 As-Needed Design and/or Engineering Services for Minor County Building Projects

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for As-needed Design and/or Engineering Services for Minor County Building Projects under RFQ #21RFSQ2.

Background

With the goal of establishing a pre-qualified pool, Williamson County is seeking qualifications from experienced firms to provide professional Architectural or Engineering ("A/E") services to support the County Architect and the Facilities Department for various small projects. Most, if not all, projects will be renovations of existing facilities. At a minimum, the technical areas of professional services required may include, but are not limited to:

- Architectural
- Civil engineering
- Structural engineering
- MEP engineering

The goal of establishing a pre-qualified engineering pool is to provide the county with the readied resources to assist in meeting workload demands in an organized and expeditious manner. The purpose of issuing the RFQ to establish the pool, is to provide respondents a fair and open response platform. Professional Service Agreements (PSA) will be contracted on an as-needed basis and will be presented to court for approval at that time.

The established pool will be valid for five (5) years with yearly review for possible addition or removal of firms. Budgeted amounts will vary and various line items and project numbers will be presented for court approval. Trenton Jacobs is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/05/2021 11:32 AM
County Judge Exec Asst.	Becky Pruitt	08/05/2021 11:36 AM
Form Started By: Johnny Grimaldo		Started On: 08/04/2021 01:18 PM

Final Approval Date: 08/05/2021

Commissioners Court - Regular Session **24.**

Meeting Date: 08/10/2021

Replat for Lots 48 & 49 Block 3 Schwertner Ranch Ph II subdivision – Pct 3

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the replat for Lots 48 & 49, Block 3 of the Schwertner Ranch Ph II subdivision – Precinct 3.

Background

This subdivision consists of 2 lots and no new roads. The purpose of this replat is to adjust the property boundary between Lots 48 & 49, Block 3 of the Schwertner Ranch Ph II subdivision.

Timeline

2021-06-30 – initial submittal of replat
2021-07-13 – 1st review complete with comments
2021-07-27 – 2nd submittal of replat with signatures
2021-07-28 – 2nd review complete with comments clear
2021-08-05 – replat placed on the August 10, 2021 Commissioners Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

replat - Lots 48 & 49, Blk 3, Schwertner Ranch Ph II

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/05/2021 11:20 AM
Form Started By: Adam Boatright		Started On: 08/05/2021 09:37 AM
Final Approval Date: 08/05/2021		

REPLAT OF LOTS 48 AND 49 BLOCK 3 SCHWERTNER RANCH PHASE II

BEING PART OF THE G. Schneider Survey, Abstract No. 579

WILLIAMSON COUNTY, TEXAS

FIELD NOTES

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

A METES & BOUNDS description of a certain 0.34 acre tract of land situated in the G. Schneider Survey, Abstract No. 579 in Williamson County, Texas, being Lots 48 and 49, Block 3 of Schwertner Ranch Phase II recorded in Document No. 2021009522 of the Official Public Records of Williamson County (OPRWC); said 0.34 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone, all distances are grid and can be converted to surface distances by dividing by the combined scale factor: 0.9998522;

BEGINNING at a found 1/2-inch iron rod (with cap stamped "YALGO 6200") marking the northwest corner of said Lot 49, being common with the southwest corner of Lot 50, Block 3 of said Schwertner Ranch Phase II, and being in the east right-of-way line of Hammond Court (50' ROW) as dedicated in Document No. 2021009522 OPRWC;

THENCE, North 83°27'51" East, along the north line of said Lot 49, being common with the south line of said Lot 50, 154.44 feet to a found 1/2-inch iron rod (with cap stamped "YALGO 6200") marking the northeast corner of said Lot 49, being common with the southeast corner of said Lot 50, and being in the east line of Lot 70, Block 3 of said Schwertner Ranch Phase II;

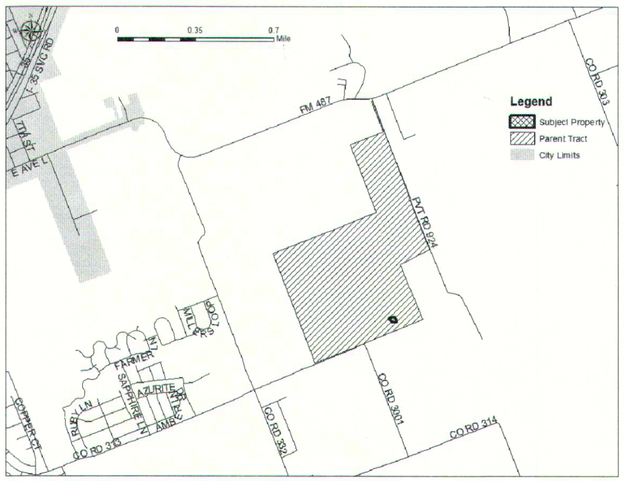
THENCE, South 21°53'05" East, 102.27 feet to a found 1/2-inch iron rod (with cap stamped "YALGO 6200") marking an angle point in the east line of said Lot 48, being common with an angle point in the west line of Lot 72, Block 3 of said Schwertner Ranch Phase II;

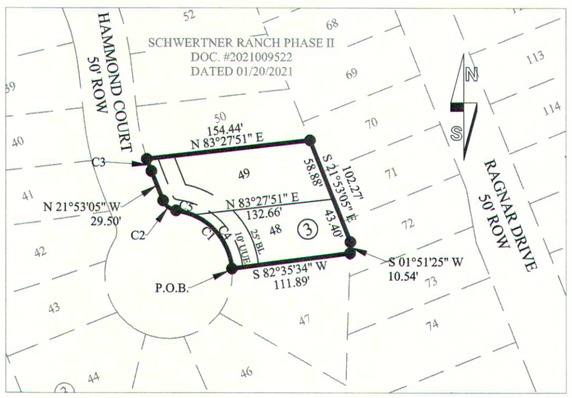
THENCE, South 01°51'25" West, continuing along the east line of said Lot 48, being common with the west line of said Lot 72, 10.54 feet to a found 1/2-inch iron rod (with cap stamped "YALGO 6200") marking the southeast corner of said Lot 48, being common with the northeast corner of Lot 47, Block 3 of said Schwertner Ranch Phase II;

THENCE, South 82°35'34" West, along the south line of said Lot 48, being common with the north line of said Lot 47, 111.89 feet to a found 1/2-inch iron rod (with cap stamped "YALGO 6200") at the beginning of a non-tangent curve to the left, marking the southwest corner of said Lot 48, being common with the northwest corner of said Lot 47, and being in the east right-of-way line of said Hammond Court;

THENCE along the east right-of-way line of said Hammond Court the following four (4) courses and distances:

1. Along said non-tangent curve to the left having a radius of 60.00 feet, a central angle of 78°25'57", an arc length of 82.13 feet, and a long chord bearing North 44°14'07" West, 75.87 feet to a found 1/2-inch iron rod (with cap stamped "YALGO 6200") at a point of reverse curvature;
2. Along said reverse curve to the right having a radius of 15.00 feet, a central angle of 61°34'01", an arc length of 16.12 feet, and a long chord bearing North 52°40'05" West, 15.35 feet to a found 1/2-inch iron rod (with cap stamped "YALGO 6200");
3. North 21°53'05" West, 29.50 feet to a found 1/2-inch iron rod (with cap stamped "YALGO 6200") at the beginning of a curve to the right;
4. Along said curve to the right having a radius of 200.00 feet, a central angle of 03°25'52", an arc length of 11.98 feet, and a long chord bearing North 20°10'09" West, 11.97 feet to the POINT OF BEGINNING, CONTAINING 0.34 acre of land in Williamson County, Texas.





GRAPHIC SCALE

0 100' 200' 300'

0 1" 2" 3"

IN FEET

THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF SCHWERTNER RANCH PHASE II, AS RECORDED IN DOCUMENT #2021009522 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.

LEGEND

BM	BENCHMARK
ELEV	ELEVATION
NTS	NOT TO SCALE
NO	NUMBER
RE	REFERENCE
REV	REVISION
TYP	TYPICAL
UUE	UNDERGROUND UTILITY EASEMENT
●	½" IRON ROD FOUND
○	½" IRON ROD W/ CAP MARKED "YALGO 6200" SET
③	BLOCK NUMBER

Notes:

1. Storm water runoff must flow directly from all adjacent upstream lots to the downstream lots, without impediment or diversion to other lots and this restriction constitutes an easement in favor of the upstream lots for the same. The homebuilder/property owner must ensure that drainage for each individual lot allow storm water to pass from upstream lots to the downstream lots without impediment. This restriction is to be enforced by the HOA/The Village at Schwertner Ranch Residential Community, Inc. pursuant to Sec. 2.14 of the Declaration of Covenants, Conditional and Restrictions recorded in Doc # 2020088555.
2. The bearings recited hereon are grid bearings derived from GPS observations based on the Texas State Plane Coordinate System, NAD1983 (2011) datum, Texas Central Zone No. 4203. All distances are horizontal ground distances. The average Combined Correction Factor (CCF) is 0.9998522. Grid distance = Ground Distance x CCF. Permanent iron rods set for corner are 1/2 inch iron rods with cap marked "YALGO LLC", unless otherwise noted herein. All coordinates can be referenced to a benchmark described as cotton spindle set in the north margin of County Road 313, bearing N 68° 32' 31" W, 492.74 feet from the most southerly corner of this tract. Observed GPS coordinates for said "X" in concrete benchmark are N=10269021.77, E=3160972.32 Z=820.52' (NAVD88-Geoid12A).
3. A de facto certificate of compliance is hereby issued for all lots within this subdivision. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area.
4. All easements on private property shall be maintained by the property owner or their assigns.
5. This subdivision is not located within the contributing zone of the Edwards Aquifer.
6. Building setback lines shall be in accordance with setbacks shown hereon, applicable owner restrictions recorded in county records or applicable ordinances.
7. 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.
8. 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.
9. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
10. 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 or Williamson County. Plans and specifications shall be submitted to TCEQ and other agencies as appropriate at the time such plans are prepared.
11. All sidewalks are to be maintained by each of the adjacent property owners.
12. This subdivision is subject to storm-water management controls as required by Williamson County subdivision regulations, section B11.1, on new development that would evoke such controls beyond existing conditions
13. The owner shall create a mandatory homeowners association that shall be responsible for the maintenance and liability of any landscaping, irrigation, sidewalks, illumination, subdivision identification signs, water quality features, etc. placed within the Williamson County right-of-way. This homeowners association shall have assessment authority to insure the proper funding for the maintenance.
14. In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	60.00'	82.13'	75.87'	N 44°14'07" W	78°25'57"
C2	15.00'	16.12'	15.35'	N 52°40'05" W	61°34'01"
C3	200.00'	11.98'	11.97'	N 20°10'09" W	3°25'52"
C4	60.00'	65.28'	62.11'	N 36°11'22" W	62°20'27"
C5	60.00'	16.85'	16.80'	N 75°24'21" W	16°05'30"

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

We, WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 107, sole owner of the certain 0.34 ACRES tract of land shown hereon and described as lots 48 and 49 block 3 in a plat for Schwertner Ranch Phase II recorded in document number 2021009522 Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide, said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as REPLAT OF LOTS 48 AND 49 BLOCK 3 SCHWERTNER RANCH PHASE II.

TO CERTIFY WHICH, WITNESS by my hand this 26th day of July, 2021.

WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 107,
a Texas Series Limited Liability Company

By: _____
Jane Seals, Authorized Agent

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

This instrument was acknowledged before me on July 26, 2021, by Jane Seals, in his capacity as President of WBW Single Development Group, LLC—Series 107, a separate series of WBW Single Land Investment, LLC, a Texas series limited liability Company, on behalf of said series.

_____
Notary Public, State of Texas

NEELY ANNE ROPER
My Notary ID # 4001207
Expires June 25, 2024

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

I, Zachary Morgan, Registered Professional Land Surveyor in the State of Texas, do hereby certify that to the best of my knowledge and belief, this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the subdivision regulations of the City of Taylor, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Killeen, Bell County, Texas, this 16 day of July, 2021

_____
ZACHARY MORGAN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6842

STATE OF TEXAS REGISTERED ZACHARY MORGAN 6842 PROFESSIONAL LAND SURVEYOR

I, Keith A. Caldwell, am authorized under the laws of the State of Texas to practice the profession of engineering and hereby certify that to the best of my knowledge and belief, this plat complies with the applicable ordinance of Williamson County, Texas and that no portion of this subdivision is contained within the 100 year flood plain as identified on the Federal Emergency Management Agency flood insurance rate map, community panel number 48491C0150E, dated September 26, 2008 for Williamson County, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Killeen, Bell County, Texas, this 16 day of July, 2021

Keith A. Caldwell
KEITH A. CALDWELL
REGISTERED PROFESSIONAL
ENGINEER NO. 101956

STATE OF TEXAS KEITH A. CALDWELL 101956 LICENSED PROFESSIONAL ENGINEER

Road name and address assignments verified this the 27 day of July, 2021 A. D.

Cindy Bilden
Williamson County Addressing Coordinator

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

I, Bill Gravell, Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

_____ _____
Bill Gravell, Jr., County Judge Date
Williamson County, Texas

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

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of _____, 20__, A.D., at ___ o'clock, __.M., and duly recorded this the ___ day of _____, 20__, A.D., at ___ o'clock, __.M., in the Official Public Records of said County in Document No. _____.
TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court
of Williamson County, Texas

By: _____, Deputy

REV.	DESCRIPTION	DATE	BY
1	ORIGINAL RELEASE	6/30/2021	BTW

PROJECT NUMBER: SW02
CLIENT NAME: WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 107
APPROVED BY: KAC
CLIENT LOCATION: KILLEEN, TX
AUTHORIZED BY: WBW

PROJECT INFORMATION
TOTAL SIZE: 0.34 ACRES
TOTAL BLOCKS: 1
TOTAL LOTS: 2

BENCHMARK
Cotton spindle set in the north margin of County Road 313

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

OWNER INFORMATION
WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 107
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543
254-953-5353

ENGINEER INFORMATION
KEITH A. CALDWELL
P.E. NO. 101956
YALGO ENGINEERING
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543

SURVEYOR INFORMATION
ZACHARY MORGAN
YALGO ENGINEERING
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543

Yalgo, LLC
3000 Illinois Ave., Suite 100
Killeen, TX 76543
PH (254) 953-5353
FX (254) 953-5057

Texas Registered
Engineering Firm F-10264

Texas Registered
Surveying Firm 10194095

SHEET 1 OF 1

PRINTED ON July 15, 2021

Commissioners Court - Regular Session **25.**

Meeting Date: 08/10/2021

Replat for Lot 9 of the L R Williams Business Park Phase 3 subdivision – Pct 3

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the replat for Lot 9 of the L R Williams Business Park Phase 3 subdivision – Precinct 3.

Background

This subdivision consists of 3 lots and no new public roads. The purpose of this replat is to subdivide Lot 9 of the L R Williams Business Park Phase 3 subdivision into 3 lots. The 3 lots match the original approved preliminary plat for the L R Williams Business Park subdivision.

Timeline

2021-06-02 – initial submittal of replat
2021-07-02 – 1st review complete with comments
2021-07-23 – 2nd submittal of replat
2021-07-28 – 2nd review complete with comments clear
2021-08-02 – replat received with all signatures
2021-08-05 – replat placed on the August 10, 2021 Commissioners Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

replat - Lot 9, L R Williams Ph 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/05/2021 11:21 AM
Form Started By: Adam Boatright		Started On: 08/05/2021 11:11 AM
Final Approval Date: 08/05/2021		

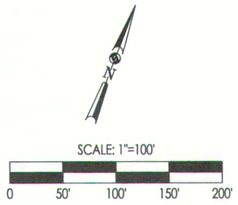
REPLAT LOT 9 BLOCK A
L.R. WILLIAMS BUSINESS PARK, PHASE III

BEING A 3.379 ACRE TRACT OF LAND, LOCATED IN THE JOHN H. ESTEP SURVEY, ABSTRACT NO. 219, WILLIAMSON COUNTY, TEXAS, SAID 3.379 ACRE TRACT, BEING ALL OF LOT NINE (9), BLOCK A, OF L.R. WILLIAMS BUSINESS PARK, PHASE III, ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 2020109811, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

NOTES:
1) FIELD WORK PERFORMED ON: MAY 21, 2021
2) HORIZONTAL DATUM: TEXAS STATE PLANE, CENTRAL ZONE, NAD83
3) VERTICAL DATUM: NAVD88
4) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.

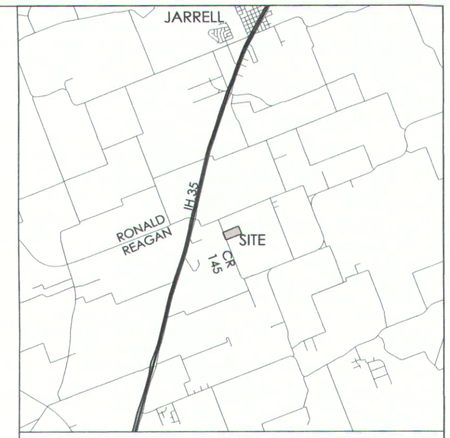
FEMA FLOOD PLAIN - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0150E. EFFECTIVE DATE DECEMBER 20, 2019, THIS PROPERTY LIES IN ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100 YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	25.00'	39.27'	90°00'00"	S66° 57' 33"E	35.36'
C2	25.00'	21.68'	49°40'47"	S02° 52' 50"W	21.00'
C3	60.00'	52.08'	49°44'00"	S02° 51' 14"W	50.46'
C4	60.00'	86.86'	82°56'57"	S63° 29' 14"E	79.47'

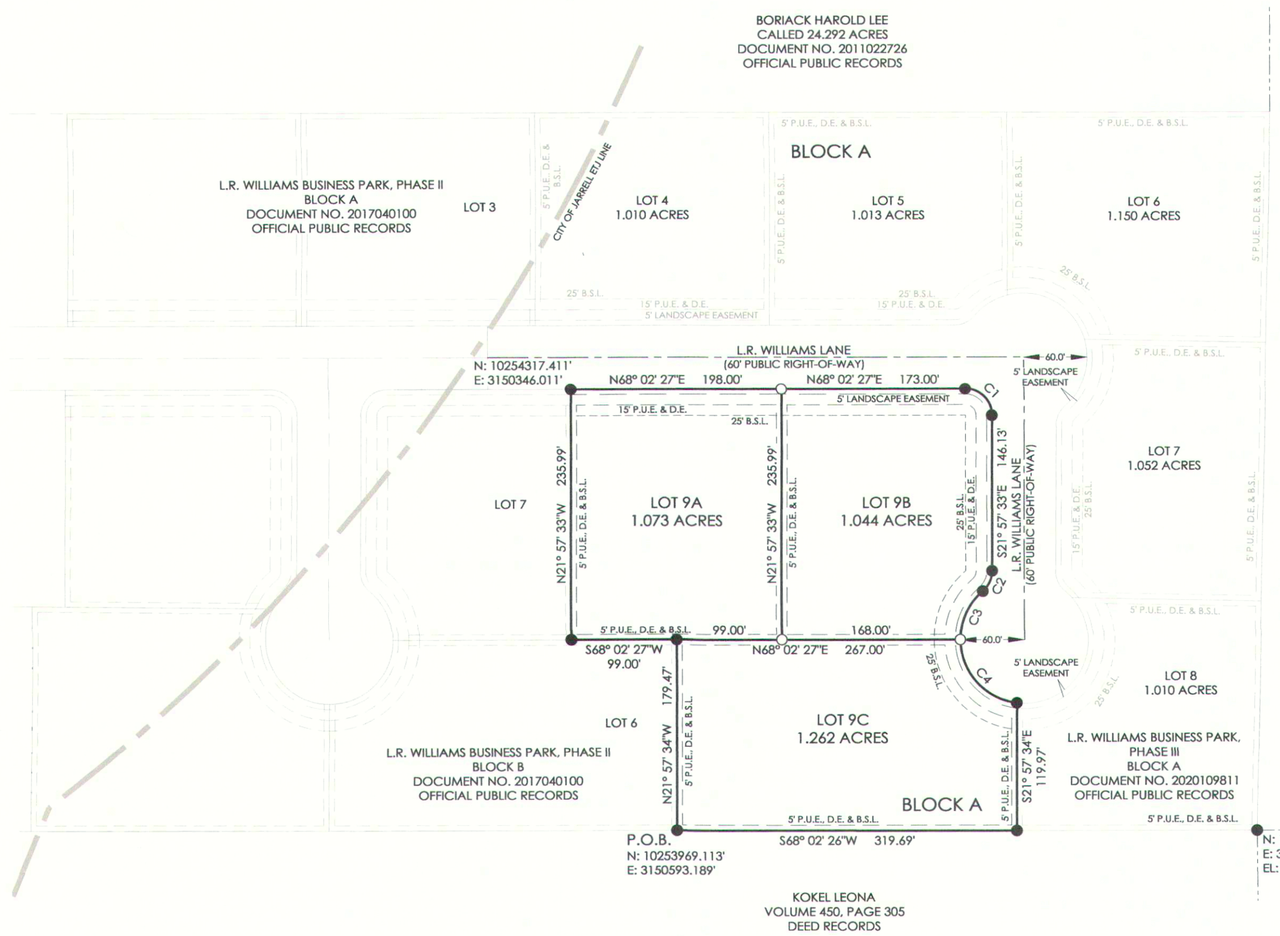


LEGEND

●	1/2" IRON ROD FOUND
○	1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 3447" PLASTIC CAP SET
B.S.L.	BUILDING SETBACK LINE
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT



LOCATION MAP: 1 =10,000'



FIELD NOTES FOR A 3.379 ACRE TRACT OF LAND:

BEING A 3.379 ACRE TRACT OF LAND, LOCATED IN THE JOHN H. ESTEP SURVEY, ABSTRACT NO. 219, WILLIAMSON COUNTY, TEXAS; SAID 3.379 ACRE TRACT, BEING ALL OF LOT NINE (9), BLOCK A, OF L.R. WILLIAMS BUSINESS PARK, PHASE III, ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 2020109811, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 3.379 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR THE SOUTHERNMOST CORNER OF SAID LOT 9, THE EASTERNMOST CORNER OF THAT CERTAIN LOT 6, BLOCK B, OF L.R. WILLIAMS BUSINESS PARK, PHASE II, ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 2017040100, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING IN A NORTHWEST LINE OF THAT TRACT OF LAND RECORDED IN VOLUME 450, PAGE 305, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT BEING THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE COMMON BOUNDARY LINES OF SAID LOT 9 AND SAID L.R. WILLIAMS BUSINESS PARK, PHASE II, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. **N 21° 57' 34" W,** A DISTANCE OF **179.47',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

2. **S 68° 02' 27" W,** A DISTANCE OF **99.00',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

3. **N 21° 57' 33" W,** A DISTANCE OF **235.99',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED IN THE SOUTHEAST RIGHT-OF-WAY LINE OF L.R. WILLIAMS LANE, BEING THE WESTERNMOST CORNER OF SAID LOT 9, THE NORTHERNMOST CORNER OF LOT 7, BLOCK B, OF SAID L.R. WILLIAMS BUSINESS PARK, PHASE II, SAID POINT BEING THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE SOUTHEAST AND SOUTHWEST RIGHT-OF-WAY LINE OF L.R. WILLIAMS LANE, THE NORTHWEST AND NORTHEAST LINES OF SAID LOT 9, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

4. **N 68° 02' 27" E,** A DISTANCE OF **371.00',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR THE BEGINNING OF A CURVE TO THE RIGHT OF THE HEREIN DESCRIBED TRACT OF LAND;

5. WITH SAID CURVE TO THE RIGHT CONTAINING A RADIUS OF 25.00', A CENTRAL ANGLE OF 90°00'00", A CHORD WHICH BEARS S 66° 57' 33" E, A CHORD DISTANCE OF 35.36', A TOTAL **CURVE LENGTH** OF **39.27',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR A POINT OF TANGENCY OF THE HEREIN DESCRIBED TRACT OF LAND;

6. **S 21° 57' 33" E,** A DISTANCE OF **146.13',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR THE BEGINNING OF A CURVE TO THE RIGHT OF THE HEREIN DESCRIBED TRACT OF LAND;

7. WITH SAID CURVE TO THE RIGHT CONTAINING A RADIUS OF 25.00', A CENTRAL ANGLE OF 49°40'47", A CHORD WHICH BEARS S 02° 52' 50" W, A CHORD DISTANCE OF 21.00', A TOTAL **CURVE LENGTH** OF **21.68',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR THE BEGINNING OF A CURVE TO THE LEFT OF THE HEREIN DESCRIBED TRACT OF LAND;

8. WITH SAID CURVE TO THE LEFT CONTAINING A RADIUS OF 60.00', A CENTRAL ANGLE OF 132°40'56", A CHORD WHICH BEARS S 38° 37' 14" E, A CHORD DISTANCE OF 109.91', A TOTAL **CURVE LENGTH** OF **138.94',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED IN THE SOUTHEAST RIGHT-OF-WAY LINE OF L.R. WILLIAMS LANE, BEING AN ANGLE POINT OF SAID LOT 9, AN ANGLE POINT OF LOT 8, BLOCK A, OF SAID L.R. WILLIAMS BUSINESS PARK, PHASE III, SAID POINT BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;

9. **THENCE,** DEPARTING THE SOUTHEAST RIGHT-OF-WAY LINE OF L.R. WILLIAMS LANE, WITH THE COMMON BOUNDARY LINE OF SAID LOT 9 AND LOT 8, **S 21° 57' 34" E,** A DISTANCE OF **119.97',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR THE EASTERNMOST CORNER OF SAID LOT 9, THE SOUTHERNMOST CORNER OF SAID LOT 8, BEING IN A NORTHWEST LINE OF SAID TRACT OF LAND RECORDED IN VOLUME 450, PAGE 305, SAID POINT BEING THE EASTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

10. **THENCE,** WITH THE SOUTHEAST LINE OF SAID LOT 9, A NORTHWEST LINE OF SAID TRACT OF LAND RECORDED IN VOLUME 450, PAGE 305, **S 68° 02' 26" W,** A DISTANCE OF **319.69',** TO THE **POINT OF BEGINNING** CONTAINING **3.379 ACRES** OF LAND.

NOTE: THE BASIS OF BEARING WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD (83), TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID. A SURVEY PLAT WAS PREPARED BY A SEPARATE DOCUMENT.

ENGINEER
MATKIN HOOVER ENGINEERING
8 SPENCER ROAD, SUITE 100
GEORGETOWN, TEXAS, 78006
830-249-0600

OWNER/AGENT
SISSY WILLIAMS
LR WILLIAMS BUSINESS PARK LLC
P.O. BOX 872
THORNDALE, TEXAS, 76577
512-786-2570

Quick Inc.
Land Surveying. Land Planning. Consulting.
Firm: 10194104 512-915-4950
1430 N. Robertson Road, Salado, Texas 76571

DATE: MAY 29, 2021

JOB NO. 15-2123

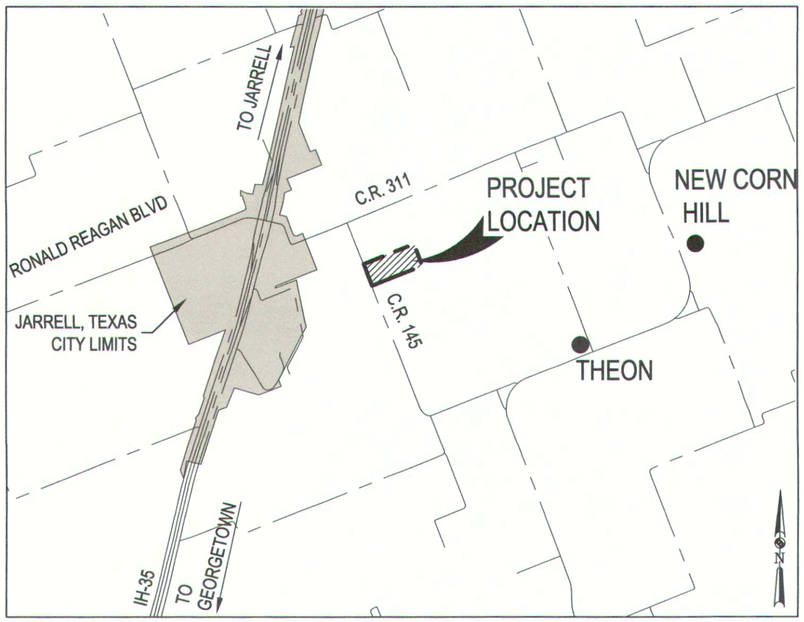
REPLAT LOT 9 BLOCK A L.R. WILLIAMS BUSINESS PARK, PHASE III

BEING A 3.379 ACRE TRACT OF LAND, LOCATED IN THE JOHN H. ESTEP SURVEY, ABSTRACT NO. 219, WILLIAMSON COUNTY, TEXAS, SAID 3.379 ACRE TRACT, BEING ALL OF LOT NINE (9), BLOCK A, OF L.R. WILLIAMS BUSINESS PARK, PHASE III, ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 2020109811, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

NEW LOTS: 3

NOTES:

1. ACREAGE OF SUBDIVISION = 3.379 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 1.126 AC/LOT.
2. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO.48491C0150F DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JARRELL SCHWERTNER WATER SUPPLY CORP.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
5. ELECTRIC SERVICE PROVIDED BY BARTLETT ELECTRIC COOPERATIVE.
6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
7. A FIFTEEN (15) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE LOT, ALL EASEMENTS SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
8. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
9. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
10. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED PLASTIC CAP.
11. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
12. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENTS OF MAINTENANCE OF THE ADJACENT ROAD.
13. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
14. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
15. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
16. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
17. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
18. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
19. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
20. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
21. THIS SUBDIVISION IS SUBJECT TO A 5' LANDSCAPE EASEMENT OUTSIDE OF THE PUBLIC RIGHT-OF-WAY TO OFF-SET THE PROPOSED IMPERVIOUS COVER OF THE ROAD. THE 5' LANDSCAPE EASEMENT PROVIDES FAIR CONDITION GRASS IN PLACE OF THE EXISTING ROW CROPS FROM THE PROPOSED EDGE OF PAVEMENT TO 5' OUTSIDE THE PUBLIC RIGHT-OF-WAY. THIS ADDITION OF FAIR CONDITION GRASS IS SUFFICIENT TO CAUSE NO DOWNSTREAM IMPACT FROM STORM WATER RUN OFF AFTER PROPOSED ROAD CONSTRUCTION.
22. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
23. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
24. ALL LOT OWNERS SHALL BE REQUIRED TO SUBMIT CONSTRUCTION PLANS TO EMERGENCY SERVICES DISTRICT NO. 5, JARRELL FIRE DEPARTMENT AND RECEIVE APPROVAL BEFORE ANY DEVELOPMENT CAN BEGIN.
25. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
26. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FOR ALL LOTS FULLY OR PARTIALLY OUTSIDE OF GEORGETOWN CITY LIMITS FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
27. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
28. LOTS 9A, 9B AND 9C SHALL UTILIZE A "DIP TYPE" DRIVEWAY AND SHALL BE INSTALLED TO NOT OBSTRUCT STORMWATER WITH THE PUBLIC RIGHT-OF-WAY.



LOCATION MAP

N.T.S.

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

STATE OF TEXAS REGISTERED TRAVIS L. QUICKSALL 6447 PROFESSIONAL LAND SURVEYOR

07/29/2021

REGISTERED PROFESSIONAL LAND SURVEYOR
TRAVIS QUICKSALL, R.P.L.S.

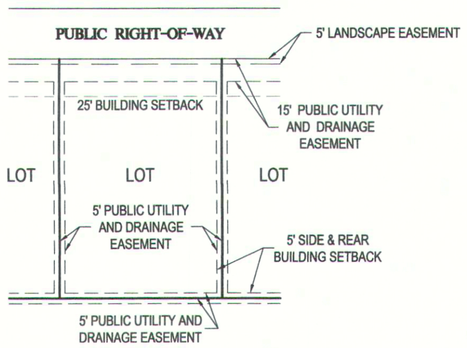
STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I GARRETT D. KELLER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE US FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0150F. EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY, TEXAS, THIS 29th DAY OF July, 2021.

GARRETT D. KELLER
REGISTERED PROFESSIONAL ENGINEER
NO. 111511 STATE OF TEXAS

STATE OF TEXAS LICENSED PROFESSIONAL ENGINEER GARRETT D. KELLER 111511



TYPICAL LOT EASEMENTS

N.T.S. (ESTABLISHED ON ALL LOTS)

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

I, SISSY WILLIAMS, CO-OWNER AND AGENT FOR L.R. WILLIAMS BUSINESS PARK, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013107847 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS L.R. WILLIAMS BUSINESS PARK, PHASE III.

LR WILLIAMS BUSINESS PARK, LLC
C/O SISSY WILLIAMS
P.O. BOX 91
THORNDALE, TX 76577

Sissy Williams
SISSY WILLIAMS
OWNER

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED Sissy Williams, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. AND SEAL OF OFFICE THIS 02 DAY OF August, 2021 A.D.

NEIL AARON TURNER
Notary Public, State of Texas
Comm. Expires 01-07-2024
Notary ID 132302845

NOTARY PUBLIC, STATE OF TEXAS

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

Roger Hickman, PE
Roger Hickman, PE for Terron Evertson

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

8/4/2021
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 2 DAY OF August, 2021 A.D.

Cindy Bridges

WILLIAMSON COUNTY ADDRESSING COORDINATOR
~~TERESA BAKER~~
Cindy Bridges

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(KNOW ALL MEN BY THESE PRESENTS:

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS ,AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

DATE

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(KNOW ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ 20_____, A.D., AT _____ O'CLOCK, ___M., AND DULY RECORDED THIS THE _____ DAY OF _____ 20_____, A.D., AT _____ O'CLOCK, ___M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____. TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

OWNER/DEVELOPER:
LR WILLIAMS BUSINESS PARK, LLC
C/O SISSY WILLIAMS
P.O. BOX 91
THORNDALE, TX 76577
OFF: 1-(512) 786-2570
RANSIS421@YAHOO.COM

AGENT/PREPARER:
MATKIN HOOVER
ENGINEERING & SURVEYING
C/O GARRETT D. KELLER, P.E.
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
OFF: (512) 868-2244
FAX: (830) 249-0099
GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244 FAX:830.249.0099
TEXAS REGISTERED ENGINEERING FIRM F-004512
TEXAS REGISTERED SURVEYING FIRM F-10024000
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

DATE: MAY 29, 2021

JOB NO. 2754.02

SHEET 2 OF 2

Commissioners Court - Regular Session **27.**

Meeting Date: 08/10/2021

Project Funding CARES, ARPA, CIP and other Sources

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the funding of various projects from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, American Rescue Plan Act (ARPA) of 2021, the County Capital Improvement Program (CIP), The 2021 TAN (Tax Anticipation Note) and any other funding sources available to Williamson County.

Background

This item has been placed on the agenda to begin some discussion of various projects being requested for funding and to identify funding sources.

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	08/05/2021 09:17 AM
Form Started By: Julie Kiley		Started On: 08/05/2021 08:37 AM
Final Approval Date: 08/05/2021		

Commissioners Court - Regular Session **28.**

Meeting Date: 08/10/2021

Williamson County Children's Advocacy Center CARES funding

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action approving an agreement between Williamson County and the the Williamson County Children's Advocacy Center, Inc. for reimbursement under the Coronavirus Aid, Relief and Economic Security Act (CARES Act) for exepenses incurred as a result of COVID-19.

Background

Attached is an agreement including Attachment A that outlines the expenses incurred or to be incurred by the Williamson County Children's Advocacy Center as a reslut of COVID 19. Most of the expenses are related to remote worker and necessary IT related items to facilitate remote work.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Children's Advocacy Center CARES funding

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/05/2021 09:08 AM
Form Started By: Julie Kiley		Started On: 08/05/2021 08:29 AM
Final Approval Date: 08/05/2021		

WILLIAMSON COUNTY
SOCIAL SERVICE FUNDING AGREEMENT
WITH
WILLIAMSON COUNTY
CHILDREN'S ADVOCACY CENTER, INC.

This Social Service Funding Agreement ("the Agreement"), is made by and between **Williamson County, Texas** (the "County") located at 710 Main Street, Georgetown, Texas 78626, and the **Williamson County Children's Advocacy Center, Inc.** (the "Agency"), with mailing address at 211 Commerce Blvd. Suite #101, Round Rock, TX 78664.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to assist in the payment of Personal Protection Equipment to ensure safety of staff and clients or families served by the Agency and affected by COVID-19; and

WHEREAS, the Agency would like to request funding from the County made available under Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the CARES Act funds.

NOW, THEREFORE, WITNESSETH:

1. **Recitals.** The recitals to this Agreement are hereby incorporated for all purposes.

2. **Effective Date.** The effective date of this Agreement ("Effective Date") is the latest date that either party executes this Agreement, or the date this Agreement has been finally approved by

the County. Agency understands that this Agreement is dependent upon the approval of the County.

3. **Term.** The term of this Agreement is from the Effective Date to December 31, 2021.

I.

GENERAL OVERVIEW

1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional community assistance, all incurred due to the impact of COVID-19.

1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures").

1.3 Distribution of Funds. The County will pay the total sum of Ninety eight thousand four hundred ninety three dollars and fifty four cents ($98,493.54) (CARES Act Funds) to the Agency, conditioned upon Agency complying with the terms and conditions of this Agreement. The Agency estimates that $98,493.54 of COVID-related expenditures as outlined in Exhibit "A" will be incurred by December 31, 2021.

II.

AGENCY PERFORMANCE REQUIREMENTS

2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the CARES Act funds consistent with the terms and conditions of this Agreement and the Act.

2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.

2.3 Allowable Expenditures. The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditors office all necessary invoicing and

appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein.

2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

III.

COUNTY PERFORMANCE REQUIREMENTS

3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over $98,493.54.

IV.

GENERAL CONDITIONS

4.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.

4.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

4.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

4.4. Venue and Law. Venue for any legal action related to this Agreement is in Williamson County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.

4.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior Agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

4.6. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.

4.7. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.

4.8. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement *if required* by said statute.

4.9 Notices. Notices required by this Agreement are as follows:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Agency:

Williamson County Children's Advocacy Center
Attn: Executive Director
211 Commerce Blvd. Suite #101
Round Rock, TX 78664

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

_____

William Gravell, Jr.

ATTEST:

_____

Nancy Rister, County Clerk

Date:

_____

WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER, INC.

By: Kerrie Stannell

Kerrie Stannell

Its: CEO

Date:

7/29/2021

Williamson County Children's Advocacy Center

Requested items for reimbursement				
Date	**Invoice**	**Vendor**	**Total Billed**	**Requested Amount**
4/9/2020	13452-March	Renaissance Systems Inc.	$ 4,654.00	$ 2,276.42
5/5/2020	13471-April	Renaissance Systems Inc.	$ 5,651.50	$ 2,276.42
6/15/2020	13502-May	Renaissance Systems Inc.	$ 4,837.75	$ 1,948.65
7/8/2020	13511-June	Renaissance Systems Inc.	$ 7,410.25	$ 2,984.85
8/11/2020	13540-July	Renaissance Systems Inc.	$ 5,966.50	$ 2,983.25
9/28/2020	13576-August	Renaissance Systems Inc.	$ 10,656.00	$ 4,292.24
10/21/2020	13621-Sept	Renaissance Systems Inc.	$ 5,301.00	$ 5,301.00
11/23/2020	13664-Oct	Renaissance Systems Inc.	$ 12,544.94	$ 6,272.47
12/9/2020	13683-Nov	Renaissance Systems Inc.	$ 5,104.44	$ 2,552.22
1/7/2021	13724-Dec	Renaissance Systems Inc.	$ 6,259.44	$ 3,129.72
2/8/2021	13788-Jan	Renaissance Systems Inc.	$ 5,776.44	$ 2,888.22
4/19/2021	137520-Feb	Renaissance Systems Inc.	$ 5,015.19	$ 5,015.19
4/19/2021	13816-March	Renaissance Systems Inc.	$ 5,015.19	$ 2,507.59
6/16/2021	137557-May	Renaissance Systems Inc.	$ 5,931.13	$ 2,965.56
7/12/2021	137581-June	Renaissance Systems Inc.	$ 5,493.88	$ 2,746.94
Projected	July	Renaissance Systems Inc.	$ 6,000.00	$ 3,000.00
Projected	August	Renaissance Systems Inc.	$ 6,500.00	$ 3,500.00
Projected	September	Renaissance Systems Inc.	$ 6,500.00	$ 3,500.00
Projected	October	Renaissance Systems Inc.	$ 6,000.00	$ 3,000.00
Projected	November	Renaissance Systems Inc.	$ 6,000.00	$ 3,000.00
Projected	December	Renaissance Systems Inc.	$ 6,000.00	$ 3,000.00
Projected	September	Dell: 20 Laptops + Accessories	$ 26,743.38	$ 26,743.38
TOTAL	**IT Reimbursement**			**$ 95,884.12**
Quantity	**PPE Items previously purchased**			**Total Cost**
18 Boxes	Tissue	Amazon Inv 7063457		$ 26.49
4	Micro Scientific Opticide Wipes	Amazon Inv 8339430		$ 39.96
6	Microban Sanitizing Spray	Amazon Inv 8339430		$ 37.47
50	Face Masks	Amazon Inv 1276260		$ 17.96
1	Eye & Skin Wash Station	Amazon Inv 7177805		$ 26.99
12	Tissue	Amazon Inv 1584257		$ 38.86
12	Germ-X Hand Sanitizer	Amazon Inv 4761807		$ 44.77
100	Face Masks	Amazon Inv 2563433		$ 12.99
24	Tissue	Amazon Inv 9250607		$ 71.68
TOTAL	**Previously Purchased PPE**			**$ 317.17**
Quantity	**PPE Items to be purchased**			**Total Cost**
5	Germ-X Hand Sanitizer - Case of 12-8 oz bottles ($44.77 each)			$ 223.85
10	Tissue - 6-pack ($17.92 each)			$ 179.20
5	Disposable Face Masks, 3 ply, Qty 100 ($12.99 each)			$ 64.95
15	UVC Light Sanitizer Wand, Foldable Handheld Ultraviolet Sanitizer Machine ($59.99 each)			$ 899.85
6	Microban Spray, 6 pack, 15 oz ($32.15 each)			$ 192.90
10	Opticide Hospital Wipes, 2 pack ($19.44 each)			$ 194.40
1	Shield Geek Premium Sneeze Guard for Counter, Freestanding, opening at bottom, 32"x24" ($39.99 each)			$ 39.99
1	Shield Geek Premium Sneeze Guard for Counter, Freestanding, opening at bottom, 48"x24" ($89.99 each)			$ 89.99
3	Nitrile Gloves - 2 medium, 1 large ($19.99 each)			$ 59.97
2	Nitrile Gloves - 2 small ($14.99 each)			$ 29.98
TOTAL	**New PPE**			**$ 2,292.25**
GRAND TOTAL	**ALL ITEMS**			**$ 98,493.54**

We are requesting CARES funding for reimbursement of unbudgeted, IT service-related expenses; previously purchased PPE as well as future purchase of additional laptops and accessories to complete our platform transition.

Because of COVID limitations, we experienced a loss of revenue due to the inability to fundraise during the last half of FY2020 and through May of 2021, along with continued increased IT service-related expenses with remote capable requirements.

We appreciate your time and consideration.

Commissioners Court - Regular Session **29.**

Meeting Date: 08/10/2021

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	08/04/2021 02:39 PM
Form Started By: Becky Pruitt		Started On: 08/04/2021 02:16 PM
Final Approval Date: 08/04/2021		

Commissioners Court - Regular Session **30.**

Meeting Date: 08/10/2021

BA Animal Shelter Capital Donation 8.10.21

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Background

The Animal Shelter has unspent capital campaign donation funds. The rabies quarantine areas must follow certain state criteria, such as remaining locked, so the animals have limited contact with humans. Using key locks has severe limitations. The rabies quarantine area must be accessible to Animal Control Officers anytime day or night in order to safely contain animals who have bitten a member of the public. With a badge reading system, we would be able to track who and when anyone entered the quarantine area. Shelter staff members must access the room through a key retrieved from a specific staff area. This method again does not track who had the key last or when they entered the room. There is also the risk of misplacing the key. The budget amendment is to install a badge reading system to improve accessibility.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.004999	Miscellaneous Expense	$6,240.26

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/04/2021 11:45 AM
Form Started By: Melanie Denny		Started On: 08/03/2021 09:30 PM
Final Approval Date: 08/04/2021		

Commissioners Court - Regular Session **31.**

Meeting Date: 08/10/2021

Revised WCEMS Financial Hardship Assistance Policy

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve Revised Williamson County EMS Financial Hardship Assistance Policy to meet new reimbursement guidelines, including granting Williamson County EMS Department Director or designee the delegated authority to make necessary managerial or administrative adjustments related to participation in this program going forward to enhance reimbursements and support operations.

Background

Williamson County EMS participates in the Texas Ambulance Services Supplemental Payment Program. In October 2019 new rules required participating ambulance providers to have an approved financial hardship/charity care policy and process to screen accounts based on guidelines from Healthcare Financial Management Association. The Williamson County EMS Financial Hardship Policy was approved and effective October 1, 2019. The approval of the policy allows Williamson County EMS to continue to participate in the Texas Ambulance Supplemental Payment Program. This policy will only be in effect as long as Williamson County EMS participates in the program. The purpose of the revised policy is to add automatic adjustment of annual Federal Poverty Guidelines, and inclusion of non-covered services provided to Medicaid patients and capture of non-responsive hardship applicants.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Revised Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/02/2021 12:14 PM

Form Started By: Michael Knipstein Started On: 08/02/2021 09:13 AM

Final Approval Date: 08/02/2021

Williamson County EMS Financial Hardship Assistance Policy

Purpose: To objectively evaluate the financial ability of patients to make payments for their ambulance services and make appropriate decisions as to when a waiver may be appropriate.

This policy is in effect during the time Williamson County EMS participates in the Texas Ambulance Services Supplemental Payment Program.

Background: As discussed in this "Financial Hardship Assistance Policy", many patients may be unable to make payment of the cost sharing amount, or the total amount due for the ambulance service that was provided. In the interest of being compassionate for the less fortunate, but also to avoid improper discounts and to maximize collection of accounts receivables, ambulance services should employ a financial hardship determination policy to make discretionary, case-by-case determinations as to when financial hardship is met, and when a discount or waiver should be offered. Most insurers/payors require a patient to make partial payment (e.g. the cost-sharing, or co-payment and deductible amount). Financial hardship determination is the exception, not the rule.

Policy: Waivers of payments, and other discounts will be made on a discretionary basis, taking such considerations as financial hardship and ability to pay into account.

Procedure:

1) Patients will be billed promptly for any balance due. This includes billing for cost-sharing amounts for patients with some type of insurance (e.g. Medicare, Commercial) as well as billing the patient directly, where the patient has no insurance. Attempts to collect payment and deductible amounts (after insurance has paid) from the patient may be waived in the following circumstances:
    a. If the patient is a resident of the County (identified by their billing address and zip code), contacts billing to negotiate their balance. The remaining amounts beyond cost-sharing (coinsurance and/or deductible) may be adjusted. A discounted rate to meet the Basic Life Support rate (BLS) or Advanced Life Support rate (ALS) will be offered. A patient will be responsible for any deductible or co-insurance.
2) Attempts to collect co-payments or deductible amounts or payment in full from the patient may be revised in the following circumstance:

    a. If the patient contacts Williamson County EMS and indicates they are suffering a financial hardship and are unable to make payments, the patient will be offered the following options:

    Step 1: Ensure that insurance benefits have been maximized
    Step 2: Payment plan
    Step 3: Review of County Resident Status – discounted rate
    Step 3: Financial Hardship consideration - guidelines are listed below
    Step 5: Continue dunning process and refer to Williamson County EMS exhausted efforts policy

A patient is eligible to be declared a "Financial Hardship" case and may be eligible for discounted services if his personal income is at or below the following income levels:

Size of Household	*Income Guidelines for 50% Discounted Service*	*Income Guidelines for 100% Discounted Service*
1	*$18,210*	*$12,140*
2	*$24,690*	*$16,460*
3	*$31,170*	*$20,780*
4	*$37,650*	*$25,100*
5	*$44,130*	*$29,420*
6	*$50,610*	*$33,740*
7	*$57,090*	*$38,060*
8	*$63,570*	*$42,380*

For families with more than 8 members, add $4,320 to the 100% discount for each additional family member, and add $6,480 to the 50% discount. The 50% discount is based upon 150% of the 2018 Poverty Income Guidelines for the 48 contiguous states. The 100% discount represents the 2018 Poverty Income Guidelines for the 48 contiguous states (separate standards apply for Alaska and Hawaii). Poverty Guidelines as published in the Federal Register annually. The 2018 figures were published at 83 FR 2642 (January 18, 2018). Under this policy, adjustments shall be made in order to follow newly published and current Federal Poverty Income Guidelines, as amended.*

*Families will be defined as:
Using the Census Bureau definition, a group of two or more people who reside together and who are related by birth, marriage, or adoption. According to Internal Revenue Service rules, if the patient claims someone as a dependent on their income tax return, they may be considered a dependent for purposes of the provision of financial assistance.

3) If a patient is unable to maintain a minimal repayment plan and claims financial hardship, the patient will be requested to provide the following:
   a. Proof of approval for alternate assistance programs or life circumstances listed in the included application.
   b. A copy of tax returns (or W-2 forms, at least) for the previous year. Returns or W-2 forms for the previous 2 years are preferred. Completed items on the enclosed application listing current monthly income and expenses, with supporting documents.

4) Non-covered services provided to Medicaid patients and non-responsive hardship applicants are presumed charity care.

5) If financial hardship does not apply, the patient must make routine time payments on their account. If promised payments are not made, the patient will be referred to Williamson County EMS per exhausted efforts policy.

6) Only the Williamson County EMS Billing Account Manager may approve a financial hardship case. Under no circumstances may personnel disclose hardship criteria to the patient. Personnel should gather as much information as possible from the patient and present this information to the Billing Manager for approval. The hardship determination will be communicated to the patient within thirty days of the receipt of the application. A determination letter will be mailed to the patient. If the patient

exceeds the income criteria, they will be billed in accordance with the direction of theirinsurance company, if any. A patient's financial and insurance status is subject to change. If a patient qualified for financial hardship at one time does not mean that the patient will qualify for transports in the future. Past showing of financial hardship shall not preclude future attempts to collect on future transports.

Williamson County EMS Financial Hardship Determination Response Letter

(To be sent to patient after review of financial information)

The law requires that emergency medical service providers must attempt to collect any unpaid portion of the annual Medicare Part B or insurance deductible and the applicable co-insurance amount from the beneficiary. However, two conditions may permit the emergency medical service provider to waive collection of these amounts. One of the conditions is that of financial hardship for the beneficiary to meet such payment amounts.

Based upon discussions with you, the emergency medical service provider has determined that, due to your current financial situation, you are unable to pay the unpaid portion of your deductible and/or the co-insurance amount. Due to these circumstances, the emergency medical service provider waives your obligation for payment of the charges for the following service:

Service:_____ Charge:_____ Date:_____

Amount waived:_____

Service: _____ Charge:_____ Date:_____

Amount waived:_____

However, if future discussion with you regarding your financial situation indicates that your situation has improved enough to enable you to pay, the emergency medical service provider will require payment of charges incurred for that date of service.

Statement of Agreement: "I understand that the emergency medical service provider is waiving collection of the Medicare deductible/co-insurance or other balances in my case due to financial hardship. I also understand that the emergency medical service provider can and will begin to attempt to collect charges should my financial situation improve."

_____ _____

Signature of Beneficiary Date

_____ _____

Signature of Billing Management Representative Date

Commissioners Court - Regular Session **32.**

Meeting Date: 08/10/2021

retention

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 additional funding for County Courts at Law #2 and #3 for salary alignments/retention dollars.

Background

The request is for retention dollars for PCN 0701 in County Court at Law #2 and PCN 0705 with County Court at Law #3. Retention dollars could be added to the salaries for FY22 or, if there is support to visit it this fiscal year, I can place an item and public hearing back on the agenda for August 17. The request is being made on behalf of Judge Barker and Judge Arnold due to a recent policy change in December 2020 regarding Court Administrators.

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	08/04/2021 08:00 AM

Form Started By: Rebecca Clemons Started On: 08/02/2021 12:18 PM

Final Approval Date: 08/04/2021

Commissioners Court - Regular Session **33.**

Meeting Date: 08/10/2021

EPM.6

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 the FY22 Employee Policy Manual.

Background

Redlined changes are on pages 10,12 and 26. Additional discussions may be had regarding other policies within the manual, including but not limited to, compensation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

draft6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/04/2021 08:01 AM

Form Started By: Rebecca Clemons Started On: 08/02/2021 12:33 PM

Final Approval Date: 08/04/2021

WILLIAMSON COUNTY
1848



Employee Policy Manual

Effective December 15, 2020

TABLE OF CONTENTS

About Williamson County..... 1

Employment..... 2

Work Environment..... 7

- Leave..... 8
- Benefits..... 15
- Expenditure Guidelines..... 16

Compensation..... 22

Employee Responsibilities..... 31

DOT Regulated Testing 37

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

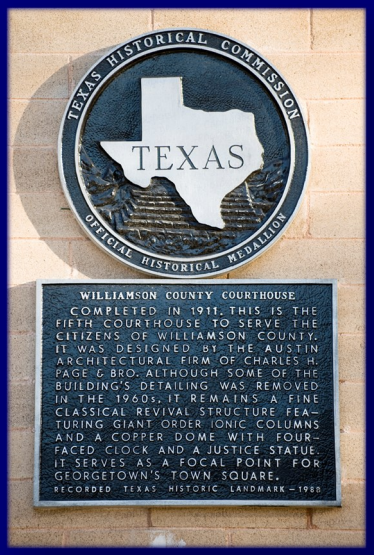
Employees transferring from one County office or department to another should give at least a two week written notice to their current official/department head. The current official/department head may waive the two week period. If an employee status changes from a non-exempt to an exempt position, the 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.
COMMUNICABLE DISEASE EXPOSURE	Used by employees that must miss work due to a communicable disease exposure	N/A	• Eligible employees are defined in LGC Chapter 180 by H.B. 2073. • Quarantine reimbursements may apply for reasonable costs. • Leave must be ordered by supervisor or local health authority. • 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	• Relationship to PTO	• Status Reports
• Employee Benefits	• Notification	• Intermittent Leave
• Group Health Benefits	• Certification of Health	• Failure to Return from FMLA Leave
		• Baby Bonding 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

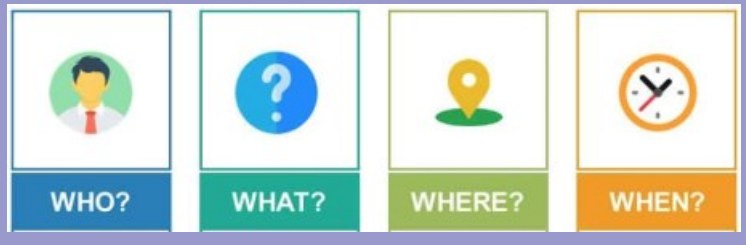
Type	Policy
Airfare	• Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route, an early departure, or a delayed return trip for personal preference or convenience (supporting documentation showing the fee comparison is required). • Airfare must 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.~~ added to their annual salary. If an employee reaches the maximum of their grade, a lump sum may be issued.	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.

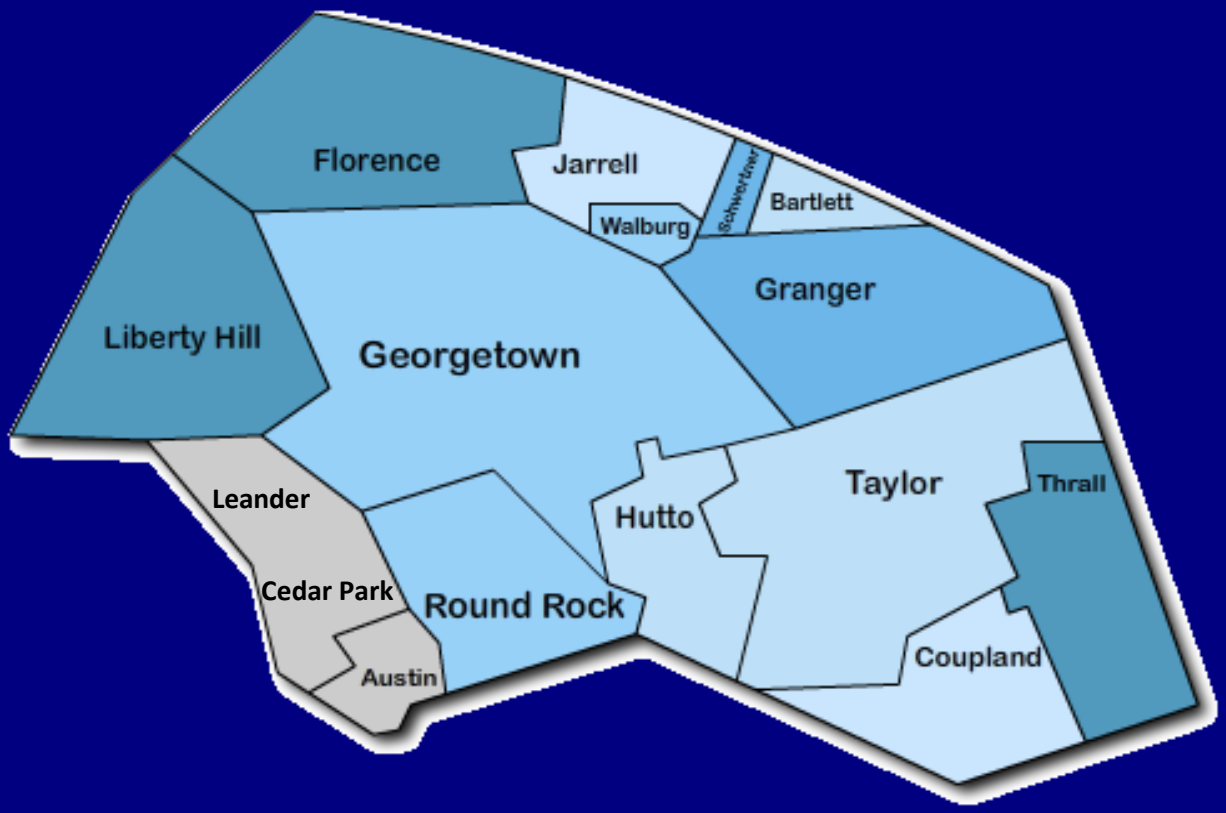
For additional policy information contact the Human Resources Department or visit the policy center.

100 Wilco Way Suite HR101

Georgetown, TX 78626

512-943-1533

HUMAN RESOURCES



Commissioners Court - Regular Session **34.**

Meeting Date: 08/10/2021

CBIZ Valuation Group, LLC Proposal for Wilco Property Insurance Valuation Services

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement between Williamson County and CBIZ Valuation Group, LLC for Property Insurance Valuation Services in the amount of $39,200.00, and authorizing the execution of the agreement.

Background

This service agreement provides for a comprehensive analysis and update to the County's buildings and insurable site improvements for the purpose of accurately insuring all buildings. A re-rate from the county's insurance broker, Lee Insurance Agency, is issued each year on October 1 st. An accurate value for buildings and property is required to assure that the county does not under insure its property.

Three (3) firms were sourced for price proposals and qualifications. The CBIZ proposal, for $39,200.00, provides the best value to the County. This service is not an appraisal for market value purposes but a value assessment for insurance purposes. The process will utilize comprehensive underwriting data to complete the report. This exercise is completed every 3-5 years.
Human Resources Department contact is Malea Schmitt. FY 21 Funding Source is 01.0885.0885.004996.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CBIZ COUNTY ADDENDUM FOR PROPERTY INSURANCE VALUATION SERVICES
CBIZ PROPOSAL

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/04/2021 07:56 AM
Form Started By: Joy Simonton		Started On: 08/02/2021 11:56 AM
Final Approval Date: 08/04/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR PROPERTY INSURANCE VALUATION SERVICES
(CBIZ Valuation Group, LLC)

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

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

I.

Incorporated Documents and Resolving Conflicting Terms: 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. CBIZ's Proposal for Property Insurance Valuation Services, dated July 28, 2021 (with terms and conditions); and
B. This Williamson County Addendum.

Due to the fact that this Agreement involves expenditures of public monies, any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

II.

No Agency Relationship: It is understood and agreed that CBIZ shall not in any sense be considered a partner or joint venturer with The County, nor shall CBIZ 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. CBIZ 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 CBIZ 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 CBIZ 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: CBIZ will be compensated as set forth in CBIZ's Proposal dated June 29, 2021, which is incorporated herein as if copied in full. **The not-to-exceed amount is $39,200.00, unless revised through a signed amendment approved by the Williamson County Commissioners Court.**

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

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon

giving 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: CBIZ 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 CBIZ which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. CBIZ agrees that Customer shall have access during normal working hours to all necessary CBIZ 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 CBIZ reasonable advance notice of intended audits. In no circumstances will CBIZ be required to create or maintain documents not kept in the ordinary course of CBIZ' business operations, nor will CBIZ 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 or waiver of right to trial by jury.

X.

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

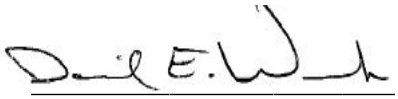
XI.

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:	CBIZ:
_____	
Authorized Signature	Authorized Signature
Date:_____, 2021	Date: July 29, 2021



Williamson County – McGriff Insurance Services
Property Insurance Data Review & Recommendations

July 27 , 2021

David Werch, ASA
Managing Director – Tangible Asset Practice
CBIZ Valuation Group, LLC
dwerch@cbiz.com
469.261.6506

Property Insurance Emergent Issues

- Carriers placing higher importance on accurate property values and detailed exposure data.
- Property/casualty insurance policyholders are seeing accelerating rate increases and a reduction of capacity in certain lines of business and this trend is expected to continue.
- In property, up to 40% and higher rate increases are being seen across all categories, with CAT-exposed properties, loss leaders and frame multifamily properties seeing the higher increases.
- Carriers are asking for and achieve increased rates, increased deductibles, and reduced coverage especially in the distressed areas.

The Value of Data

Insurance Carrier Request Detailed Property Data Request

- Missing data = Uncertainty
- Uncertainty = Addition Cost
- Certainty = Favorable Pricing & Terms

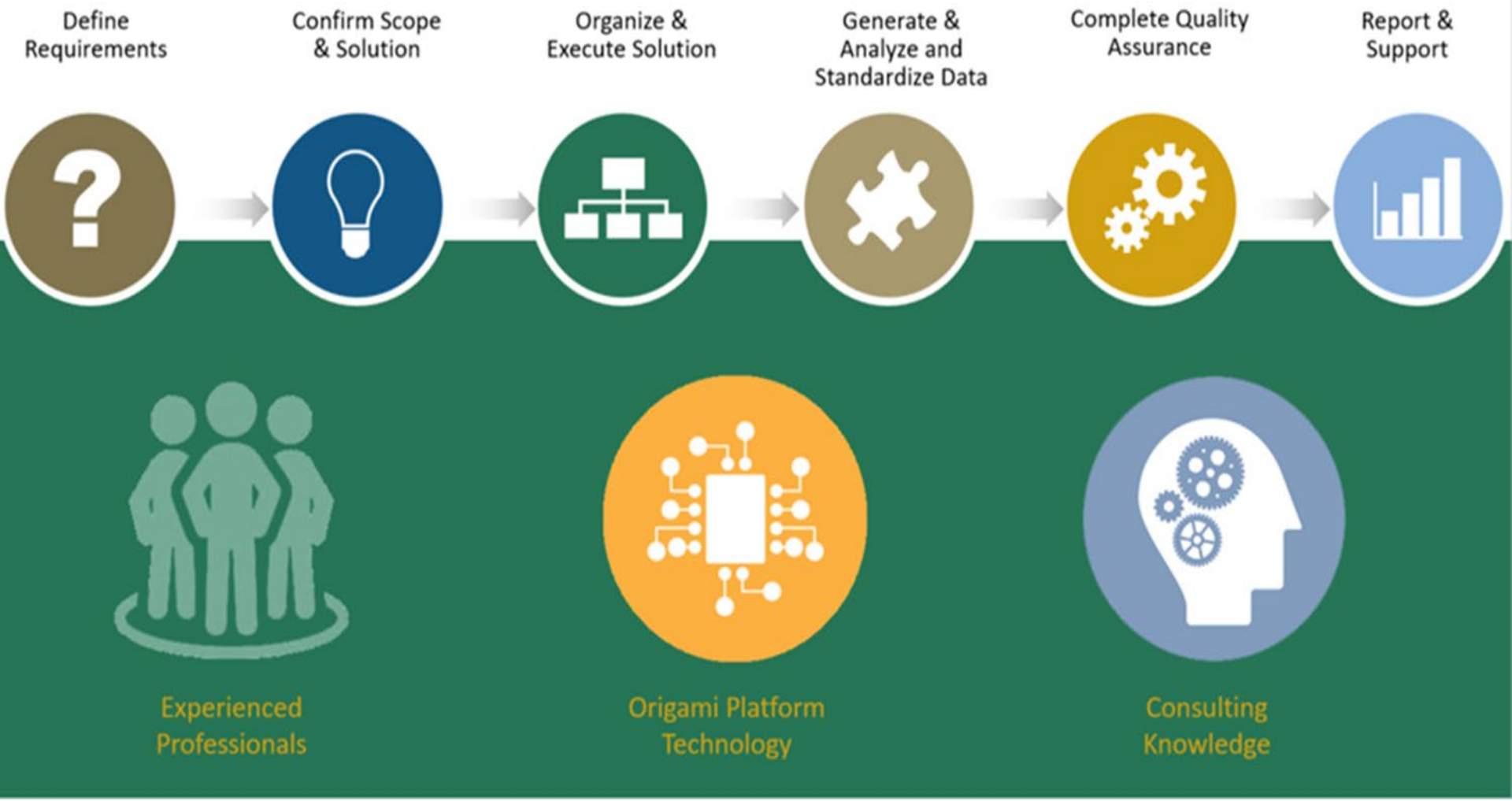
"*Although well-publicized improvements have been made to address model-based shortcomings, the inability of insurers and reinsurers to obtain complete and accurate exposure data continues to pose a major threat. The adage of 'garbage in, garbage out' should not be taken lightly, with RMS/AIR reporting that when missing or incorrect information is improved, model results vary by a factor of four on a single building or by up to 25% across a portfolio*" – Global Reinsurance

Statement of Values Review – Williamson County

Property Data Outliers – Impacting cost and terms

- Construction classes are not listed and they need to be confirmed through a site visit;
- Square foot costs – typically a sign of cost estimating and not taking into account the specific ISO classes of the existing construction. This could lead to being over insured at some buildings or locations especially if there are buildings that are older in age;
- Square foot costs ranging between $31.25 to $796;
- Missing square footages for many buildings;
- COPE and secondary data shortcomings are not all listed but need to be confirmed through a site visit. Typical data collected will include:
  - ISO classifications
  - Roof – age, covering type, frame type, geometry
  - Vacant buildings – Y/N
  - Plumbing/Electric
  - HVAC – type of systems
  - Alarms – automatic or manual fire alarms for each building, % of building covered and how their monitored
  - Sprinkler System – type of system(s), % of building covered and how their monitored
  - Special building features – back up generator, fire suppression system, etc.
  - Minor Structures – not reported for all locations

Appraisal Program Organization



Recommendations

- Consider implementing a property valuation program:
  - Uniformly collect and manage valuation and exposure data for buildings, modeling contents and insurable site improvements;
  - Project scope would include the on-site inspection of each building/structure identified on the SOV, adding any missing buildings from the SOV, modeling contents and the insurable land improvements. During the site inspections, basic construction components including COPE data will be observed and specific data collected to assist with the valuation process. Square footage will be calculated using a combination of physically measuring the buildings, satellite imagery and/or conducting take-offs of blueprints. A digital photo will be taken of each structure inspected and incorporated into our building detail reports. Our deliverables will include a narrative report with building summary report by location, building detail reports and an Excel file of all the building and site improvement data.
  - Appraisal Options – inclusive of expenses:
    - Appraisal of all buildings - $39,200;
    - Appraisal of buildings over $5.0 million in building value - $9,500 or;
    - Appraisal of Top 5 buildings by building value - $6,000;
  - Currently, our delivery is 10 – 15 business days after completing the site visits and valuation, which is well in advance of your October 1st renewal;

- Utilize comprehensive property appraisal and underwriting data to remarket program for most preferable terms and rates.

Commissioners Court - Regular Session **35.**

Meeting Date: 08/10/2021

Gartner Inc. Services Agreement for IT Department Management Consulting

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Gartner, Inc. and Williamson County for a one-year, management consulting services agreement to include Gartner Access for Technical Professionals and IT Leaders in the amount of $100,991.58 pursuant to DIR contract #DIR-TSO-4099, and authorizing execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Information Technology Systems Department. Gartner provides research, expert advice, contract reviews, best practices, and industry insights through their website, one-on-one sessions, articles, and conferences. They are industry experts in IT and are vendor neutral when assisting in evaluating solutions. Agreement is attached that includes links to view more information about each type of access listed in this agreement. Department contact is Richard Semple. This expenditure will be charged to 01.0100.0503.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/05/2021 09:29 AM
County Judge Exec Asst.	Becky Pruitt	08/05/2021 09:32 AM
Form Started By: Erica Smith		Started On: 08/02/2021 03:18 PM
Final Approval Date: 08/05/2021		

APPENDIX D to DIR Contract No. DIR-TSO-4099

Gartner, Inc. Services Agreement for Williamson County ("Customer")

This Service Agreement ("**SA**") and DIR Contract No. DIR-TSO-4099 constitutes the complete agreement between **Gartner, Inc**. of 56 Top Gallant Road, Stamford, CT 06904 ("**Gartner**") and Customer for the Services (as defined below). The SA is based upon and governed by the Contract for Services with the State of Texas Department of Information Services ("DIR") Contract No. DIR-TSO-4099, between Gartner and DIR, the terms of which are incorporated by reference for use by the Customer. The General Terms contained herein and all applicable Vendor Services Descriptions shall apply to this SA and shall be effective when signed by both parties. Customer agrees to subscribe to the following Services for the term and fees set forth below. All fees shall be as set forth in Appendix C of DIR Contract No. DIR-TSO-4099.

1. DEFINITIONS AND ORDER SCHEDULE

a. Services are the subscription-based research and related services purchased by Customer in the Order Schedule below and described in the Service Descriptions.

b. Service Descriptions, the terms of which are incorporated by reference**,** are attached to this SA and describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service.

Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Customer adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Summary of Services for WILLIAMSON COUNTY

Service Name	Level of Access	Quantity	Name of User to be Licensed	Contract Term Start Date	Contract Term End Date	Annual Fee USD	Total Fee USD
Gartner for Technical Professionals	Advisor Small and Midsize Business Enterprise Access	1	Access for all IT staff	01-OCT-2021	31-OCT-2022	$62,671.00	$67,893.58
Gartner for IT Leaders	Individual Access Advisor	1	Richard Semple	01-OCT-2021	31-OCT-2022	$30,552.00	$33,098.00
				Term Total	(Excluding applicable taxes)		$100,991.58

1-26YA35QA 2112 WRD OS FA000112

2. SERVICE DESCRIPTIONS:

Service Name/ Level of Access	Service Description URL
Gartner for IT Leaders Individual Access Advisor	http://sd.gartner.com/sd_itl_individual_advisor.pdf
Gartner for Technical Professionals Advisor Small and Midsize Business Enterprise Access	http://sd.gartner.com/sd_techpro_advisor_smb.pdf

DS

3. PAYMENT TERMS

Gartner will invoice Customer in advance for all Services. Payment shall be in accordance with Section 7 of Appendix A of the DIR Contract DIR-TSO-4099.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Customer will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect.

4. CUSTOMER BILLING INFORMATION

Purchase Order Number	*Billing Address*
Invoice Recipient Name	*Invoice Recipient Email* / *Invoice Recipient Tel. No.*

5. AUTHORIZATION

State of Texas Customer:	**Gartner, Inc.** DocuSigned by: Ashley Beluch 3C6861B4DAC2436... July 30, 2021
Signature/Date	*Signature/Date*
	Ashley Beluch Senior Contracts Specialist
Print Name and Title	Print Name and Title

DS AB

General Terms and Guidelines for Vendor's Services

1. This SA for subscription-based research and related services (the "**Services**") is subject to Section 8.B. of Appendix A of the DIR Contract No. DIR-TSO-4099.
2. ***Services*** are the subscription-based research and related services described herein. Service Descriptions, Names and Levels of Access are as detailed for each product offering. Vendor may periodically update the names and the deliverables for each Service.
3. ***Modification of Services by Vendor*.** In order to remain current and timely in its Service offerings, Vendor may make minor modifications from time to time in the content of any Service. If Vendor discontinues any Service in its entirety, Customer may, at its option, receive a substitute Service, or obtain a pro rata refund of the fees paid for the discontinued Service.
4. ***Licensed User*** is the individual named in the Customer Purchase Order who is licensed to use the Services. Customer will limit access to the Services to the agreed upon number of Licensed Users.
5. ***Ownership and Use of the Services*.** Vendor owns and retains all rights to the Services not expressly granted to Customer. Only the individuals named in the Customer Purchase Order (each a "**Licensed User**") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Customer agrees to review and comply with the ***Usage Guidelines for Gartner Services*** (**"Guidelines"**), which are accessible to all Licensed Users via the "Policies" section of www.gartner.com. Among other things, these Guidelines describe how Customer may substitute Licensed Users, excerpt from and/or share Vendor research documents within the Customer organization, and quote or excerpt from the Services externally. Customer may not redistribute copies of individual research documents, by electronic means or otherwise, to non-Users without Vendor's prior written permission. Licensed Users may not reproduce or distribute the Services externally without Vendor's prior written permission, except for external distribution, in their entirety only, of reprints of individual documents purchased by Customer.

   Customer may excerpt from the Services for external use only if Customer obtains the prior written approval of Gartner Quote Requests, at quote.requests@gartner.com. Any approved external use of the Services must comply with Vendor's *Copyright and Quote Policy* which may be viewed on the Gartner Vendor Relations section of www.gartner.com. Services may not be stored by Customer on any information storage and retrieval system.
6. ***Access to the Services***. ID's for access to Vendor Core Research and Analyst Inquiry may not be shared. Access to the Services is restricted to the number of named individuals (each a "Licensed User") as identified in the Customer Purchase Order.
7. ***Monitoring of Usage*.** Customer acknowledges and agrees to inform all Licensed Users that Vendor may monitor activity on Vendor's web site, including access to, and use of, the Services by individuals. Upon request, Customer agrees to provide Vendor with assurance from a responsible party (or other relevant evidence) of compliance with these usage terms.
8. ***DISCLAIMER OF WARRANTIES***. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND VENDOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CUSTOMER RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. VENDOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CUSTOMER MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CUSTOMER UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.
9. ***Applicable Law***. This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Texas, without reference to its conflict of law principles, venue for disputes shall be Travis County, Texas.
10. ***Customer Confidential Information.*** To the extent allowable under the Texas Public Information Act, Vendor agrees to keep confidential any Customer-specific information communicated by Customer to Vendor that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Vendor; (3) entered the public domain through no fault of Vendor subsequent to Customer's communication to Vendor; (4) is in Vendor's possession free of any obligation of confidence at the time of Customer's communication to Vendor; or (5) is communicated by the Customer to a third party free of any obligation of confidence. Additionally, Vendor may disclose such information to the extent required by legal process. Customer acknowledges that Vendor is in the business of researching and analyzing information technology and this obligation of confidence shall not apply to information obtained by Vendor's research, analysis or consulting organization(s) from other sources.

DS

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

12. **Right to Audit:** Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. 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's 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.

DS
AB

Commissioners Court - Regular Session **36.**

Meeting Date: 08/10/2021

CAECD Interlocal for 9-1-1 Database for FY2022

Submitted For: Richard Semple **Submitted By:** Teresa Baker, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Interlocal Amended Contract for Next Generation 9-1-1 Database Program for FY 2022 with the Capital Area Emergency Communications District (CAECD).

Background

CAECD/CAPCOG entered into an Interlocal Agreement (ILA) with
Williamson County on October 1, 2020 This amendment is authorized under Section 13.3 of the original
ILA, which amendments by mutual agreement. The purpose of this amendment is to update the scope
of work and data requirements related to the transition to Next-Generation 9-1-1 (NG9-1-1) that is
expected to occur between September 30 and December 31, 2021, and to extend the performance
period and add funding to cover the costs of performing work during these months.

Reference attached executed Williamson County-CAPCOG 9-1-1 GIS ILA FY 2021 (Commissioner's Court 8/4/2020)

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY 2022 Williamson County GIS Contract Amendment

Executed Williamson County-CAPCOG 9-1-1 GIS ILA FY 2021

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/04/2021 03:40 PM
County Judge Exec Asst.	Becky Pruitt	08/04/2021 03:56 PM
Form Started By: Teresa Baker		Started On: 08/04/2021 10:57 AM
Final Approval Date: 08/04/2021		

Amendment 1 to Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management

The Capital Area Council of Governments ("CAPCOG") entered into an Interlocal Agreement (ILA) with Williamson County on October 1, 2020 This amendment is authorized under Section 13.3 of the original ILA, which amendments by mutual agreement. The purpose of this amendment is to update the scope of work and data requirements related to the transition to Next-Generation 9-1-1 (NG9-1-1) that is expected to occur between September 30 and December 31, 2021, and to extend the performance period and add funding to cover the costs of performing work during these months.

AMENDMENT

Section 4: Effective Date and Term of Contract is amended as follows:

4.1: This contract takes effect October 1, 2020, and terminates on ~~September 30~~ December 31, 2021, unless terminated sooner under Section 10.

Section 5: Contract Price and Payment Terms is amended as follows:

5.1: For work performed under this agreement, CAPCOG agrees to compensate Williamson County an amount not to exceed $503,227.20.

5.2: Williamson County agrees to invoice CAPCOG for ~~one quarter of~~ the amounts listed under section 5.1 within five business days of the end of each of the following quarters and as directed by CAPCOG for work performed during these quarters:

> October 1 – December 31, 2020: $99,577.27, due by close of business, Friday, January 8, 2021;
>
> January 1 – March 31, 2021: $99,577.26, due by close of business, Wednesday, April 7, 2021;
>
> April 1 – June 30, 2021: $99,577.26, due by close of business, Thursday, July 8, 2021;
>
> July 1 – September 30, 2021: $99,577.26, due by close of business, Thursday, October 7, 2021; and
>
> October 1 – December 31, 2021: $104,918.15, due by close of business, Monday, January 10, 2022.

Attachment A: Scope of Work is amended as indicated in Attachment A to this document.

Attachment B: Technical Requirements is amended as indicated in Attachment B to this document.

Williamson County	CAPITAL AREA COUNCIL OF GOVERNMENTS
By: _____	By: _____
Name: _____	Betty Voights
Title _____	Executive Director
Date: _____	Date: _____

Date of County Governing Body Approval:

_____

Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between CAPCOG and the PUBLIC AGENCY to help ensure that efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District. In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP);
2. The correct emergency service provider must be dispatched to the appropriate location; and
3. The emergency responders must be able to know the most efficient route to reach that location.

Definitions

Core 9-1-1 GIS data terminology:

1. **9-1-1 GIS Database**: The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points (SSAPs), road centerlines (RCLs), PSAP boundaries, Emergency Service Boundaries (ESBs), Emergency Service ~~z~~Zone (ESZ) boundaries, and city limit (municipal) boundaries for the PUBLIC AGENCY's provisioning boundary
2. **Data Layer**: Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
3. **Address Points (SSAPs)**: A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.
4. **Road (Street) Centerlines (RCLs)**: A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range
5. **City Limit (Municipal) Boundary**: A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.
6. **Automatic Location Information (ALI) Database**: A tabular database of landlines~~ telephone~~ numbers with associated location information used to route 9-1-1 calls to a PSAP.
~~5.~~7. **Master Street Address Guide (MSAG) Database:** A tabular database of street names and house number ranges within their associated communities defining ESZs and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.

Specialized NG9-1-1 GIS terminology:

1. **Provisioning Boundary**: The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

   ~~Note:~~

The provisioning boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a provisioning boundary include (but are not limited to): municipal annexations, disannexations, consolidation of two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

2. ~~Public Safety Answering Point (~~**PSAP**~~)~~ **boundary**: The authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
3. **Emergency Service Boundary (ESB)**: A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an Emergency Medical Services (EMS) ESB layer.
4. **Emergency Service Zone (ESZ)**: A polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
5. **Database Schema**: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations.
~~5.~~6. **Geo-MSAG**: A geospatially-based database that replaces the MSAG and is created and managed using a road centerline GIS dataset. A city or county must first transition from a traditional tabular MSAG to a Geo-MSAG before it can transition to NG9-1-1. In order to qualify to initiate the transition to a Geo-MSAG, a county must achieve at least 98% match between ALI to RCL records as described later in this document.
~~6.~~7. **Globally Unique IDs (GUIDs)**: A unique identifier that is assigned to each record (feature) in an PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

Quality Control terminology:

1. **Enterprise Geospatial Data Management System (EGDMS)**: A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that affect call and dispatch routing that will ultimately be used by the PUBLIC AGENCY ~~that~~ to provision~~s~~ (determines acceptable) data ~~for~~ to CAPCOG's NG9-1-1 system in the near future. EGDMS cannot assess "significant" errors that affect dispatch.
2. **Data Hub**: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in an PUBLIC AGENCY's 9-1-1 GIS database. DataHub is the system that will provide data to a call taker's map display in the near future.
3. **New Error**: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time.
4. **Legacy Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update

5. **Accuracy Rate**: The percentage of features that have been assessed by EGDMS, DataHub, or both, as being free of errors or matching a related database.

~~5.~~6. **Error Rate**: The ~~ratio of total number of~~percentage of features that have been assessed as having a critical error, significant error, or as not matching a related database.~~ errors to total number of features (records) within a specific data layer, or in aggregate for a defined geographic area~~

~~6.~~7. **Critical Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database ~~update found by the AT&T/Intrado Enterprise Geospatial Database Management (~~assessed by EGDMS~~)~~ or ~~GeoComm's~~ DataHub ~~quality control software~~ that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.

~~7.~~8. **Significant Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems.

~~8.~~9. **Other Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error.

Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

Task 1.A: PUBLIC AGENCY shall submit to CAPCOG, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. City limit boundaries
4. PSAP boundaries
5. Law ESB
6. Fire ESB
7. Emergency Medical Service ESB

~~7.~~8. ESZs

~~8.~~9. Other pertinent information

Data submitted by PUBLIC AGENCY must adhere to requirements laid out in Attachment B.

Task 1B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, ~~alter PSAP boundaries, or alter ESB boundaries~~alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. When such changes occur, PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries,

provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

Task 1C: PUBLIC AGENCY shall be responsible for conveying any relevant information deriving from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its provisioning boundary.

Task 1D: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs/ESZs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting. Such information includes, but is not limited to, annexation notices, disannexation notices, and interlocal agreements related to emergency services and coverage areas. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the PUBLIC AGENCY in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted by PUBLIC AGENCY are found to have errors. PUBLIC AGENCY is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Task 1.E: PUBLIC AGENCY shall send at least one representative to each scheduled quarterly 9-1-1 GIS User Group meetings (GMUG) and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 2: GIS Work

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. CAPCOG's expectation is that this work would by a person, either on staff or subcontracted by the PUBLIC AGENCY, with responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.[1] . PUBLIC AGENCY must maintain at least one ESRI ~~'s~~ ArcGIS software license as specified in Attachment B in order to carry out this work. Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database. This will be provided in ESRI File geodatabase format (.gdb) pursuant to CAPCOG guidance at least once a month to CAPCOG, or more frequently as specified by CAPCOG once PUBLIC AGENCY has completed the transition to NG9-1-1. PUBLIC AGENCY shall first submit data to EGDMS and Data Hub in order to address any mismatches between the ALI database and PUBLIC AGENCY's RCL and address point data, "critical" errors, ~~or~~ and "significant" errors. These quality control systems require the 9-1-1 GIS database to match the standardized database schema (data model) for these systems through field-matching (field-mapping) procedures and other standards. Based on the recommendations of CAPCOG's GIS Planning Committee, CAPCOG staff will develop performance

[1] Available online at: http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/

standards for target error rates, and will communicate these performance standards to PUBLIC AGENCY at a later date through guidance.

Task 2.B: PUBLIC AGENCY shall address any errors identified by EGDMS and Data Hub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

Task 2.C: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers.

Task 2.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 2.E: In addition, PUBLIC AGENCY shall maintain the ~~automatic location information (~~ALI~~)~~ and MSAG databases within the PUBLIC AGENCY's provisioning boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map, and providing ~~Master Street Address Guide (~~MSAG~~)~~ updates and corrections to the database vendor. If PUBLIC AGENCY has met the required 98% match between ALI to RCL s determined by Intrado and transitioned to a GeoMSAG, MSAG database updates and management will be made through uploads of the RCL GIS feature class to EGDMS.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's provisioning boundary, PUBLIC AGENCY shall provide a summary of actions taken each month relevant to the 9-1-1 GIS database ~~or certify that no action was taken relevant to the 9-1-1 GIS database~~, including any new records added since the last update and errors corrected.
- ~~If applicable, t~~The date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database each month of the quarter.
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG.
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues ~~in the prior month~~during the quarter and corrective action that will be taken to address and prevent such issues in the future, including:
    - Late or incomplete data submissions;
    - ~~Submission of data with legacy errors;~~
    - ~~Submission of data with new errors;~~
    - Failure to meet performance expectations for ALI to RCL match accuracy rates, critical error accuracy rates, ~~and~~ or significant error rates; and
    - Any other issue identified by CAPCOG in a performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

CAPCOG Guidance and Direction

In addition to the Performance Reports identified in Task 2.B, CAPCOG may issue technical guidance or direction to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

Prior to transitioning PUBLIC AGENCY to NG9-1-1, CAPCOG will issue an addendum with a modified scope of work that will cover expectations once a transition to NG9-1-1 occurs. CAPCOG also anticipates issuing updated performance goals for critical error accuracy rates, significant error accuracy rates, and frequency of database updates once a local government has transitioned to NG9-1-1 following the 7/23/2021 GISPC meeting.

CAPCOG NG9-1-1 Transitional GIS Data Requirements

Version 2.0~~ 3~~ (~~2017~~2021)

1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI) and use in a Next Generation 9-1-1 system which relies on GIS for call and dispatch routing through the), Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management ~~Capital Area Emergency Communications District Interlocal Contractfor Geographic Information System Data and the Capital Area Emergency Communications District Interlocal Contract for Next Generation 9-1-1 Database Program documents~~ and is commonly called “Attachment B Requirements”.

The GIS Data requirements in this document are a condensed version of, and based upon, data standards created by NENA (National Emergency Number Association) ~~standards~~ as they are developed and evolve over time~~. We are in a lengthy transitional period to Next Generation 9-1-1 (NG9-1-1)~~. These d~~D~~ata model standards should be more thoroughly reviewed in the “NENA Standard for NG9-1-1 GIS Data Model” document. Specifics regarding address point placement methodologies should be reviewed in the “NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1” document. There are other useful resources and training, as well, that~~and~~ CAPCOG has created and ~~will~~ can provide. ~~several of these on its own Web Site.~~

As per “Task 1.A and Task 2.A” in “Attachment A: Scope of Work”, p~~P~~lease provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format to the GeoComm GIS Data Hub, Intrado EGDMS, and CAPCOG FTP location by close of business the~~the~~ 1st business day of each month. This ensures that data is available for the PSAPs~~h~~ by close of the 7th business day of that month. ~~-~~Submissions may be sent up to five business days before the 1st business day of the next month, but ideally would be sent on the 1st business day as CAPCOG wants to capture as many edits as possible that happen over the course of a given month. ~~-~~Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction, and must be returned by close of business the 5th business day, however, this does not guarantee that the submission will be included in the dataset provided to the PSAPs. If there is a situation in which a submission is not possible by the end of the 1st business day of the month, CAPCOG must be made aware and will work with county~~.~~ to obtain that month’s data. ~~To be included in thatmonth’s PSAP update, the data must be returned to CAPCOG by the 5th business day of that month.~~

CAPCOG will update, create, and otherwise manage the PSAP and Provisioning Boundaries for each local jurisdiction and provide these data layers to jurisdiction for Task 2: GIS Work. CAPCOG will also provision these datasets to both quality-control systems for their use in call and dispatch routing as well as map display and reference. As described in “Task 1B, county shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to county in a timely manner. When such changes occur, local jurisdiction shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB/ESZ boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the local jurisdiction in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted are found to have errors. The local jurisdiction is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred. Note

that regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. ~~For example, the "L_ESN" field must be Text type with a character width of 5.~~ Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the "Database Format" sections for each dataset. The data fields shown as **M**andatory and **C**onditional must be present in the data. In the tables below, the column **M/C/O** is to indicate whether the attribute values is Mandatory (**M**), Conditional (**C**), or Optional (**O**).

- **Mandatory** signifies an attribute value must exist
- **Conditional** signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- **Optional** signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the **TYPE** column indicates the data type used for the data field.

- **TEXT** – string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9
- **DATE** – Date and **time** using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- **DOUBLE** – double precision floating point numeric values with decimals

LONG – whole numeric values ranging from -2,147,483,648 to 2,147,483,647 without ~~decimalsIn~~decimals in the GIS data tables below, the **WIDTH** column indicates the number of allowable characters withineach field.

2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation "DRVW" entered in the 'street name (ST_NAME)' field and have any other relevant attribute information completed, including the 'CLASS' field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes.

2.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	O~~M~~	LONG	DEFAULT	Unique segment ID *CAPCOG will populate prior to uploading to PSAP. -May also serve as a placeholder field to populate SITEUNGID field*
RCL_UNIQID	M	TEXT	100	~~ID for each road segment - CAPCOG will populate~~Globally Unique ID for each road segment. Ex. 894RCL@co.blanco.tx.us

COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with “UNINCORPORATED”
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with “UNINCORPORATED”
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. ”WARD 5 FRIENDSHIP DISTRICT”
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. “WARD 5 FRIENDSHIP DISTRICT”
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
L_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Left
R_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Right
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node
RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by ~~MSAG~~ ESN on Left. If theESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by ~~MSAG~~ ESN on Right. Must bePreceded by zeros if less than 5 digits, i.e. “00088” for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e.Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	**Legal** street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields : PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	O	TEXT	2	**B, FT, TF** for **B**oth, **F**ROM node to **T**O node, **T**O node to **F**ROM node
SP_LIMIT	O	LONG	DEFAULT	Posted speed limit in MPH
CLASS	M	TEXT	4	Street type designation code (See ROC Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

2.2 ROC Codes (‘Street Type’ Designation)

IH – Interstate

US – US highways

SH – State highways
FM – Farm to Market, Ranch Road, Ranch to Market
LS – City Street, County Road, Park Road, Recreational, Frontage Road
AC – Access Road, Crossover
PVT- Private Road
TR – Toll Road
RAMP- On-ramp, Off-ramp
DW – Driveways

2.3 Road Class Types
Primary
Secondary
Local (City, Neighborhood, or Rural Road)
Ramp
Service (usually along a limited access highway)
Vehicular Trail (4WD, snowmobiles)
Walkway (Pedestrian Trail, Boardwalk)
Alley
Private (service vehicles, logging, oil fields, ranches, etc.)
Parking Lot
Trail (Ski, Bike, Walking / Hiking Trail)

3 Site / Structure Address Points (AP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their true location or intended designation.

3.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	~~M~~O	LONG	DEFAULT	Unique site ID *CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate SITEUNGID field*
SITEUNQID	M	TEXT	100	Globally ~~Unique~~unique ID for each address site or structure. Ex. 2545AP@co.lee.tx.us ~~– CAPCOG will populate~~
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_PRE	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SUF	C	TEXT	15	Part of an address following the address number i.e. ½, B

PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass

PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	**Legal** street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to related street segment
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Preceded by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
BLDG	O	TEXT	75	One among a group of buildings that have the same address
FLOOR	O	TEXT	75	A floor, story or level within a building
UNIT	O	TEXT	75	A suite or group of rooms within a building that share the same entrance
ROOM	O	TEXT	75	A single room within a building
SEAT	O	TEXT	75	A place where a person sits within a building i.e. cubicle
LANDMARK	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address
MILEPOST	C	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	C	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school
POINT_X	O	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

4 Emergency Service Zones (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should be within +/- ~~50~~ 3 feet of their true location with no gaps or overlaps. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.**

4.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - *CAPCOG will populate*
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: ~~sip:sos.law@city.eoc.tx.us~~sip:sos@ausxtxem1.travis.tx.us
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code *CAPCOG will populate*
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forward slash "/" CAPCOG will concatenate
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

* Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service

5 Emergency Service Boundaries (ESB)

This polygon data consists of Emergency Service Boundary layers that define the geographic area for the primary providers of response services in the CAPCOG region.

5.1 Graphic (Spatial) Edits

Each of these layers is used by the ECRF to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for that geographic area. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated boundaries. These Emergency Service Boundaries should be within +/- 3 feet of their true location with no gaps or overlaps and can be created by dissolving the Emergency Service Zones polygon data. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon**

There MUST be a separate Emergency Service Boundary layer for each type of service. The set of Emergency Service Boundaries MUST include, at a minimum, the following:

- Law Enforcement
- Fire
- Emergency Medical Services (EMS)

Other Emergency Service Boundaries MAY include, but are not limited to:

- Poison Control
- Forest Service
- Coast Guard
- Animal Control

5.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
DISCRPAGID	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
DATEUPDATE	M	DATE	26	Date of last update using ISO 8601 format
EXPIRE	O	TEXT	26	Unique tandem routing code *CAPCOG will populate*
EFFECTIVE	O	TEXT	26	The date and time when the information in the record is no longer considered valid.
ES_NGUID	M	TEXT	254	Globally unique ID for each emergency service boundary polygon – *Ex. 210EMS@blanco.co.tx.us*
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
AGENCYID	M	TEXT	100	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. austintexas.gov
SERVICEURI	M	TEXT	254	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
SERVICEURN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
SERVICENUM	M	TEXT	15	The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. *Ex: 911*
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information
DISPLAYNAME	M	TEXT	60	Name of the service provider that offers services within the area of an Emergency Service Boundary

~~5~~6 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

~~5.1~~6.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries in the GIS within +/~~ or –~~ ~~50~~ 3 feet of their true location with no gaps or overlaps

~~5.2~~6.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
POLY_ID	O~~M~~	LONG	DEFAULT	Numeric Polygon ID *CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate MUNIUNQID field*
MUNIUNQID	M	TEXT	100	Globally Unique ID for each municipality - *. Ex. 9847INCM@austintexas.gov ~~CAPCOG will populate~~*

CCOUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. “AUSTIN”

Attachment B, Part 2:

Guidance Document for CAPCOG Next Generation 9-1-1 GIS Data (Version 2, 2020)

Guidance Document for CAPCOG Next-Generation 9-1-1 GeographicInformation System (GIS) Data
Version 2: April 2020

Introduction:

As the Transition Workflow Cycle of the Next Generation 9-1-1 Database Program Interlocal Agreement(ILA) describes, our region is moving closer and closer to deploying a Next Gen 9-1-1 system that enables emergency calls to route to the correct PSAP based on GIS data. This transition begins the process of moving away from our traditional MSAG-based (tabular database) routing system to one thatwill be faster, more reliable, and enable multimedia such as pictures and videos to be sent to 9-1-1 call takers. However, in order to move to this new system, several changes need to be made to our workflows and data. Perhaps the biggest change is that we will be utilizing new cloud-based software packages to assist with quality control (QC). One of these solutions will also ultimately become the mechanism by which 9-1-1 GIS data is supplied to PSAPs, which could ultimately be done at any time throughout the month as opposed to just once.

The intention of this document is to serve as a guide for county coordinators in the preparation of thistransition, and to provide detailed technical information regarding how to prepare the 9-1-1 GIS data submission. CAPCOG reserves the right to unilaterally update this guidance document at any time.

Summary of Changes:

Below is a list of items we need to accomplish, as outlined in the Transition Workflow Cycle of the ILA.

- Create globally unique IDs (GUIDs) for all features in all feature classes of the GIS database inorder to track changes to data over time
- Utilize the “Last_Modified” date field in order to track new and legacy data
- Incorporate emergency service boundaries into data or determine a process to create andmanage them
- Determine if changes to PSAP boundary coverage areas need to be made
- Determine if changes to provisioning boundaries need to be made
- Participate in training opportunities for the EGDMS and Data Hub QC platforms
- Field map and upload data to EGDMS and Data Hub
- Retrieve errors from QC software and correct them

Globally Unique IDs (GUIDs):

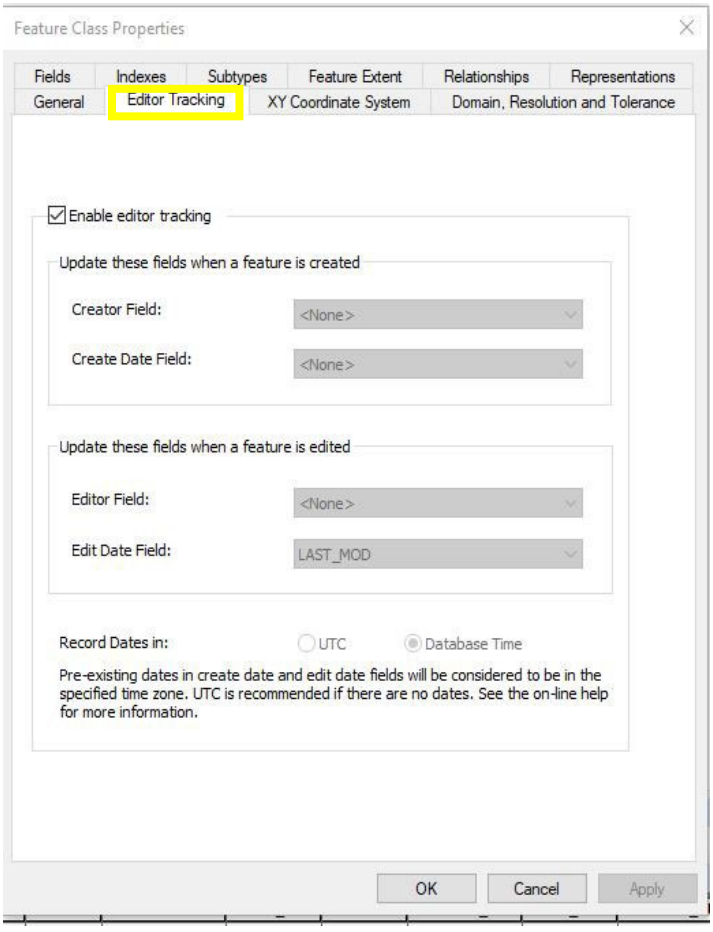
In a Next-Gen 9-1-1 system, a new requirement has been set by NENA (National Emergency NumberAssociation) that stipulates data must include Globally Unique IDs, or GUIDs. GUIDs are created by constructing unique feature IDs using a format as described in the associated document provided byCAPCOG.

~~Each GUID should remain unchanged for the life-span of the GIS data so that it supports the resolutionof errors through quality control discrepancy reporting, and allows for us to track changes to data overtime.~~

~~Using the "LAST_MOD" Field:~~

~~Attachment B of the ILA, entitled "*CAPCOG NG9-1-1 Transitional GIS Data Requirements*" describes a "LAST_MOD" or Last Modified date field in each of the GIS data layers and is marked as mandatory for completion. In order for CAPOG to begin tracking what is 'new' data and what is 'legacy' data, we need this field to be completed in each of the data layers. Our goal in differentiating between these two datatypes is so that we can determine if progress is being made in data error correction. Use of this field willalso be monitored and included in the performance reports that CAPCOG will send out each month.~~

~~If there is a GIS feature that was created prior to October 1, 2019 and the LAST_MOD field is NULL or otherwise not known, this field should be populate with a date of 10/1/2019 and will be counted as legacy data.One way to have this field updated automatically when editing or creating features is to use'editor tracking' on the feature class. This can be done by right-clicking the feature class in ArcCatalog and then selecting 'Properties'. When the Feature Class Properties dialog box opens, select the 'Editor Tracking' tab. The below image shows how this can be set up:~~



- *Check the 'Enable editor tracking' box*
- *Set the 'Edit Date Field' to LAST_MOD*
- *Select 'Database Time' to record dates*

New Quality-Control (QC) Platforms:

The Capital Area Emergency Communications District (CAECD) has purchased two all-new quality-controlsystems for our counties to use. These will be used as a means to not only quality control GIS data and return the results of errors but, in the case of the Enterprise Geospatial Database Management System (EGDMS), will actually *provide* data to the functional elements of a NG9-1-1 environment. Again, in NG9-1-1, GIS data is the driver of call routing!

Enterprise Geospatial Database Management System (EGDMS)

Vendors: AT&T and Intrado

The Enterprise Geospatial Database Management System (EGDMS) is a web application that serves as the front-end user interface for the NENA Spatial Interface (SI)requirement. GIS data submitted through EGDMS is validated, coalesced, and used for provisioning to NG9-1-1 (sometimes referred to as i3) systems which are called the ECRF and LVF. Thesestand for Emergency Call Routing Function and the Location Validation Function. Both of these elements are major components in the NG9-1-1 environment

One of the biggest advantages in moving to this system is that it will enable counties the ability toupdate PSAP map data much more frequently than our current workflow of just once a month.

EGDMS includes the following features:

- Secure 2-factor authentication
- A file upload user interface that enables customers to identify the contents of theupload
- Acceptance of file geodatabase files and shapefiles (although no one should be usingshapefiles!)
- Attribute field mapping configuration that is customer-driven
- Automated schema change detection and error notification
- Automated email notification for upload and processing status
- GIS data validation report retrieval

As a QC platform, EGDMS will find "critical" errors as outlined in Transition Workflow CycleAttachment A: Scope of Work of the ILA. Critical errors have the potential to negatively affect the call routing process and, as such, need to be corrected. Please review the EGDMS user guide for detailed information on the error types!

A note: CAPCOG will provide a spreadsheet that shows the fields used by EGDMS and the corresponding CAPCOGdata model fields. This will aid in the field mapping portion of configuring your agency EGDMS account.

Each coordinator, and in some cases staff, will be provided a username by Intrado in order to login. Previous Entrust tokens can still be used. Those that do not have Entrust tokens will be provided one byCAPCOG. Entrust tokens are key fobs that provide a unique number that is to be used when accessing EGDMS.

After an initial upload of GIS data has been submitted to EGDMS, Intrado will then provide a subsequenttraining session in which they will discuss how to retrieve errors from the system.

EGDMS also provides the user with the ability to mark features as exceptions, however only in the road centerline Feature Class. This is because EGDMS does not look for critical errors in address point,ESZ, or city limits data

Note: due to technical issues with EGDMS that have not yet been resolved as of February 28, 2020, County will only be required to start using EGDMS after it receives notification from CAPCOG's projectrepresentative to do so.

GeoComm GIS Data Hub

Vendor: GeoComm

The GeoComm GIS Data Hub is a robust web-based GIS data management solution that helps transform,quality check (QC), report, aggregate, and provision GIS data using predefined, standardized processes to ensure the timely delivery of GIS data to your 9-1-1 system. Offering virtually unlimited quality- control tools, GIS Data Hub ensures greater accuracy of the data and helps you meet your obligated GIS responsibilities for NG9-1-1. The GIS Data Hub is designed to simplify the user experience. Your system administrator grants access to only content specific to your role, project and/or client. As a System User, your primary role is submitting GIS data for validation.

Data Hub is able to do the following:

- Provide GIS data insights through rigorous quality control and reporting processes
- Transform disparate GIS datasets into a common schema (which is based on the NENA GIS datamodel)
- Aggregates GIS datasets into a seamless coverage area
- Provides map data packages formatted to meet 9-1-1 mapping and Computer Aided Dispatch(CAD) systems

In addition to also being able to find critical errors like EGDMS, Data Hub will also find "significant" and "other" errors as d. As described in the Transition Workflow Cycle of the ILAAttachment A: Scope of Work, significant error types are those that negatively impact dispatch systems and other systems used for routing of emergency vehicles. As such, they should be corrected. Other error types are those that, while they may not impact system functionality, are recommended to be corrected to maintain

This QC platform also offers users the ability to create an exceptions field in their GIS data that can beused to keep Data Hub from continuously reporting errors that are not actual (or legitimate) errors

Please review the Data Hub user guide to find detailed information about the system and what all it iscapable of doing.

New GIS Data:

In addition to the traditional GIS data submitted to CAPCOG, there will be some new Feature Classesthat will be required for data submissions to EGDMS, Data Hub, and CAPCOG.

Provisioning Boundary:

This polygon layer defines the area of GIS data provisioning responsibility, with no unintentional gaps oroverlaps. It should contain (include) all your agency's data within it. The Provisioning Boundary must be

agreed to by all adjoining data provisioning providers. When submitting GIS data, a 9-1-1 Authority (or 9-1-1 Authority designee) MUST only include GIS data for their geographic area of responsibility (provisioning boundary) and MUST ensure the data includes coverage for the entire extent of that area.CAPCOG will provide Provisioning Boundaries to all counties with the expectation that we will all work together should they need to be altered. These boundaries are continually updated and as they are finalized, CAPCOG will make updated versions available to all partner 9-1-1 authorities to use in the subsequent month's data upload, and quality checks should be made only against the provisioning boundaries provided by CAPCOG.

Emergency Service Boundaries:

Not to be confused with Emergency Service Zones (ESZs, sometimes referred to as ESNs) which are polygon layers that represent unique combinations of fire, law, and EMS responder zones for a geographic area, Emergency Service Boundaries are **individual** GIS data layers that define the geographic area for **single** response service types. This means that instead of one polygon layer representing all responder types, there are now three separate GIS layers for Law, Fire, and EMS. Eachof these layers is used by the NG9-1-1 system to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location. Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched.

There MUST be a **SEPARATE** Emergency Service Boundary layer for each type of service.

The set of Emergency Service Boundaries MUST include the following:

- Law Enforcement (LAW)
- Fire
- Emergency Medical Services (EMS)

The addition of ESBs does not mean that our traditional ESZ (sometimes referred to as ESN) layer will bediscontinued. CAPCOG still expects counties to maintain and submit ESZ layers as they have. Counties MAY maintain the Emergency Service Boundary layers as a combined or single layer for each emergencyservice, however, when exchanging emergency service boundary information in an NG9-1-1 environment, Emergency Service Boundaries MUST be exchanged as individual layers for each emergency service type (e.g. one for law, one for fire, and one for EMS).

ESB maintenance is described in detail in the CAPCOG document titled "Globally Unique IDs (GUIDs)".

Note, these new layers must be in the correct schema which CAPCOG will also provide. The schema thatwill be used is also shown in the associated *"EGDMS Field Mapping to CAPCOG"* spreadsheet.

***Expected Field Values**: With the addition of the ESBs to our workflow, there are a couple of new fieldsthat come with these layers that have haven't used before. Please consult the associated field mapping documentation for further information. The new fields are:

- **Service URI**: In the case of ESBs, this field corresponds to the PSAP covering that area and shouldonly be completed if the responding agency is also a PSAP
  - **Ex:** *The Leander PD polygon in the LAW ESB for Williamson County would get the associated Service URI for the Leander PD PSAP. However, the polygon for Granger PD'scoverage area would NOT get a Service URI as it is not a PSAP. A list of Service URIs for*

each PSAP can be found in the Transitional Guidance folder CAPCOG uploaded to the FTPsite.

- **Discrepancy Agency ID**: This is the name of the data source. It will be the name of the countysubmitting the upload.
- **Agency ID**: Domain name of the agency (county) uploading. A list of these domains can befound in the *"How to Create Globally Unique IDs (GUIDs)"* document

PSAP Boundaries:

PSAP boundaries are a single GIS layer that is comprised of polygons (in some cases just a single polygon)that show the geographic coverage area for PSAPs within your county. The primary use for this layer is to route and deliver 9-1-1 calls to the correct PSAP, thus making it the **most important layer.** It is critical that there are no **gaps** or **overlaps** between external (at county borders) and internal (borderswithin the county). This layer will be managed and edited by CAPCOG but it is absolutely imperative that county coordinators work with CAPCOG to ensure things are correct.

CAPCOG will provide to the counties PSAP boundaries we have created and will continually make updates to them as needed and send to county coordinators. Coordinators will need to review this layerand send CAPCOG any suggested edits or questions. CAPCOG created these using the city limits layer submitted by each county. Coordinators should use the latest PSAP boundaries provided by CAPCOG for the subsequent month's data upload. Quality-checks should be made only against the provisioning boundaries provided by CAPCOG.

Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management

1. Parties and Purpose

   1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.

   1.2. Williamson County ("PUBLIC AGENCY") is a Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Section 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.

   1.3. This Interlocal Agreement (ILA) is entered into between CAPCOG and PUBLIC AGENCY under Chapter 791 of the Texas Government Code in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.

   1.4. For the purpose of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

2. Goods and Services

   2.1. PUBLIC AGENCY agrees to carry out the scope of work in Attachment A.

3. Cooperative Purchasing

   3.1. CAPCOG may periodically identify opportunities to cooperatively purchase goods or services for the 9-1-1 GIS data for participating organizations.

   3.2. If PUBLIC AGENCY chooses to participate in a cooperative purchase of 9-1-1 GIS goods or services organized by CAPCOG, PUBLIC AGENCY agrees that CAPCOG may deduct the cost of PUBLIC AGENCY's share of those goods or services from the contract price otherwise payable to the PUBLIC AGENCY.

4. Effective Date and Term of Contract

4.1. This contract takes effect October 1, 2020, and terminates on September 30, 2021, unless terminated earlier under Section 10.

5. Contract Price and Payment Terms

5.1. For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed $398,309.05.

5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for work performed during these quarters:

October 1 – December 31, 2020: $99,577.27, invoice due by close of business, Friday, January 8, 2021;

January 1 – March 31, 2021: $99,577.26, invoice due by close of business, Wednesday, April 7, 2021;

April 1 – June 30, 2021: $99,577.26, invoice due by close of business, Thursday, July 8, 2021; and

July 1 – September 30, 2021: $99,577.26, invoice due by close of business, Thursday, October 7, 2021.

Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted more than 90 days after the end of each quarter.

5.3. PUBLIC AGENCY agrees to submit a performance report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not meet performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.

5.4. CAPCOG agrees to pay invoices within 30 days after receiving a correct invoice, after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter.

5.5. CAPCOG reserves the right to reject in whole or part a quarterly invoice in part or in whole if PUBLIC AGENCY has not adequately fulfilled its obligations under this ILA.

6. Compliance with Applicable Law and Policy

6.1. PUBLIC AGENCY agrees to comply with all applicable law and policy in carrying out this ILA.

7. Independent Contractor, Assignment, and Subcontracting

7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but furnishes goods and services under this ILA solely as an independent contractor.

7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAPCOG. An attempted assignment or subcontract in violation of this section is void.

7.3. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.

7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.

8. Records and Monitoring

8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.

8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.

8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.

8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.

8.5. CAPCOG reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAPCOG exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

8.6. CAPCOG agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAPCOG's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.

9. Nondiscrimination and Equal Opportunity

9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

9.2. If PUBLIC AGENCY procures goods or services with funds made available under this ILA, PUBLIC AGENCY agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

10. Early Termination of Contract

10.1. If CAPCOG or PUBLIC AGENCY breaches a material provision of this ILA, the other may notify the breaching party describing the breach and demanding corrective action The breaching party has five business days from its receipt of notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of section 11.

10.2. If this ILA is terminated under this section, CAPCOG and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor PUBLIC AGENCY is liable to the other for costs it paid or incurred under this contract made after or in anticipate of its receipt of notice of suspension or termination. The fraction of the maximum amount owed for each period described in sections 5.1 and 5.2 will be calculated based on the quarterly amount and fraction of CAPCOG business days during that quarter when the PUBLIC AGENCY carried out work pursuant to this ILA.

10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAPCOG and PUBLIC AGENCY among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.4. The termination of this contract does not affect PUBLIC AGENCY's duty to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under section 8.

11. Dispute Resolution

11.1. The parties desire to resolve disputes arising under this ILA without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.

11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this ILA. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.

11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single

mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by party of: (1) any rights, privileges, defenses, remedies, or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.

11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

12. Notice to Parties and Project Representatives

12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.

12.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director

12.3. PUBLIC AGENCY's address is: 301 SE Inner Loop, Suite 107, Georgetown TX 78526.

12.4. A party may change its address by providing notice of the change in accordance with Section 12.1

12.5. Susan Cooper, CAPCOG GIS Program Manager, is CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG's Project Representative or his designee. CAPCOG's Project Representative may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6034, and her e-mail is scooper@capcog.org.

12.6. George Strebel is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications including all payment requests must be addressed to the PUBLIC AGENCY's Project Representative or his designee. The PUBLIC AGENCY's Project Representative may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's Project Representative's phone number is (512) 943-1474, and his e-mail is gstrebel@wilco.org.

13. Miscellaneous

13.1. Each individual signing this contract 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. The undersigned warrants that he or she: A) has actual authority to execute this contract on behalf of the governing body identified in this agreement; and verifies the governing body, by either minute order, resolution, or ordinance approved this agreement as required by Texas Government Code Section 791, as amended

13.2. This ILA shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereafter shall be solely in Travis County.

13.3. This ILA states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this ILA which are required by changes in Federal or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

13.4. The following Attachments are part of this ILA: A) Scope of Work; and B) Technical Requirements.

13.5. This contract is executed in duplicate originals.

WILLIAMSON COUNTY

By: Bill Gravell Jr.

Name: Bill Gravell Jr.

Title County Judge

Date: August 4, 2020

CAPITAL AREA COUNCIL OF GOVERNMENTS

By: Betty Voights

Betty Voights

Executive Director

Date: 8-12-2020

Date of County Governing Body Approval:

August 4, 2020

Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between CAPCOG and the PUBLIC AGENCY to help ensure that efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District. In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP);
2. The correct emergency service provider must be dispatched to the appropriate location; and
3. The emergency responders must be able to know the most efficient route to reach that location.

Definitions

Core 9-1-1 GIS data terminology:

1. 9-1-1 GIS Database: The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points, road centerlines, PSAP boundaries, Emergency Service Boundaries (ESBs), and city limit (municipal) boundaries for the PUBLIC AGENCY's provisioning boundary
2. Data Layer: Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
3. Address Points: A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.
4. Road (Street) Centerlines: A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range
5. City Limit (Municipal) Boundary: A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction

Specialized NG9-1-1 GIS terminology:

1. Provisioning Boundary: The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

   Note:
   The provisioning boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a provisioning boundary include (but are not limited to): municipal annexations, consolidation of

two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

2. Public Safety Answering Point (PSAP) boundary: The authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
3. Emergency Service Boundary (ESB): A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an EMS ESB layer.
4. Emergency Service Zone (ESZ): A polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
5. Database Schema: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations
6. Globally Unique IDs (GUIDs): A unique identifier that is assigned to each record (feature) in an PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

Quality Control terminology:

1. Enterprise Geospatial Data Management System (EGDMS): A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that will ultimately be used by the PUBLIC AGENCY that provisions (determines acceptable) data for CAPCOG's NG9-1-1 system in the near future
2. Data Hub: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in an PUBLIC AGENCY's 9-1-1 GIS database
3. New Error: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time
4. Legacy Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update
5. Error Rate: The ratio of total number of errors to total number of features (records) within a specific data layer, or in aggregate for a defined geographic area
6. Critical Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by the AT&T/Intrado Enterprise Geospatial Database Management (EGDMS) or GeoComm's DataHub quality-control software that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
7. Significant Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems
8. Other Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error

Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

Task 1.A: PUBLIC AGENCY shall submit, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. City limit boundaries
4. PSAP boundaries
5. Law ESB
6. Fire ESB
7. Emergency Medical Service ESB
8. Other pertinent information

Task 1B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter PSAP boundaries, or alter ESB boundaries in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

Task 1C: PUBLIC AGENCY shall be responsible for conveying any relevant information deriving from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its provisioning boundary.

Task 1D: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting.

Task 1.E: PUBLIC AGENCY shall send at least one representative to each scheduled quarterly 9-1-1 GIS User Group meetings and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 2: GIS Work

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. CAPCOG's expectation is that this work would by a person, either on staff or subcontracted by the PUBLIC AGENCY, with

responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.[1] Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database. This will be provided in ESRI File geodatabase format (.gdb) pursuant to CAPCOG guidance at least once a month to CAPCOG. PUBLIC AGENCY shall first submit data to EGDMS and Data Hub in order to address any "critical" or "significant" errors. These quality control systems require the 9-1-1 GIS database to match the standardized database schema (data model) for these systems through field-matching (field-mapping) procedures and other standards. Based on the recommendations of CAPCOG's GIS Planning Committee, CAPCOG staff will develop performance standards for target error rates, and will communicate these performance standards to PUBLIC AGENCY at a later date through guidance.

Task 2.B: PUBLIC AGENCY shall address any errors identified by EGDMS and Data Hub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

Task 2.C: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers.

Task 2.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 2.E: In addition, PUBLIC AGENCY shall maintain the automatic location information (ALI) database within the PUBLIC AGENCY's provisioning boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map, and providing Master Street Address Guide (MSAG) updates and corrections to the database vendor.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's provisioning boundary, PUBLIC AGENCY shall provide a summary of actions taken relevant to the 9-1-1 GIS database or certify that no action was taken relevant to the 9-1-1 GIS database
- If applicable, the date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues in the prior month and corrective action that will be taken to address and prevent such issues in the future, including:

[1] Available online at: http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/

- Late or incomplete data submissions;
- Submission of data with legacy errors;
- Submission of data with new errors;
- Failure to meet performance expectations for critical error rates and significant error rates;
- Any other issue identified by CAPCOG in a performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

CAPCOG Guidance

In addition to the Performance Reports identified in Task 2.B, CAPCOG may issue technical guidance to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

Attachment B, Part 1:

CAPCOG NG9-1-1 Transitional GIS Data Requirements Version 2.0 (2017, re-issue 2020)

CAPCOG NG9-1-1 Transitional GIS Data Requirements

Version 2.0 (2017)

1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI), Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Emergency Communications District Interlocal Contract for Geographic Information System Data and the Capital Area Emergency Communications District Interlocal Contract for Next Generation 9-1-1 Database Program documents and is commonly called "Attachment B Requirements".

The GIS Data requirements in this document are a condensed version of, and based upon, NENA (National Emergency Number Association) standards as they are developed and evolve over time. We are in a lengthy transitional period to Next Generation 9-1-1 (NG9-1-1). Data model standards should be more thoroughly reviewed in the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources, as well, and CAPCOG will provide several of these on its own Web Site.

Please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format by the 1st business day of each month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction. To be included in that month's PSAP update, the data must be returned to CAPCOG by the 5th business day of that month.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. For example, the "L_ESN" field must be Text type with a character width of 5. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the "Database Format" sections for each dataset. The data fields shown as **M**andatory and **C**onditional must be present in the data. In the tables below, the column **M/C/O** is to indicate whether the attribute values is Mandatory (**M**), Conditional (**C**), or Optional (**O**).

- **Mandatory** signifies an attribute value must exist
- **Conditional** signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- **Optional** signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the **TYPE** column indicates the data type used for the data field.

- **TEXT** – string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9
- **DATE** – Date and **time** using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- **DOUBLE** – double precision floating point numeric values with decimals
- **LONG** – whole numeric values ranging from -2,147,483,648 to 2,147,483,647 without decimals

In the GIS data tables below, the **WIDTH** column indicates the number of allowable characters within each field.

2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation "DRVW" entered in the 'street name (ST_NAME)' field and have any other relevant attribute information completed, including the 'CLASS' field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes.

2.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	M	LONG	DEFAULT	Unique segment ID *CAPCOG will populate*
RCL_UNIQID	M	TEXT	100	ID for each road segment - *CAPCOG will populate*
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with "UNINCORPORATED"
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with "UNINCORPORATED"
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. "WARD 5 FRIENDSHIP DISTRICT"
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
L_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Left
R_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Right
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node

RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by MSAG on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by MSAG on Right. Must be Preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	**Legal** street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields : PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	O	TEXT	2	**B, FT, TF** for **B**oth, **F**ROM node to **T**O node, **T**O node to **F**ROM node
SP_LIMIT	O	LONG	DEFAULT	Posted speed limit in MPH
CLASS	M	TEXT	4	Street type designation code (See ROC Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

2.2 ROC Codes ('Street Type' Designation)

IH – Interstate
US – US highways
SH – State highways
FM – Farm to Market, Ranch Road, Ranch to Market
LS – City Street, County Road, Park Road, Recreational, Frontage Road
AC – Access Road, Crossover
PVT- Private Road
TR – Toll Road
RAMP- On-ramp, Off-ramp
DW - Driveways

2.3 Road Class Types
Primary
Secondary
Local (City, Neighborhood, or Rural Road)
Ramp
Service (usually along a limited access highway)
Vehicular Trail (4WD, snowmobiles)
Walkway (Pedestrian Trail, Boardwalk)
Alley
Private (service vehicles, logging, oil fields, ranches, etc.)
Parking Lot
Trail (Ski, Bike, Walking / Hiking Trail)

3 Site / Structure Address Points (AP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their true location or intended designation.

3.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	M	LONG	DEFAULT	Unique site ID *CAPCOG will populate*
SITEUNQID	M	TEXT	100	Unique ID for each address site - *CAPCOG will populate*
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_PRE	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SUF	C	TEXT	15	Part of an address following the address number i.e. ½, B
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass

PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	Legal street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to related street segment
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Precede by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
BLDG	O	TEXT	75	One among a group of buildings that have the same address
FLOOR	O	TEXT	75	A floor, story or level within a building
UNIT	O	TEXT	75	A suite or group of rooms within a building that share the same entrance
ROOM	O	TEXT	75	A single room within a building
SEAT	O	TEXT	75	A place where a person sits within a building i.e. cubicle
LANDMARK	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address
MILEPOST	C	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	C	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school
POINT_X	O	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

4 Emergency Service Zone (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should be within +/- 50 feet of their true location with no gaps or overlaps. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.**

4.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - *CAPCOG will populate*
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: sip:sos.law@city.eoc.tx.us
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code *CAPCOG will populate*
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forward slash "/" CAPCOG will concatenate
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

* Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service

5 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

5.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries in the GIS within + or – 50 feet of their true location with no gaps or overlaps

5.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
POLY_ID	M	LONG	DEFAULT	Numeric Polygon ID *CAPCOG will populate*
MUNIUNQID	M	TEXT	100	Unique ID for each municipality - *CAPCOG will populate*

COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. "AUSTIN"

Guidance Document for CAPCOG Next-Generation 9-1-1 Geographic Information System (GIS) Data
Version 2: April 2020

Introduction:

As the Transition Workflow Cycle of the Next-Generation 9-1-1 Database Program Interlocal Agreement (ILA) describes, our region is moving closer and closer to deploying a Next-Gen 9-1-1 system that enables emergency calls to route to the correct PSAP based on GIS data. This transition begins the process of moving away from our traditional MSAG-based (tabular database) routing system to one that will be faster, more reliable, and enable multimedia such as pictures and videos to be sent to 9-1-1 call takers. However, in order to move to this new system, several changes need to be made to our workflows and data. Perhaps the biggest change is that we will be utilizing new cloud-based software packages to assist with quality-control (QC). One of these solutions will also ultimately become the mechanism by which 9-1-1 GIS data is supplied to PSAPs, which could ultimately be done at any time throughout the month as opposed to just once.

The intention of this document is to serve as a guide for county coordinators in the preparation of this transition, and to provide detailed technical information regarding how to prepare the 9-1-1 GIS data submission. CAPCOG reserves the right to unilaterally update this guidance document at any time.

Summary of Changes:

Below is a list of items we need to accomplish, as outlined in the Transition Workflow Cycle of the ILA.

- Create globally unique IDs (GUIDs) for all features in all feature classes of the GIS database in order to track changes to data over time
- Utilize the "Last_Modified" date field in order to track new and legacy data
- Incorporate emergency service boundaries into data or determine a process to create and manage them
- Determine if changes to PSAP boundary coverage areas need to be made
- Determine if changes to provisioning boundaries need to be made
- Participate in training opportunities for the EGDMS and Data Hub QC platforms
- Field map and upload data to EGDMS and Data Hub
- Retrieve errors from QC software and correct them

Globally Unique IDs (GUIDs):

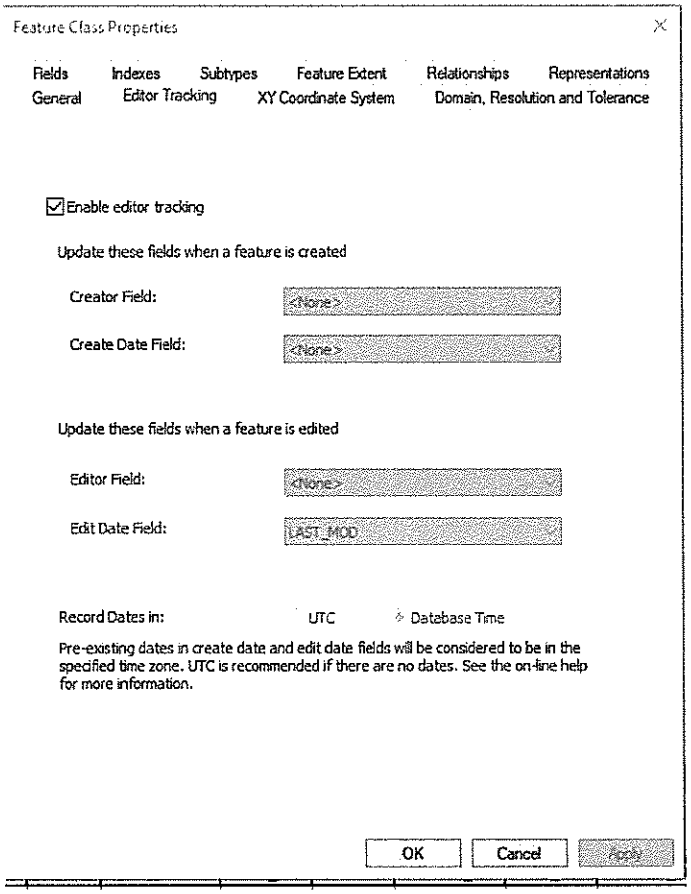
In a Next-Gen 9-1-1 system, a new requirement has been set by NENA (National Emergency Number Association) that stipulates data must include Globally Unique IDs, or GUIDs. GUIDs are created by constructing unique feature IDs using a format as described in the associated document provided by CAPCOG.

Each GUID should remain unchanged for the life-span of the GIS data so that it supports the resolution of errors through quality control discrepancy reporting, and allows for us to track changes to data over time.

Using the "LAST_MOD" Field:

Attachment B of the ILA, entitled *"CAPCOG NG9-1-1 Transitional GIS Data Requirements"* describes a "LAST_MOD" or Last Modified date field in each of the GIS data layers and is marked as mandatory for completion. In order for CAPOG to begin tracking what is 'new' data and what is 'legacy' data, we need this field to be completed in each of the data layers. Our goal in differentiating between these two data types is so that we can determine if progress is being made in data error correction. Use of this field will also be monitored and included in the performance reports that CAPCOG will send out each month.

If there is a GIS feature that was created prior to October 1, 2019 and the LAST_MOD field is NULL or otherwise not known, this field should be populate with a date of 10/1/2019 and will be counted as legacy data.One way to have this field updated automatically when editing or creating features is to use 'editor tracking' on the feature class. This can be done by right-clicking the feature class in ArcCatalog and then selecting 'Properties'. When the Feature Class Properties dialog box opens, select the 'Editor Tracking' tab. The below image shows how this can be set up:



- *Check the 'Enable editor tracking' box*
- *Set the 'Edit Date Field' to LAST_MOD*
- *Select 'Database Time' to record dates*

New Quality-Control (QC) Platforms:

The Capital Area Emergency Communications District (CAECD) has purchased two all-new quality-control systems for our counties to use. These will be used as a means to not only quality control GIS data and return the results of errors but, in the case of the Enterprise Geospatial Database Management System (EGDMS), will actually *provide* data to the functional elements of a NG9-1-1 environment. Again, in NG9-1-1, GIS data is the driver of call routing!

Enterprise Geospatial Database Management System (EGDMS)

Vendors: AT&T and Intrado

The Enterprise Geospatial Database Management System (EGDMS) is a web application that serves as the front-end user interface for the NENA Spatial Interface (SI) requirement. GIS data submitted through EGDMS is validated, coalesced, and used for provisioning to NG9-1-1 (sometimes referred to as i3) systems which are called the ECRF and LVF. These stand for Emergency Call Routing Function and the Location Validation Function. Both of these elements are major components in the NG9-1-1 environment

One of the biggest advantages in moving to this system is that it will enable counties the ability to update PSAP map data much more frequently than our current workflow of just once a month.

EGDMS includes the following features:

- Secure 2-factor authentication
- A file-upload user interface that enables customers to identify the contents of the upload
- Acceptance of file geodatabase files and shapefiles (although no one should be using shapefiles!)
- Attribute field mapping configuration that is customer-driven
- Automated schema change detection and error notification
- Automated email notification for upload and processing status
- GIS data validation report retrieval

A note: CAPCOG will provide a spreadsheet that shows the fields used by EGDMS and the corresponding CAPCOG data model fields. This will aid in the field mapping portion of configuring your agency EGDMS account.

As a QC platform, EGDMS will find "critical" errors as outlined in Transition Workflow Cycle of the ILA. Critical errors have the potential to negatively affect the call routing process and, as such, need to be corrected. Please review the EGDMS user guide for detailed information on the error types!

Each coordinator, and in some cases staff, will be provided a username by Intrado in order to login. Previous Entrust tokens can still be used. Those that do not have Entrust tokens will be provided one by CAPCOG. Entrust tokens are key fobs that provide a unique number that is to be used when accessing EGDMS.

After an initial upload of GIS data has been submitted to EGDMS, Intrado will then provide a subsequent training session in which they will discuss how to retrieve errors from the system.

EGDMS also provides the user with the ability to mark features as exceptions, however only in the road centerline Feature Class. This is because EGDMS does not look for critical errors in address point, ESZ, or city limits data

Note: due to technical issues with EGDMS that have not yet been resolved as of February 28, 2020, County will only be required to start using EGDMS after it receives notification from CAPCOG's project representative to do so.

GeoComm GIS Data Hub

Vendor: GeoComm

The GeoComm GIS Data Hub is a robust web-based GIS data management solution that helps transform, quality check (QC), report, aggregate, and provision GIS data using predefined, standardized processes to ensure the timely delivery of GIS data to your 9-1-1 system. Offering virtually unlimited quality-control tools, GIS Data Hub ensures greater accuracy of the data and helps you meet your obligated GIS responsibilities for NG9-1-1. The GIS Data Hub is designed to simplify the user experience. Your system administrator grants access to only content specific to your role, project and/or client. As a System User, your primary role is submitting GIS data for validation.

Data Hub is able to do the following:

- Provide GIS data insights through rigorous quality control and reporting processes
- Transform disparate GIS datasets into a common schema (which is based on the NENA GIS data model)
- Aggregates GIS datasets into a seamless coverage area
- Provides map data packages formatted to meet 9-1-1 mapping and Computer Aided Dispatch (CAD) systems

In addition to also being able to find critical errors like EGDMS, Data Hub will also find "significant" and "other" errors. As described in the Transition Workflow Cycle of the ILA, significant error types are those that negatively impact dispatch systems and other systems used for routing of emergency vehicles. As such, they should be corrected. Other error types are those that, while they may not impact system functionality, are recommended to be corrected to maintain data integrity.

This QC platform also offers users the ability to create an exceptions field in their GIS data that can be used to keep Data Hub from continuously reporting errors that are not actual (or legitimate) errors

Please review the Data Hub user guide to find detailed information about the system and what all it is capable of doing.

New GIS Data:

In addition to the traditional GIS data submitted to CAPCOG, there will be some new Feature Classes that will be required for data submissions to EGDMS, Data Hub, and CAPCOG.

Provisioning Boundary:

This polygon layer defines the area of GIS data provisioning responsibility, with no unintentional gaps or overlaps. It should contain (include) all your agency's data within it. The Provisioning Boundary must be

agreed to by all adjoining data provisioning providers. When submitting GIS data, a 9-1-1 Authority (or 9-1-1 Authority designee) MUST only include GIS data for their geographic area of responsibility (provisioning boundary) and MUST ensure the data includes coverage for the entire extent of that area. CAPCOG will provide Provisioning Boundaries to all counties with the expectation that we will all work together should they need to be altered. These boundaries are continually updated and as they are finalized, CAPCOG will make updated versions available to all partner 9-1-1 authorities to use in the subsequent month's data upload, and quality-checks should be made only against the provisioning boundaries provided by CAPCOG.

Emergency Service Boundaries:
Not to be confused with Emergency Service Zones (ESZs, sometimes referred to as ESNs) which are polygon layers that represent unique combinations of fire, law, and EMS responder zones for a geographic area, Emergency Service Boundaries are **individual** GIS data layers that define the geographic area for **single** response service types. This means that instead of one polygon layer representing all responder types, there are now three separate GIS layers for Law, Fire, and EMS. Each of these layers is used by the NG9-1-1 system to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location. Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. There MUST be a **SEPARATE** Emergency Service Boundary layer for each type of service.

The set of Emergency Service Boundaries MUST include the following:

- Law Enforcement (LAW)
- Fire
- Emergency Medical Services (EMS)

The addition of ESBs does not mean that our traditional ESZ (sometimes referred to as ESN) layer will be discontinued. CAPCOG still expects counties to maintain and submit ESZ layers as they have. Counties MAY maintain the Emergency Service Boundary layers as a combined or single layer for each emergency service, however, when exchanging emergency service boundary information in an NG9-1-1 environment, Emergency Service Boundaries MUST be exchanged as individual layers for each emergency service type (e.g. one for law, one for fire, and one for EMS).

ESB maintenance is described in detail in the CAPCOG document titled "Globally Unique IDs (GUIDs)".

Note, these new layers must be in the correct schema which CAPCOG will also provide. The schema that will be used is also shown in the associated *"EGDMS Field Mapping to CAPCOG"* spreadsheet.

***Expected Field Values**: With the addition of the ESBs to our workflow, there are a couple of new fields that come with these layers that have haven't used before. Please consult the associated field mapping documentation for further information. The new fields are:

- **Service URI**: In the case of ESBs, this field corresponds to the PSAP covering that area and should only be completed if the responding agency is also a PSAP
    - **Ex:** *The Leander PD polygon in the LAW ESB for Williamson County would get the associated Service URI for the Leander PD PSAP. However, the polygon for Granger PD's coverage area would NOT get a Service URI as it is not a PSAP. A list of Service URIs for*

each PSAP can be found in the Transitional Guidance folder CAPCOG uploaded to the FTP site.

- **Discrepancy Agency ID:** This is the name of the data source. It will be the name of the county submitting the upload.
- **Agency ID:** Domain name of the agency (county) uploading. A list of these domains can be found in the *"How to Create Globally Unique IDs (GUIDs)"* document

PSAP Boundaries:

PSAP boundaries are a single GIS layer that is comprised of polygons (in some cases just a single polygon) that show the geographic coverage area for PSAPs within your county. The primary use for this layer is to route and deliver 9-1-1 calls to the correct PSAP, thus making it the **most important layer.** It is critical that there are no **gaps** or **overlaps** between external (at county borders) and internal (borders within the county). This layer will be managed and edited by CAPCOG but it is absolutely imperative that county coordinators work with CAPCOG to ensure things are correct.

CAPCOG will provide to the counties PSAP boundaries we have created and will continually make updates to them as needed and send to county coordinators. Coordinators will need to review this layer and send CAPCOG any suggested edits or questions. CAPCOG created these using the city limits layer submitted by each county. Coordinators should use the latest PSAP boundaries provided by CAPCOG for the subsequent month's data upload. Quality-checks should be made only against the provisioning boundaries provided by CAPCOG.

PURCHASE REQUISITION

Capital Area Council of Governments
6800 Burleson Rd.
Building 310, Suite 165
Austin, TX 78744
512-916-6000 FAX 512-916-6001

PO Number:

Date: 8/10/2020

VENDOR:
Williamson County
301 SE Inner Loop, Suite 107
Georgetown, TX 78526
Attn: George Strebel, (512) 943-1474

SHIP TO:
Capital Area Council of Governments
6800 Burleson Rd.,Building 310, Suite 165
Austin, TX 78744
512-916-6000 FAX: 512-916-6001

ITEM #	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST	FUND #	PROG #	Loc# PT#	GL Code #
1	1	9-1-1 GIS Contract FY 2021	$398,309.05	$398,309.05	900	931	91 00	5555
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
				$0.00			00 00	
TOTAL				$398,309.05				

PURPOSE/INSTRUCTIONS:

REQUISITIONED BY:
Andrew Hoekzema

DATE NEEDED:
9/30/2020

BUDGET APPROVAL DATE

PURCHASING APPROVAL DATE

DEPT. MANAGER APPROVAL DATE
8/10/2020

EXECUTIVE DIRECTOR APPROVAL DATE
9/18/2020

Revised 5-31-16

FOR FINANCE DEPT. USE ONLY	Check if yes	Initials
Should this be encumbered?		

Commissioners Court - Regular Session **37.**

Meeting Date: 08/10/2021

Internet and TV Service for EMS Medic 12

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving internet and television service between Williamson County and Charter Communications Operating, LLC (Spectrum) to provide service for Medic 12, in the amount of $146.93 (on a month-to-month basis, this incudes a one-time installation fee of $99.00) and exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C) [an item that can be obtained from only one source, including:(C) electric power, gas, water, and other utility services] and authorizing execution of the agreement.

Background

This agreement is for the installation of internet and television services at the Medic 12 located at 1612 Red Bud Lane, Round Rock TX 78665. Spectrum is the only service provider for these services in this area, and we are requesting exemption from the 3-quote requirement for this utility service. The Department point of contact is Jessica Toothman. The television services funding sourceis 01.0100.0540.004210 and the internet services funding source is 01.0100.0503.004210.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract & quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/05/2021 11:05 AM
County Judge Exec Asst.	Becky Pruitt	08/05/2021 11:17 AM
Form Started By: Andrew Portillo		Started On: 08/03/2021 09:16 AM
Final Approval Date: 08/05/2021		

SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service available at https://enterprise.spectrum.com/ ("Terms of Service"), which are incorporated herein by this reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum 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 (Exact Legal Name): WILLIAMSON COUNTY EMS			Main Tel. No.:	
Billing Address: 301 SE Inner Loop	Suite: Ste 105	City: Georgetown	State: TX	Zip Code: 78626
Billing Contact Name: Tammy McCulley	Tel.No.: (512) 943-1455		E-mail: tmcculley@wilco.org	
Authorized Contact Name: Jessica Toothman	Tel.No.: (512) 943-1283		E-mail: jessica.toothman@wilco.org	

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

Customer: WILLIAMSON COUNTY EMS

By:

Name (printed):

Title:

Date:

© 2016-2018 Charter Communications. All Rights Reserved

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 EMS		Order # [redacted]
Address 301 SE Inner Loop Ste 105 Georgetown TX 78626		
Telephone (512) 943-1283		Email: jessica.toothman@wilco.org
Contact Name JessicaToothman	Telephone (512) 943-1283	Email: jessica.toothman@wilco.org
Billing Address 301 SE Inner Loop Ste 105 Georgetown TX 78626		
Billing Contact Name Tammy McCulley	Telephone (512) 943-1455	Email: tmcculley@wilco.org

NEW AND REVISED SERVICES AT 1612 Red Bud Ln , Round Rock TX 78664				
Service Description	***Contract Term***	***Quantity***	***Sales Price***	***Monthly Recurring Charges***
SPECTRUM BUSINESS TV	Month to Month	1	$ 49 99	$ 49 99
Spectrum Internet	Month to Month	1	$ 57 98	$ 57 98
SPECTRUM RECEIVER	Month to Month	3	$ 7 99	$ 23 97
Static IP 1	Month to Month	1	$ 14 99	$ 14 99
TOTAL*				***$146.93***

© 2016-2021 Charter Communications Operating, LLC. All Rights Reserved

Spectrum ENTERPRISE

ONE TIME FEES AT 1612 Red Bud Ln , Round Rock TX 78664			
Service Description	**Quantity**	**Sales Price**	**Install One Time Charge**
Installation	2		$ 99 00
TOTAL*			**$99.00**

© 2016-2021 Charter Communications Operating, LLC. All Rights Reserved

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:_____

© 2016-2021 Charter Communications Operating, LLC. All Rights Reserved

This page intentionally left blank

© 2016-2021 Charter Communications Operating, LLC. All Rights Reserved

Commissioners Court - Regular Session **38.**

Meeting Date: 08/10/2021

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 10:00 AM
Form Started By: Vicky Edwards		Started On: 07/29/2021 09:49 AM
Final Approval Date: 07/29/2021		

Commissioners Court - Regular Session **39.**

Meeting Date: 08/10/2021

Awarding IFB #T4609 Tradesman's Industrial Park and 79 Business Park Improvements

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #T4609 Tradesman's Industrial Park and 79 Business Park Improvements to Patin Construction in the not to exceed amount of $343,399.00 and authorizing the execution of the agreement.

Background

The Purchasing Department solicited bids for Tradesman's Industrial Park and 79 Business Park Improvements. One-Hundred Three (103) suppliers were invited to bid of which six (6) suppliers viewed the bid documents and three (3) suppliers responded. One (1) of the three (3) submittals were considered non-responsive. Patin Construction was determined to be the lowest responsive bidder. Staff is recommending award to Patin Construction in an amount not to exceed $343,399.00. The Road and Bridge Department point of contact is Terron Evertson. Funds are budgeted in the FY 21 funding source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

agreement

Award Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/05/2021 10:08 AM
County Judge Exec Asst.	Becky Pruitt	08/05/2021 10:23 AM
Form Started By: Andrew Portillo		Started On: 08/03/2021 09:03 AM
Final Approval Date: 08/05/2021		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and ___Patin Construction___ ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the __IFB____ Solicitation # __T4609__, Tradesman's Industrial Park and 79 Business Park Improvements_____; 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 _Three Hundred and Forty Three Thousand and Three Ninety Nine Dollars_ ($_343,399.00_) in accordance with the terms and conditions of this Agreement.

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

As described in the ___IFB___ Solicitation # __T4609___, 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.

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.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

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: _Thirty-Five (35) Working Days__

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 **on or before __Forty (40) Working Days___**; 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 _____**$200.00**_____from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$2,000,000

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

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

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

CONTRACTOR:

By: _____

Printed Name: Tim Patin

Title: President

Date: 8/4/21

Contractor's Designated Representative:

Tim Patin
3800 W. 2nd St.
Taylor, TX 76574
Phone 512-269-1071
Fax 512-269-1072

WILLIAMSON COUNTY
1848

August 2, 2021

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

Subject: Recommendation for Tradesmans Industrial Park and 79 Business Park Improvements – Bid #T4609

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Fineline General Contracting) was found to be non-responsive by the Williamson County Purchasing Department. The next lowest bid (Patin Construction) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Fineline General Contracting - $283,932.60 (non-responsive)
2. Patin Construction - $343,399.00
3. Myers Concrete Construction - $478,905.00

Patin Construction's base bid is $100,545.45 below the Engineer's Estimate, a cost savings of 29.3%.

In addition to meeting the bid qualifications, the lowest responsive bidder Patin Construction, has performed similar work on other projects and received positive references from those contacted. Based on the lowest responsive bid of $343,399.00 and previous work experience, I recommend to the Williamson County Commissioners' Court that they award Patin Construction the contract for the Tradesmans Industrial Park and 79 Business Park Improvements Project.

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

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Commissioners Court - Regular Session **40.**

Meeting Date: 08/10/2021

Awarding IFB T4679 CR 266 Milling and Overlay to Texas Materials Group, Inc.

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #T4679 CR 266 Milling and Overlay to Texas Materials Group, Inc. in the amount of $234,637.85 and authorize execution of the agreement.

Background

The Purchasing Department solicited bids for CR 266 Milling and Overlay. One hundred forty-nine (149) suppliers were invited to bid of which five (5) suppliers viewed the bid documents and three (3) responded. The Road and Bridge Department determined Texas Materials Group, Inc. was the lowest responsible bidder in the amount of $234,637.85. The Road and Bridge Department point of contact is Terron Evertson. Funds are budgeted in the FY 21 funding source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter
agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/05/2021 09:48 AM
County Judge Exec Asst.	Becky Pruitt	08/05/2021 09:51 AM
Form Started By: Andrew Portillo		Started On: 08/03/2021 09:06 AM
Final Approval Date: 08/05/2021		

WILLIAMSON COUNTY
1848

July 23, 2021

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

Subject: Recommendation for CR 266 Milling and Overlay Project – Bid #T4679

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

1. Texas Materials Group, Inc. - $234,637.85
2. Alpha Paving Industries, LLC - $295,615.49
3. Lone Star Paving Company - $299,551.53

The Contractor's low base bid is $1,430.08 above the Engineer's Estimate, a cost increase of 0.6%.

In addition to meeting the bid qualifications subject to being low bidder, Texas Materials Group, Inc. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $234,637.85 and the previous work experience, I recommend to the Williamson County Commissioners' Court that they award Texas Materials Group, Inc. the contract for the CR 266 Milling and Overlay Project.

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

Sincerely,

JTE

J. Terron Evertson, P.E.
County Engineer

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and _____Texas Materials Group, Inc.___ ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the ___IFB____ Solicitation # __T4679___, _ __CR 266 Milling and Overlay_____; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of _Two Hundred and Thirty Four Thousand Six Hundred Thirty Seven Dollars and Eighty-Five Cents_ ($_234,637.85_) in accordance with the terms and conditions of this Agreement.

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

As described in the ___IFB__ Solicitation # ___T4679___, 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.

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.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

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: __Fifteen (15) Working Days__

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 **on or before _Twenty (20) Working Days____**; 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 ___**$500 Per Day**__from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$2,000,000

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

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

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: John Thomas

Title: Project Manager

Date: 8/4/21

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

Commissioners Court - Regular Session **41.**

Meeting Date: 08/10/2021

Awarding IFB T4676 Williams Drive Milling, Sealing and Overlay

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #T4676 Williams Drive Milling, Sealing and Overlay and Overlay to Lone Star Paving Company in the amount of $920,321.97 and authorizing execution of the agreement.

Background

The Purchasing Department solicited bids for Williams Drive Milling, Sealing and Overlay. One hundred fifty (150) suppliers were invited to bid of which five (5) suppliers viewed the bid documents and three (3) responded. The Road and Bridge Department determined Lone Star Paving as the lowest responsible bidder in the amount of $920,321.97. The Road and Bridge Department point of contact is Terron Evertson. Funds are budgeted in the FY 21 funding source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter
agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/05/2021 09:57 AM
County Judge Exec Asst.	Becky Pruitt	08/05/2021 09:59 AM
Form Started By: Andrew Portillo		Started On: 08/03/2021 09:07 AM
Final Approval Date: 08/05/2021		

WILLIAMSON COUNTY
1848

July 23, 2021

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

Subject: Recommendation for Williams Dr Milling and Overlay Project – Bid #T4676

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

1. Lone Star Paving Company. - $920,321.97
2. Texas Materials Group, Inc - $1,097,783.37
3. Alpha Paving Industries, LLC - $1,750,710.97

The Contractor's low base bid is $14,031.12 below the Engineer's Estimate, a cost decrease of 1.5%.

In addition to meeting the bid qualifications subject to being low bidder, Lone Star Paving Company has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $920,321.97 and the previous work experience, I recommend to the Williamson County Commissioners' Court that they award Lone Star Paving Company the contract for the Williams Dr Milling and Overlay Project.

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

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and ___Lone Star Paving Company__ ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the __IFB__ Solicitation # __T4676__, __Williams Dr Milling, Sealing and Overlay Project__; 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 _Nine Hundred Twenty Thousand Three Hundred and Twenty One Dollars and Ninety Seven cents_ ($_920,321.97_) in accordance with the terms and conditions of this Agreement.

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

As described in the __IFB___ Solicitation # __T4676__, 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.

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.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

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: _Fifteen (15) Working Days___

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 **on or before _Twenty (20) Working Days__**; 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 __**$500 per day**___from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$2,000,000

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

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

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____

Phone _____
Fax _____

CONTRACTOR:

By: Michael Crum

Printed Name: Michael Crum

Title: P.M.

Date: 8/3/2021

Contractor's Designated Representative:

Michael Crum
_____
_____

Phone 512-993-9079
Fax _____

Commissioners Court - Regular Session **42.**

Meeting Date: 08/10/2021

Award IFB T4592 Winding Creek PL, Teravista PKWY and Greenside TRL

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #T4592 Winding Creek PL, Teravista PKWY and Greenside TRL C&G Replacement, Full Depth Repair, Level-up, Milling, Sealing, Overlay and Striping and Overlay to Alpha Paving Industries LLC in the amount of $419,710.25 and authorizing execution of the agreement.

Background

The Purchasing Department solicited bids for Winding Creek PL, Teravista PKWY and Greenside TRL C&G Replacement, Full Depth Repair, Level-up, Milling, Sealing, Overlay and Striping. One hundred forty-four (144) suppliers were invited to bid of which five (5) suppliers viewed the bid documents and three (3) submitted offers. The Road and Bridge Department determined Lone Star Paving as the lowest bidder in the amount of $419,710.25. The Road and Bridge Department point of contact is Terron Evertson. Funds are budgeted in the FY 21 funding source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter
agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/05/2021 10:04 AM
County Judge Exec Asst.	Becky Pruitt	08/05/2021 10:24 AM
Form Started By: Andrew Portillo		Started On: 08/03/2021 09:08 AM
Final Approval Date: 08/05/2021		

WILLIAMSON COUNTY
1848

July 22, 2021

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

Subject: Recommendation for Winding Creek Pl, Teravista Pkwy, Greenside Trl Milling and Overlay – Bid #T4592

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

1. Lone Star Paving - $419,710.25
2. Texas Material Group, Inc. - $421,074.60
3. Alpha Paving Industries, LLC - $630,998.21

The Contractor's low base bid is $6,483.25 above the Engineer's Estimate, a cost increase of 1.54%.

In addition to meeting the bid qualifications subject to being low bidder, Lone Star Paving has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $419,710.25 and the previous work experience, I recommend to the Williamson County Commissioners' Court that they award Lone Star Paving the contract for the Winding Creek Pl, Teravista Pkwy, Greenside Trl Milling and Overlay Project.

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

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and ___Lone Star Paving Company__ ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the __IFB__ Solicitation # __T4592__, _Winding Creek PL, Teravista PKWY and Greenside TRL C&G replacement, full depth repair, level-up, Milling, Sealing, Overlay and Striping_; 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 _Four Hundred and Nineteen Thousand Seven and Ten Dollars and Twenty Five cents_ ($_419,710.25_) in accordance with the terms and conditions of this Agreement.

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

As described in the __IFB___ Solicitation # __T4592__, 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.

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.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

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: _Fifteen (15) Working Days___

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 **on or before _Twenty (20) Working Days__**; 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 **__$500 per day___**from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability *(including premises, completed operations and contractual)*	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$2,000,000

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

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

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:
(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 **Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 **Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 **Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 **Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 **Interest and Late Payments.** Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: Michael Crum, Jr.

Printed Name: Michael Crum, Jr.

Title: PM

Date: 8/4/2021

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

Michael Crum
_____
_____
_____
Phone 512-993-9079
Fax _____

Commissioners Court - Regular Session **43.**

Meeting Date: 08/10/2021

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.

This change order was originally included on the August 3, 2021, Commissioners Court Agenda but was pulled due to incomplete signatures.

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	08/05/2021 09:05 AM
Form Started By: Mayra Ramos		Started On: 08/04/2021 09:51 AM
Final Approval Date: 08/05/2021		

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 8-3-21

By

Typed/Printed Name Edward G. Schmidt

Typed/Printed Title V.P.

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 8/4/21 Date

N/A
Design Engineer Date

Program Manager 8/04/2021 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			[illegible] $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	[illegible]	450.00	[illegible] $900.00
682	6004	YELLOW ARROW	EA	4	[illegible]	450.00	[illegible] $1,800.00
682	6002	GREEN ARROW	EA	2	[illegible]	450.00	[illegible] $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					[illegible] $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

CHANGE ORDER PROPOSAL

July 20, 2021

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 — Originator

Lowell D. Choate, P.E. — 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.

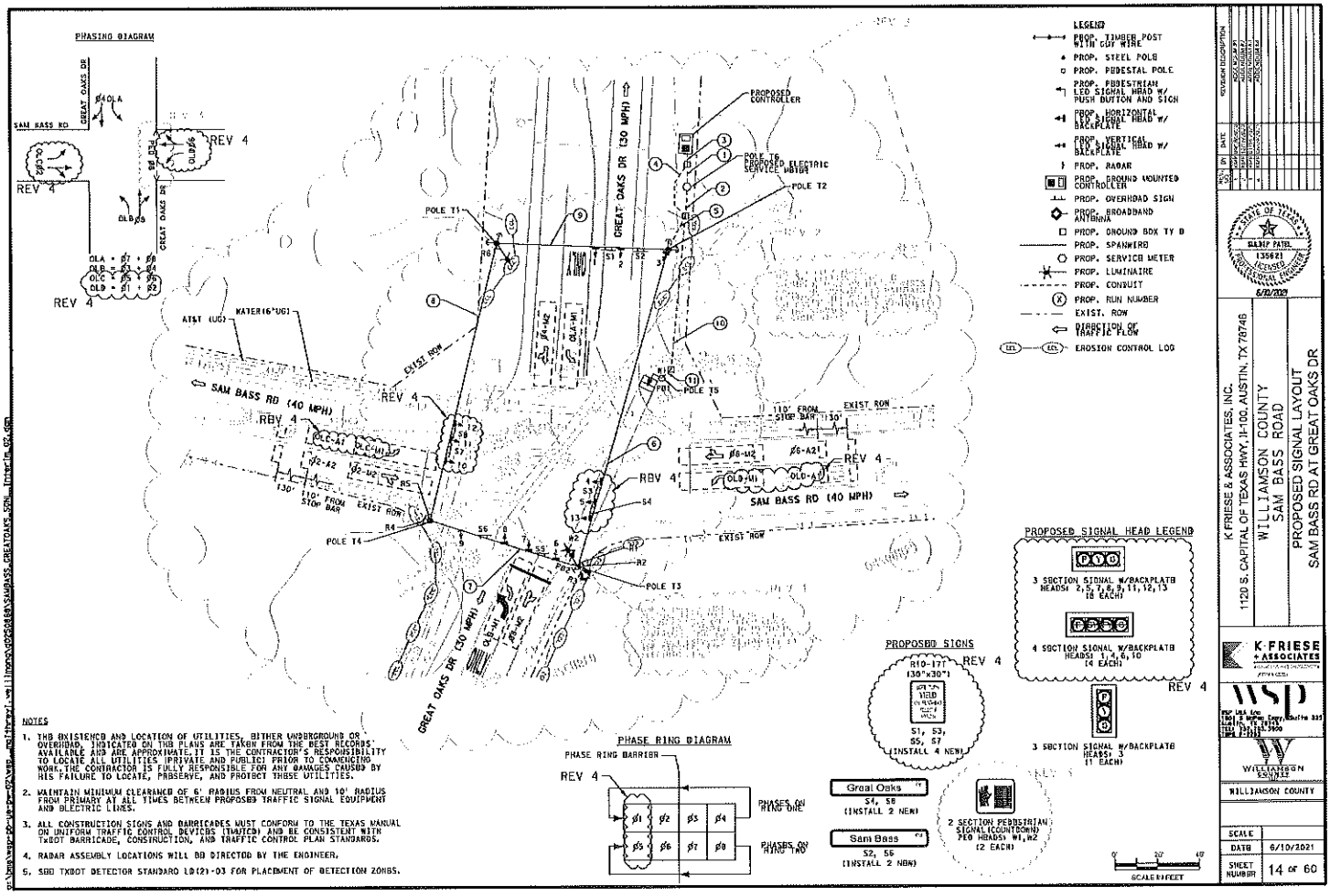
Kuldip Patel — Responder

6/9/2021 — 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:



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.

NO.	BY	DATE	REVISION DESCRIPTION
1			ADDENDUM #1
2			ADDENDUM #2
3			ADDENDUM #3
4			ADDENDUM #4

STATE OF TEXAS
BLAKE 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

WSP USA Inc.
Texas Engineering Firm F-2700
Texas Surveying Firm LSC-100

WILLIAMSON COUNTY

SCALE	
DATE	6/10/2021
SHEET NUMBER	14 OF 60

Commissioners Court - Regular Session **44.**

Meeting Date: 08/10/2021

CR 404 Realignment RPS Work Authorization No. 2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No. 2 as part of 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

The attached revised Work Authorization #2 for CR 404 Realignment schematic and PS&E is intended to replace the back-up that was included with item #41 from the August 3, 2021, Commissioners Court Agenda that was approved. The revised work authorization includes an effective date of July 14 th that allows RPS to be compensated for design efforts that were expedited to maintain the overall project schedule.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR404-RPS-WA2REVISED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/05/2021 12:18 PM
Form Started By: Marie Walters		Started On: 08/05/2021 11:47 AM
Final Approval Date: 08/05/2021		

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

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 April 20, 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 as of July 14, 2021, subject to 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

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

EXECUTED this ____ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

Doug Matthys
Printed Name

Chief Executive Officer North America
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

8/5/2021

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

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.

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

13. Send Right of Entry letters to property owners.

14. Provide preferred pavement structural section for evaluation

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

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.

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

- 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.

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

- 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.

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

- 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:

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

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:**

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

- 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.*

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

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

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

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:

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

- 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.

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

- 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.

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

- 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.

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

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:

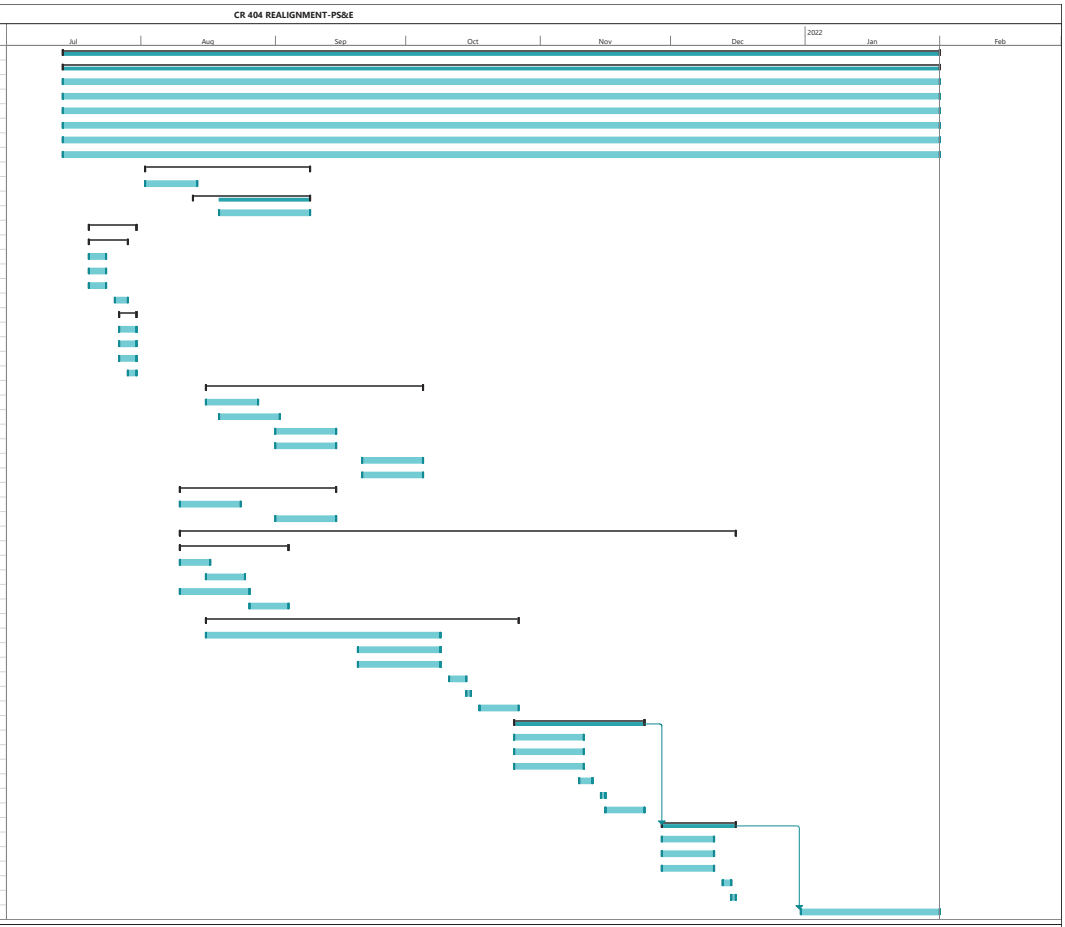
- TRAFFIC DATA COLLECION OR TRAFFIC ANALYSIS.
- ROW ACQUISITION
- PUBLIC INVOLVEMENT (AREADY COVERED IN CR404 CORRIDOR STUDY WA#1)
- DETENTION & WATER QUALITY PLANS
- DRAFT & FINAL RHCP APPLICATION
- DRAFT & FINAL THREATENED AND ENDANGERED SPECIES HABITAT ASSESSMENT REPORT
- DRAFT & FINAL TXDOT SPECIES 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.

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

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



DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

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		

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

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		

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

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	
Anyfize 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		

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

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**

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

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**

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

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**

DocuSign Envelope ID: 0D2A5FB1-0DC3-45FE-94B5-58ED5E21E1D8

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 **45.**

Meeting Date: 08/10/2021

FM3349atUS79 HDR Contract Amendment No. 3

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the FM 3349 at US 79 Intersection contract between Williamson County and HDR Engineering, Inc. relating to the 2019 Road Bond program. Project: P332.Fund Source: Road Bonds.

Background

The Contract Amendment No. 3 amends the Exhibit D — Rate Schedule per the CPI language in the master contract. No other changes are proposed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FM3349atUS79-HDR-ContractAmendment3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/05/2021 09:06 AM
Form Started By: Marie Walters		Started On: 08/04/2021 04:32 PM
Final Approval Date: 08/05/2021		

CONTRACT AMENDMENT NO. 3___
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:

FM 3349 at US 79 [P332] ("Project")

THIS CONTRACT AMENDMENT NO. 3 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 HDR Engineering, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective July 23, 2019 (the "Contract");

WHEREAS, the County and the Engineer executed Contract Amendment No. 1 on August 4, 2020 to increase the maximum amount payable under the Contract to $ 3,350,000.00;

WHEREAS, the County and the Engineer executed Contract Amendment No. 2 on June 29, 2021 to increase the maximum amount payable under the Contract to $ 3,850,000.000;

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment; 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 hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

Mark Borenstein, PE
Printed Name

Vice President
Title

08/02/21
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

8/04/2021

EXHIBIT D

RATE SCHEDULE

PROJECT: FM 3349 at US 79 [P332]

HDR Engineering, Inc.:

Project Manager	$ 298.44	per hour
Sr. QC Reviewer	$ 264.58	per hour
Senior Project Engineer	$ 219.07	per hour
Project Engineer	$ 175.68	per hour
Design Engineer	$ 141.81	per hour
EIT	$ 125.94	per hour
Senior GIS Technician	$ 144.99	per hour
Sr Engineer Technician	$ 122.76	per hour
CADD Operator	$ 99.48	per hour
Senior Environmental Project Manager	$ 263.52	per hour
Senior Environmental Planner	$ 175.68	per hour
Senior Environmental Scientist	$ 134.41	per hour
Environmental Scientist	$ 79.37	per hour
Admin/Clerical	$ 71.97	per hour
Sr. Structural Engineer	$ 287.86	per hour
Structural Engineer	$ 188.38	per hour
Sr. Drainage Engineer	$ 170.39	per hour
Sr. Traffic Engineer	$ 255.05	per hour
Traffic Engineer	$ 153.46	per hour

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy.

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.

Commissioners Court - Regular Session **46.**

Meeting Date: 08/10/2021

TXDOT Resolution

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 Resolution with TXDOT regarding an Agreement to Contribute Right of Way Funds for certain highway improvements on FM 1466.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/05/2021 09:09 AM
Form Started By: Charlie Crossfield		Started On: 08/05/2021 08:30 AM
Final Approval Date: 08/05/2021		

STATE OF TEXAS	*****	***THE COMMISSIONERS COURT***
		OF
COUNTY OF WILLIAMSON	*****	***WILLLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT That on this, the 10th day of August, 2021, the Commissioners Court of Williamson County, Texas, met is duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, An Agreement to Contribute Right of Way Funds (Fixed Price $19,446.50) for certain highway improvements on FM 1466 which would benefit the citizens of Williamson County.

NOW THEREFORE, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Trans.

RESOLVED THIS ___ DAY OF _____, 2021

_____

Bill Gravell Jr., County Judge

Attest:

_____

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **47.**

Meeting Date: 08/10/2021

TXDOT Agreement to Contribute ROW Funds for FM 1466

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement to Contribute Right of Way Funds (Fixed Price) with TxDoT regarding highway improvements to FM 1466 from SH 95 to 0.21 Miles N of CR 469.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TXDOT Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/05/2021 09:10 AM
Form Started By: Charlie Crossfield		Started On: 08/05/2021 08:33 AM
Final Approval Date: 08/05/2021		

County WILLIAMSON
District AUSTIN
ROW CSJ #1200-04-018
CCSJ #1200-04-015
Federal Project #:_____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "**State**"), and Williamson County, Texas, acting through its duly authorized officials (the "**Local Government**").

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 1466 from SH 95 to 0.210 Miles N of CR 469, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "**Project**"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

County WILLIAMSON
District AUSTIN
ROW CSJ #1200-04-018
CCSJ #1200-04-015
Federal Project #:_____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The agreement is terminated in writing with the mutual consent of the parties;

B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or

C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.

B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:

- **1.** site conditions change;
- **2.** work requested by the Local Government is ineligible for federal participation; or
- **3.** the adjustment is mutually agreed on by the State and the Local Government.

C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.

E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.

F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.

B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.

D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	**State:**
The Honoroable Bill Gravell, Jr.	Director of Right of Way Division
Williamson County Judge	Texas Department of Transportation
710 S. Main Street, Ste. 101	125 E. 11th Street
Georgetown, TX 78626	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties 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 manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled “Equal Employment Opportunity,” as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission**.**

23. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://txdot.gov/inside-txdot/office/audit/contact.html

C. If expenditures are less than $750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

County WILLIAMSON
District AUSTIN
ROW CSJ #1200-04-018
CCSJ #1200-04-015
Federal Project #:_____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

Williamson County Judge
Title

_____
Date

THE STATE OF TEXAS

_____
Rose Wheeler
Contracts and Finance Director
Right of Way Division
Texas Department of Transportation

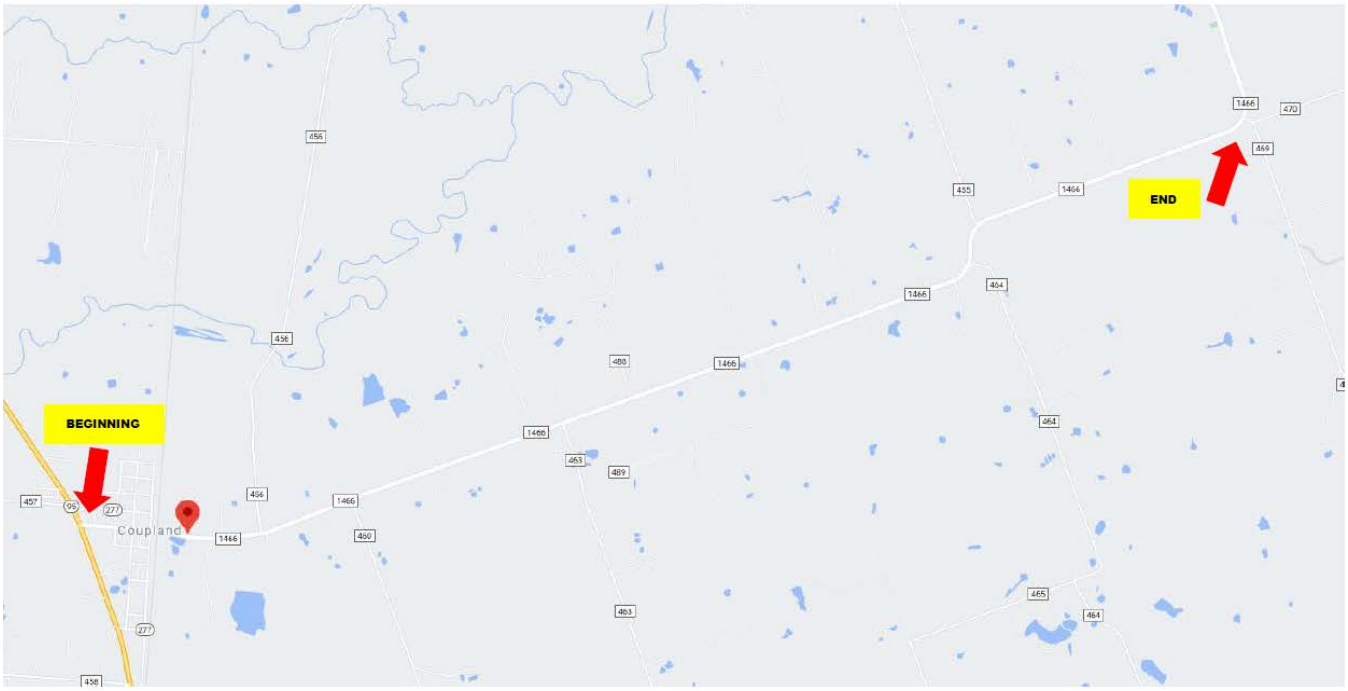
_____
Date

County WILLIAMSON
District AUSTIN
ROW CSJ #1200-04-018
CCSJ #1200-04-015
Federal Project #:_____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

County WILLIAMSON
District AUSTIN
ROW CSJ #1200-04-018
CCSJ #1200-04-015
Federal Project #:_____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT B
LOCATION MAP SHOWING PROJECT



ATTACHMENT C
PROJECT BUDGET ESTIMATE

Texas Department of Transportation

County	Williamson
District	Austin District
ROW CSJ #	1200-04-018
CCSJ #	1200-04-015

Federal Project #	
CFDA Title: Highway Planning and Construction	
FHWA CFDA # 20.205	
Federal Highway Administration	
Not Research and Development	

Standard Agreement to Contribute
State Performs Work
Attachment C

Description	Total Estimated Cost	Participation				Total % (should be 100%)
		State		Local		
		%	Cost	%	Cost	
Right of Way Acquisition	$91,965.00	90.0%	$82,768.50	10.0%	$9,196.50	100.0%
Reimbursable Utility Adjustments	$102,500.00	90.0%	$92,250.00	10.0%	$10,250.00	100.0%
Joint Bid - Reimbursable Utility Adjustments						0.0%
TOTAL	$194,465.00		$175,018.50		$19,446.50	

Fixed Amount
Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

Revised 7/31/2018

Commissioners Court - Regular Session **48.**

Meeting Date: 08/10/2021

SE Loop 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 RCR Taylor Land, L.P. for right of way needed on the SE Loop project (Parcels 78, 84 Parts 1-3).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/05/2021 09:10 AM
Form Started By: Charlie Crossfield		Started On: 08/05/2021 08:35 AM
Final Approval Date: 08/05/2021		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 78, 84P1-3, 78GE
COUNTY OF WILLIAMSON	§	Project: FM 3349 / South East Loop

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **RCR TAYLOR LAND, L.P., 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 portions of the Grantor's property for the purpose of constructing the FM 3349 / South East Loop Project and related appurtenances 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-C") and made a part of this Agreement by reference (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 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 and Grantee covenants, warranties, and obligations under this Agreement, the County and Grantor agree to postpone proceeding with a formal condemnation suit so that the parties may engage in additional good faith efforts to negotiate all available monetary and non-monetary compensation alternatives for acceptable conveyance of the Property upon terms which are acceptable to the parties herein. The County will be entitled to take possession and use of the Property upon full execution and recording of this document by County in the Official Records of Williamson County, subject to the conditions in paragraph 13 below, if any. The parties agree that the conditions and representations in this Agreement represent adequate and full compensation for the possession and use of the Property.

3. The effective date of this Agreement will be the date on which the final required party executes the Agreement (the "Effective Date").

4. The Grantor warrants and represents by, through, or under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances (and any subsequent updates prior to the Effective Date), and that proper releases 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 as of the Effective Date.

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 1, 2021.

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, except as such removal or construction of improvements may impact or damage the Remainder. 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. Payment of any interest may be deferred by the County until sixty (60) 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 and Grantee to continue negotiations for monetary and/or non-monetary alternative forms of compensation for the Property which is acceptable to both parties. 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 undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.

10. 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, 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.

11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

12. It is agreed the County will record this document.

13. Other conditions:

    (a) If Grantor determines in good faith that that parties are unable to agree upon any monetary or non-monetary compensation to acquire the Property, upon written request from Grantor the County shall proceed with any remaining statutory prerequisites to filing a condemnation suit to acquire the Property, and shall schedule a Special Commissioners hearing for any legally available acquisition of the Property within one hundred twenty (120) days following such request.

    (b) Should there be a Special Commissioners' Award ("Award") in any future condemnation suit to acquire the Property, the County shall tender the amount of such Award to the registry of the court within 30 (thirty) days of the date that the Award document is filed with the applicable court.

14. 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 (if any) recited herein:

Tenants: NA

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 for its current uses, 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:

RCR TAYLOR LAND, L.P.,
a Texas limited partnership

By: _____

Name: Hyde McAlister

Its: Manager GP

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on this the 27 day of July, 2021 by Hyde McAlister, in the capacity and for the purposes and consideration recited herein.

MARCIA F. VANDER VEGTE
My Notary ID # 8059557
Expires October 20, 2021

Marcia F. Vander Vegte
Notary Public, State of Texas

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

TENANT:

By: NA

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this the ___ day of _____, 2021 by _____, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name: _____

A

EXHIBIT____
PROPERTY DESCRIPTION FOR PARCEL 78

DESCRIPTION OF A 12.327 ACRE (536,950 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484 AND THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 IN WILLIAMSON COUNTY, TEXAS, BEING A 0.851 ACRE, 37,081 SQUARE FOOT PORTION OF THE SOUTHERLY WEST REMAINDER OF THAT CALLED 193.41 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO RCR TAYLOR LAND, L.P. RECORDED IN DOCUMENT NO. 2018058726 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A 4.272 ACRE, 186,111 SQUARE FOOT PORTION OF THE WESTERLY REMAINDER OF THAT CALLED 183.94 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO RCR TAYLOR LAND, L.P. RECORDED IN DOCUMENT NO. 2018058735 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A 4.247 ACRE, 184,999 SQUARE FOOT PORTION OF THE WESTERLY REMAINDER OF THAT CALLED 183.84 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO RCR TAYLOR LAND, L.P. RECORDED IN DOCUMENT NO. 2018058736 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A 2.956 ACRE, 128,757 SQUARE FOOT PORTION OF THE REMAINDER OF THAT CALLED 194.559 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO RCR TAYLOR LAND, L.P. RECORDED IN DOCUMENT NO. 2018058746 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 12.327 ACRE (536,950 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10,175,457.11, E=3,193,649.92 TxSPC Zone 4203) in the proposed easterly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), being in the northerly boundary line of said remainder of the 193.41 acre tract, same being the westerly boundary line of that called 67.16 acre tract of land described in Special Warranty Deed to RCR Taylor Rail, L.P. recorded in Document No. 2019088597 of the Official Public Records of Williamson County, Texas, and being the westerly boundary line of Lot 1, Block 1, RCR-Taylor Logistics Park Minor Plat, Phase 1, a subdivision of record in Document No. 2020121869 of the Official Public Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said 67.16 acre tract, with said proposed easterly ROW line, through the interior of said remainder of the 193.41 acre tract, the following two (2) courses:

1) **S 06°37'27" E**, for a distance of **44.96** feet to an iron rod with aluminum cap stamped "ROW 4933" set for an angle point;

2) **S 05°38'28" W**, for a distance of **312.46** feet to an iron rod with aluminum cap stamped "ROW 4933" set being in the southerly boundary line of said remainder of the 193.41 acre tract, same being the northerly boundary line of said remainder of the 183.94 acre tract, and from which an iron rod with plastic cap stamped "SAM INC." found being the southeasterly corner of said remainder of the 193.41 acre tract, and being the northeasterly corner of said remainder of the 183.94 acre tract bears S 82°56'30" E, at a distance of 4,630.39 feet,

3) **THENCE**, continuing with said proposed easterly ROW line, **S 07°39'21" W**, at a distance of 1,006.86 feet, pass an iron rod with aluminum cap stamped "ROW 4933 ADL" set, being the beginning of an Access Denial Line (ADL), at a distance of 1,599.86 feet, pass another iron rod with aluminum cap stamped "ROW 4933 ADL" set at the end of said ADL, at a distance of 1,689.66 feet, pass an iron rod with aluminum cap stamped "ROW 4933" set in the southerly boundary line of said remainder of the 183.94 acre tract, same being the northerly boundary line of the remainder of said 183.84 acre tract, and from which and iron rod with plastic cap stamped "SAM INC." found being the southeasterly corner of said remainder of the 183.94 acre tract, same being the northeasterly corner of said remainder of the 183.84 acre tract bears S 82°56'27" E, at a distance of 4,633.92 feet, at a distance of 2,676.41 feet, pass an iron rod with aluminum cap stamped "ROW 4933 ADL" set, being the beginning of another Access Denial Line (ADL), at a distance of 3,406.22 feet pass an iron rod with aluminum cap stamped "ROW 4933" set in the southerly boundary line of said remainder of the 183.84 acre tract, same being the northerly boundary line of said remainder of the 194.559 acre tract,

and from which an iron rod with plastic cap stamped "SAM INC." found being the southeasterly corner of said remainder of the 183.84 acre tract, same being the northeasterly corner of said remainder of the 194.559 acre tract bears S 82°56'28" E, at a distance of 4,407.07 feet, at a distance of 3,734.36 feet, pass another iron rod with aluminum cap stamped "ROW 4933 ADL" set at the end of said ADL, and continuing for a total distance of 4,648.36 feet to an iron rod with aluminum cap stamped "ROW 4933" set in the most northerly southerly boundary line of said remainder of the 194.559 acre tract, same being the northerly boundary line of that called 58.001 acre tract of land described in Warranty Deed to Raymond E. Naviar and wife, Diane E. Naviar recorded in Volume 713, Page 723 of the Deed Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;

4) THENCE, departing said proposed easterly ROW line, with the common line of said remainder of the 194.559 acre tract and said 58.001 acre tract N 82°27'25" W, for a distance of 102.49 feet to a calculated point in the existing easterly ROW line of said F. M. 3349 (100' ROW width), being the northwesterly corner of said 58.001 acre tract, being the most westerly southwest corner of said remainder of the 194.559 acre tract, also being the southeasterly corner of that called 2.8485 acre ROW tract described in Deed to the State of Texas recorded in Volume 673, Page 213, of the Deed Records of Williamson County, Texas, for the southwesterly corner of the herein described parcel, and from which, a TxDOT Type 1, concrete ROW monument found, being an angle point in said existing easterly ROW line bears S 07°39'54" W, at a distance of 139.47 feet;

THENCE, with said existing easterly ROW line, being the easterly line of said 2.8485 acre ROW tract and the westerly boundary line of said remainder of the 194.559 acre tract, the following two (2) courses:

5) N 07°39'54" E, for a distance of 240.26 feet to a calculated angle point in said existing easterly ROW line;

6) N 07°28'48" E, for a distance of 1,000.99 feet to a 1/2" iron rod found, being the northwesterly corner of said remainder of the 194.559 acre tract, same being the southwesterly corner of said remainder of the 183.84 acre tract, also being the northeasterly corner of said 2.8485 acre ROW tract and the southeasterly corner of that called 3.9420 acre ROW tract described in Deed to the State of Texas recorded in Volume 673, Page 210 of the Deed Records of Williamson County, Texas;

THENCE, continuing with said existing easterly ROW line, being the easterly line of said 3.4920 acre ROW tract and the westerly boundary line of said remainder of the 183.84 acre tract, the following two (2) courses:

7) N 07°28'48" E, for a distance of 892.04 feet to a 1/2" iron rod found for an angle point;

8) N 07°35'28" E for a distance of 824.49 feet to a 1/2" iron rod found, being the northwesterly corner of said remainder of the 183.84 acre tract, same being the southwesterly corner of said remainder of the 183.94 acre tract, also being the northeasterly corner of said 3.9420 acre ROW tract and the southeasterly corner of that called 3.8806 acre tract described in Deed to the State of Texas recorded in Volume 673, Page 207 of the Deed Records of Williamson County, Texas,

9) THENCE, continuing with said existing easterly ROW line, being the easterly line of said 3.8806 acre ROW tract and the westerly boundary line of said remainder of the 183.94 acre tract, N 07°35'28" E, for a distance of 1,689.64 feet to a 1/2" iron rod found, being the northwesterly corner of said remainder of the 183.94 acre tract, same being the southwesterly corner of said remainder of the 193.41 acre tract, also being the northeasterly corner of said 3.8806 acre ROW tract and the southeasterly corner of that called 3.2375 acre tract described in Deed to the State of Texas recorded in Volume 673, Page 200 of the Deed Records of Williamson County, Texas,

THENCE, continuing with said existing easterly ROW line, being the easterly line of said 3.2375 acre ROW tract and the westerly boundary line of said remainder of the 193.41 acre tract, the following two (2) courses:

10) N 07°35'28" E, for a distance of 204.03 feet to a 1/2" iron rod found for an angle point;

11) N 07°16'48" E, for a distance of 148.21 feet to an iron rod with plastic cap stamped "SAM INC" found for the northwesterly corner of said remainder of the 193.41 acre tract, same being an angle point in the westerly boundary line of said 67.16 acre tract, for the northwesterly corner of the herein described parcel,

12) THENCE, departing said existing easterly ROW line, with the common boundary line of said remainder of the 193.41 acre tract and said 67.16 acre tract, S 85°22'03" E, for a distance of 90.35 feet to the POINT OF BEGINNING, containing 12.327 acres, (536,950 square feet) of land, more or less.

Control of Access Clause:

Access will be prohibited across the 593 foot 'Access Denial Line' and the 1,076.55 foot 'Access Denial Line' to the highway facility from the remainder of the property lying adjacent to FM 3349.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 13 July 2021

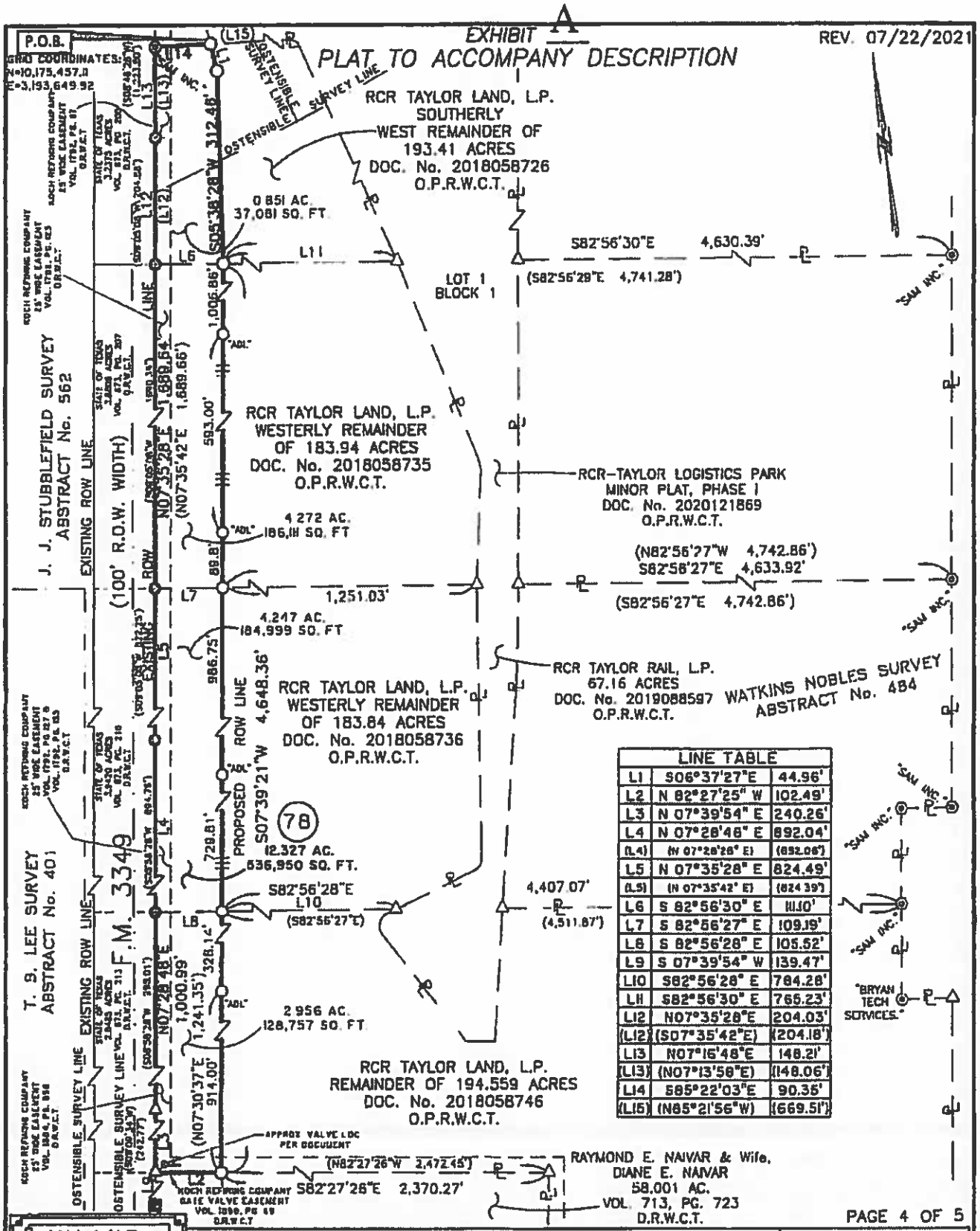
M Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT A

REV. 07/22/2021

PLAT TO ACCOMPANY DESCRIPTION



LINE TABLE		
L1	S06°37'27"E	44.96'
L2	N 82°27'25" W	102.49'
L3	N 07°39'54" E	240.26'
L4	N 07°28'48" E	892.04'
(L4)	(N 07°28'28" E)	(892.06')
L5	N 07°35'28" E	824.49'
(L5)	(N 07°35'42" E)	(824.39')
L6	S 82°56'30" E	111.10'
L7	S 82°56'27" E	109.19'
L8	S 82°56'28" E	105.52'
L9	S 07°39'54" W	139.47'
L10	S82°56'28" E	784.28'
L11	S82°56'30" E	765.23'
L12	N07°35'28"E	204.03'
(L12)	(S07°35'42"E)	(204.18')
L13	N07°16'48"E	148.21'
(L13)	(N07°13'58"E)	(148.06')
L14	S85°22'03"E	90.35'
(L15)	(N85°21'56"W)	(669.51')

INLAND GEODETICS

RCR TAYLOR LAND, L.P.			
SCALE	PROJECT	COUNTY	PARCEL 78
1" = 200'	F.M. 3349	WILLIAMSON	

EXHIBIT A

REV. 07/22/2021

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET UNLESS NOTED OTHERWISE	P.O.B	POINT OF BEGINNING
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP	—— III ——	ACCESS DENIAL LINE "ADL"

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2017951-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 8, 2020, ISSUE DATE APRIL 20, 2020.

10g. CHANNEL EASEMENT VOLUME 673, PG. 204 – DOES NOT AFFECT.

h. PIPELINE EASEMENT VOLUME 1792, PG. 117 – AFFECTS AS SHOWN.
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. No. 2010078119 – SUBJECT TO

i PIPELINE EASEMENT VOLUME 1792, PG. 123 – AFFECTS AS SHOWN.
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – SUBJECT TO

J. PIPELINE EASEMENT VOLUME 1792, PG. 127 – AFFECTS AS SHOWN.
RATIFIED IN VOLUME 1792, PG. 133 – DOES NOT AFFECT
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – SUBJECT TO

k. PIPELINE EASEMENT VOLUME 1804, PG. 958 – AFFECTS AS SHOWN.
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – SUBJECT TO

l. GATE VALVE EASEMENT VOLUME 1850, PG. 69 – AFFECTS AS SHOWN
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – SUBJECT TO

m. ORDINANCES:
No. 2018-22 DOCUMENT No. 2018102377 – AFFECTS
No. 2018-23 DOCUMENT No. 2018102378 – AFFECTS
No. 2018-24 DOCUMENT No. 2018102379 – AFFECTS
No. 2018-23 DOCUMENT No. 2018102380 – AFFECTS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 23 July 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

INLAND GEODETICS PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1252 FIRM REGISTRATION NO. 100591-00

RCR TAYLOR LAND, L.P.			PARCEL 78
SCALE 1" = 200'	PROJECT F.M. 3349	COUNTY WILLIAMSON	

EXHIBIT "B"

PROPERTY DESCRIPTION FOR PARCEL 84, PART 1

DESCRIPTION OF A 0.084 ACRE (3,675 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 193.41 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO RCR TAYLOR LAND, L.P. RECORDED IN DOCUMENT NO. 2018058726 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.084 ACRE (3,675 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10,175,861.43, E=3,193,627.35 TxSPC Zone 4203) in the proposed easterly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), being in the westerly boundary line of said remainder of the 193.41 acre tract, same being the southerly boundary line of that called 5.00 acre tract of land described in General Warranty Deed to the City of Hutto recorded in Document No. 2003011596 of the Official Public Records of Williamson County, Texas, for the northeasterly corner and POINT OF BEGINNING of the herein described parcel, and from which, an iron rod with plastic cap stamped "SAM INC." found being the southeasterly corner of said 5.00 acre tract, same being an ell corner in the westerly boundary line of said remainder of the 193.41 acre tract bears S 82°37'54" E, at a distance of 393.68 feet;

1) **THENCE**, departing said 5.00 acre tract, with said proposed easterly ROW line, through the interior of said remainder tract, S 06°37'27" E, for a distance of 71.38 feet to an iron rod with aluminum cap stamped "ROW 4933" set in the southerly boundary line of said remainder tract, same being in an east-west portion of the westerly boundary line of that called 67.16 acre tract of land described in Special Warranty Deed to RCR Taylor Rail, L.P. recorded in Document No. 2019088597 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;

2) **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said remainder tract and said 67.16 acre tract, N 85°20'29" W, for a distance of 60.45 feet to a calculated point in the existing easterly ROW line of F.M. 3349 (100' ROW width), being in the easterly line of that called 3.2375 acre ROW tract described in Deed to the State of Texas recorded in Volume 673, Page 200 of the Deed Records of Williamson County, Texas, same being the southwesterly corner of said remainder tract, also being an ell corner in the westerly boundary line of said 67.16 acre tract, for the southwesterly corner of the herein described parcel;

3) **THENCE**, with the common line of said existing ROW and remainder boundary line, N 07°16'48" E, for a distance of 72.12 feet to an iron rod with plastic cap stamped "SAM INC." found for an ell corner in the westerly boundary line of said remainder tract, same being the southwesterly corner of said 5.00 acre tract, for the northwesterly corner of the herein described parcel, and from which, a TxDOT Type 1 concrete monument found in said existing easterly ROW line, bears N 07°16'48" E, at a distance of 59.98 feet;

4) **THENCE**, departing said existing ROW line, with the common boundary line of said remainder tract and said 5.00 acre tract, S 82°37'54" E, for a distance of 43.24 feet to the **POINT OF BEGINNING**, containing 0.084 acre, (3,675 square feet) of land, more or less.

PROPERTY DESCRIPTION FOR PARCEL 84, PART 2

DESCRIPTION OF A 0.175 ACRE (7,632 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 193.41 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO RCR TAYLOR LAND, L.P. RECORDED IN DOCUMENT NO. 2018058726 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.175 ACRE (7,632 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10,176,325.54, E=3,193,669.88 TxSPC Zone 4203) in the existing easterly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), same being the westerly boundary line of said remainder of the 193.41 acre tract for the southerly corner and POINT OF BEGINNING of the herein described parcel, and from which, an iron rod with plastic cap stamped "VARA" found bears, with said existing easterly ROW line, S 07°16'48" W, at a distance of 175.34 feet, the calculated northeasterly corner of that called 5.00 acre tract to the City of Hutto recorded in Document No. 2003011596 of the Official Public Records of Williamson County, Texas, being an ell corner in the westerly boundary line of said remainder of the 193.41 acre tract and N 82°38'10" W, at a distance of 0.22 feet;

1) THENCE, with said existing easterly ROW line, same being said westerly boundary line, N 07°16'48" E, for a distance of 154.62 feet to a calculated point, being the intersection of said existing easterly ROW line and the southerly ROW line of the Union Pacific Rail Road (UPRR) (200' ROW width) said ROW is depicted on Right Of Way and Track Map International & Great Northern Ry. maps dated June 30, 1917 (Map V-7B/8 Pg. T39/15), for the northeasterly corner of the herein described parcel;

2) THENCE, departing said easterly ROW line, with said southerly UPRR ROW line, N 77°19'11" E, for a distance of 105.03 feet to an iron rod with aluminum cap stamped "ROW 4933" set for the northeasterly corner of the herein described parcel, and from which, the calculated location of a point described in Special Warranty Deed to RCR Taylor Rail, L.P. (67.16 acres) recorded in Document No. 2019086597 as "a 5/8" iron rod with SAM cap set on the south right-of-way line of the Union Pacific Railroad, a 200 foot wide right-of-way, recorded in Volume 17, Page 588, Deed Records of Williamson County, Texas,...." bears with said southerly ROW line N 77°19'11" E, for a distance of 689.23 feet;

3) THENCE, departing said southerly UPRR ROW line, through the interior of said remainder of the 193.41 acre tract, S 34°40'41" W, for a distance of 214.54 feet to the POINT OF BEGINNING, containing 0.175 acre, (7,632 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 20 Dec 2021
M Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

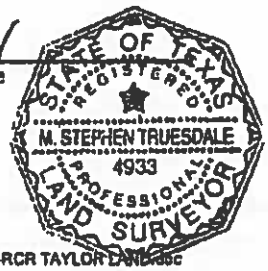
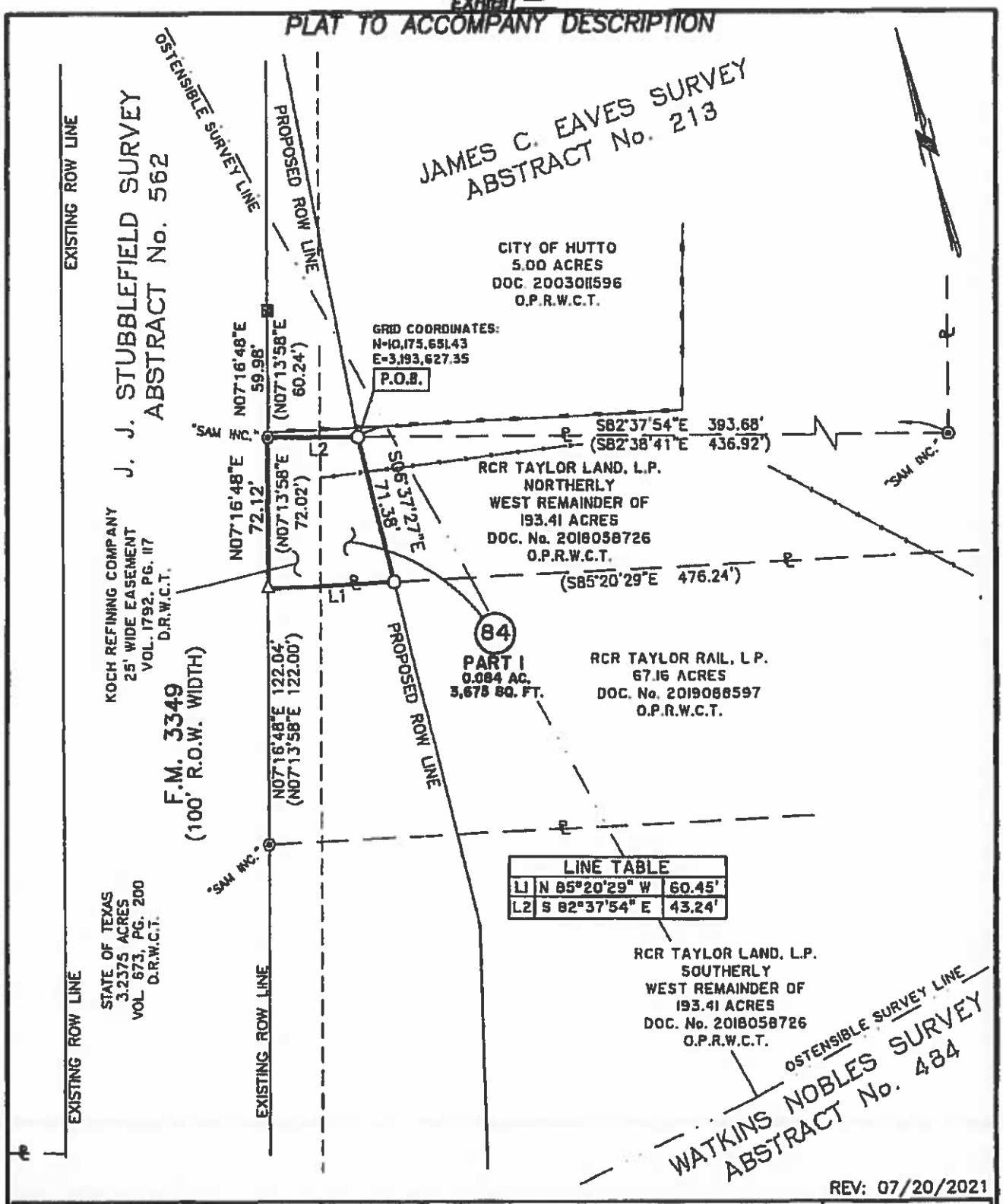


EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION



REV: 07/20/2021

INLAND GEODETICS

PARCEL PLAT SHOWING PROPERTY OF

RCR TAYLOR LAND, L.P.

SCALE		PROJECT	PARCEL
1" = 60'	WILLIAMSON COUNTY	FM 3349	84—PART 1

S:\...\FM3349 OVERPASS\PARCELS\PARCEL 84-PT 1-RCR TAYLOR LAND LP\PARCEL 84-PT 1-RCR TAYLOR LAND LP.dwg

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2017951-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 8, 2020, ISSUE DATE APRIL 20, 2020.

10g. CHANNEL EASEMENT VOLUME 673, PG. 204 – DOES NOT AFFECT.

h. PIPELINE EASEMENT VOLUME 1792, PG. 117 – AFFECTS AS SHOWN.
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. No. 2010078119 – SUBJECT TO

i PIPELINE EASEMENT VOLUME 1792, PG. 123 – DOES NOT AFFECT
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – SUBJECT TO

J. PIPELINE EASEMENT VOLUME 1792, PG. 127 – DOES NOT AFFECT
RATIFIED IN VOLUME 1792, PG. 133 – DOES NOT AFFECT
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – SUBJECT TO

k. PIPELINE EASEMENT VOLUME 1804, PG. 958 – DOES NOT AFFECT
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – SUBJECT TO

l. GATE VALVE EASEMENT VOLUME 1850, PG. 69 – DOES NOT AFFECT
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – SUBJECT TO

m. ORDINANCES:
No. 2018-22 DOCUMENT No. 2018102377 – AFFECTS
No. 2018-23 DOCUMENT No. 2018102378 – DOES NOT AFFECT
No. 2018-24 DOCUMENT No. 2018102379 – DOES NOT AFFECT
No. 2018-23 DOCUMENT No. 2018102380 – DOES NOT AFFECT

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 20 Nov 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

LEGEND

○	IRON ROD WITH PLASTIC CAP STAMPED "INLAND 4933" SET
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
■	TxDOT TYPE I CONCRETE MONUMENT FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

REV: 07/20/2021

INLAND GEODETICS

PARCEL PLAT SHOWING PROPERTY OF
RCR TAYLOR LAND, L.P.

PARCEL 84-PART 1

SCALE 1" = 60'

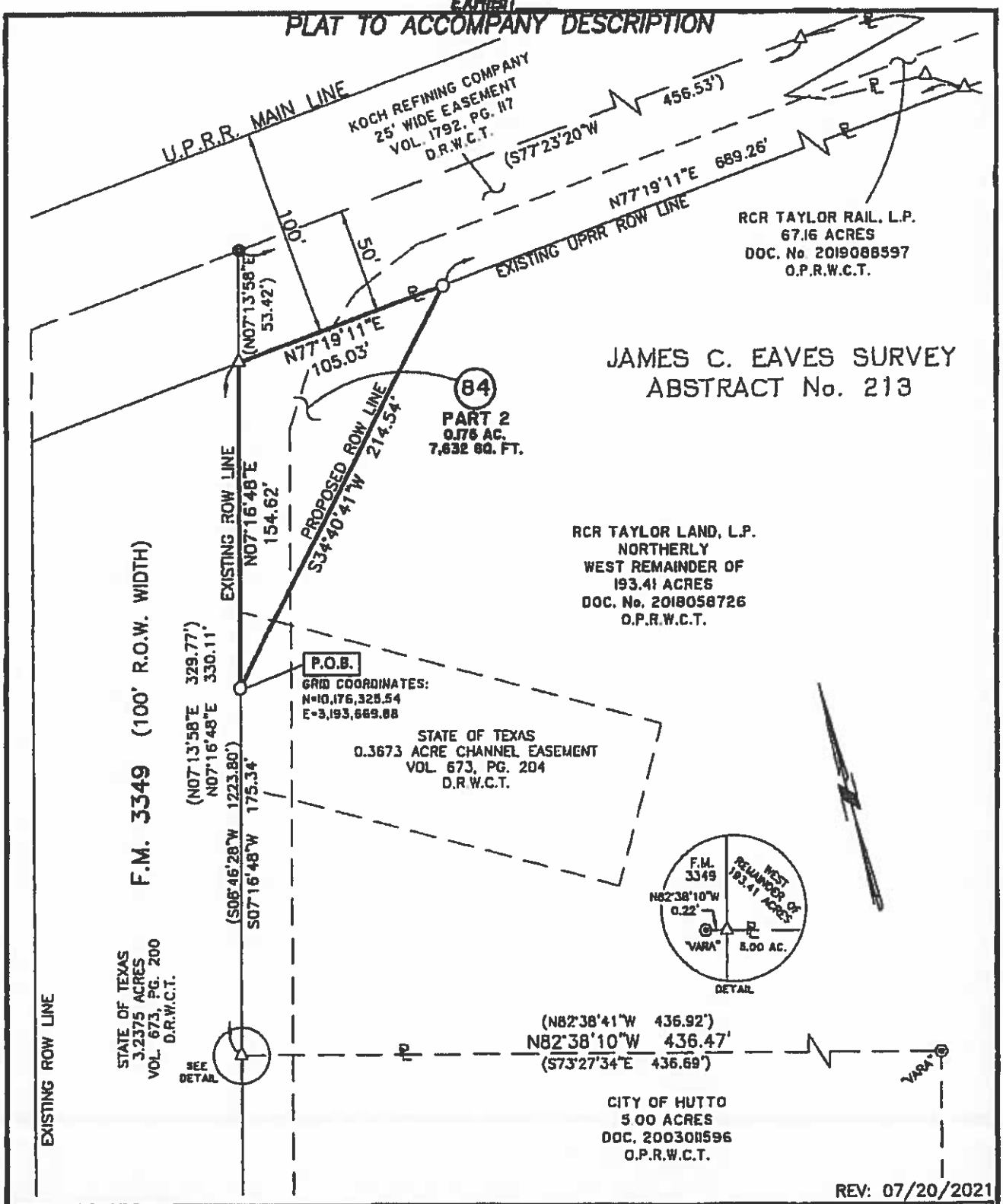
WILLIAMSON COUNTY

PROJECT FM 3349

S:\ RCR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 84-PT 1 RCR TAYLOR LAND LP\PARCEL 84-PT 1-RCR TAYLOR LAND LP.dwg

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION



REV: 07/20/2021

INLAND GEODETICS LLC	PARCEL PLAT SHOWING PROPERTY OF RCR TAYLOR LAND, L.P.	PARCEL 84-PART 2
	SCALE 1" = 60' / WILLIAMSON COUNTY / PROJECT FM 3349	PAGE 5 OF 6

S:\...\PARCEL 84-PT 2-RCR TAYLOR LAND (R)\PARCEL 84-PART 2-RCR TAYLOR LAND 1P.dgn

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2017951-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 8, 2020, ISSUE DATE APRIL 20, 2020.

10g. CHANNEL EASEMENT VOLUME 673, PG. 204 – AFFECTS AS SHOWN.

h. PIPELINE EASEMENT VOLUME 1792, PG. 117 – AFFECTS AS SHOWN.
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. No. 2010078119 – SUBJECT TO

i PIPELINE EASEMENT VOLUME 1792, PG. 123 – DOES NOT AFFECT
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – SUBJECT TO

J. PIPELINE EASEMENT VOLUME 1792, PG. 127 – DOES NOT AFFECT
RATIFIED IN VOLUME 1792, PG. 133 – DOES NOT AFFECT
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – SUBJECT TO

k. PIPELINE EASEMENT VOLUME 1804, PG. 958 – DOES NOT AFFECT
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – SUBJECT TO

l. GATE VALVE EASEMENT VOLUME 1850, PG. 69 – DOES NOT AFFECT
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – SUBJECT TO

m. ORDINANCES:
No. 2018-22 DOCUMENT No. 2018102377 – AFFECTS
No. 2018-23 DOCUMENT No. 2018102378 – DOES NOT AFFECT
No. 2018-24 DOCUMENT No. 2018102379 – DOES NOT AFFECT
No. 2018-25 DOCUMENT No. 2018102380 – DOES NOT AFFECT

LEGEND

○	IRON ROD WITH PLASTIC CAP STAMPED "INLAND 4933" SET
◎	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
▣	TxDOT TYPE I CONCRETE MONUMENT FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 20 JULY 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

REV: 07/20/2021

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681

PARCEL PLAT SHOWING PROPERTY OF
RCR TAYLOR LAND, L.P.

SCALE		PROJECT	PARCEL
1" = 80'	WILLIAMSON COUNTY	FM 3349	84-PART 2

S:\...\PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 84-PT 2-RCR TAYLOR LAND LP\PARCEL 84-PART 2-RCR TAYLOR AND LP.dwg

EXHIBIT C
PROPERTY DESCRIPTION FOR PARCEL 78 – G.E.

DESCRIPTION OF A 2.654 ACRE (115,586 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484 IN WILLIAMSON COUNTY, TEXAS, BEING A 0.970 ACRE, 42,241 SQUARE FOOT PORTION OF A REMAINDER OF THAT CALLED 183.94 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO RCR TAYLOR LAND, L.P. RECORDED IN DOCUMENT NO. 2018058735 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A 0.985 ACRE, 42,914 SQUARE FOOT PORTION OF A REMAINDER OF THAT CALLED 183.84 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO RCR TAYLOR LAND, L.P. RECORDED IN DOCUMENT NO. 2018058736 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A 0.699 ACRE, 30,431 SQUARE FOOT PORTION OF THE REMAINDER OF THAT CALLED 194.559 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO RCR TAYLOR LAND, L.P. RECORDED IN DOCUMENT NO. 2018058746 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.654 ACRE (115,586 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10,175,101.54, E=3,193,624.39 TxSPC Zone 4203) in the proposed easterly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), being the northerly boundary line of said remainder of the 183.94 tract, same being the southerly boundary line of a remainder of that called 193.41 acre tract of land described in Special Warranty Deed to said RCR Taylor Land, L.P. recorded in Document No. 2018058726 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and POINT OF BEGINNING of the herein described parcel, and from which, a ½" iron rod found in the existing easterly ROW line of said F.M. 3349 (100' ROW width), being the northwesterly corner of said remainder of the 183.94 acre tract, same being the southwesterly corner of said remainder of the 193.41 acre tract bears N 82°56'30" W, at a distance of 111.10 feet;

1) **THENCE**, departing said proposed easterly ROW line, with the northerly boundary line of said remainder of the 183.94 tract, same being the southerly boundary line of said remainder of that called 193.41 acre tract, S 82°56'30" E, for a distance of 25.00 feet to the calculated northeasterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "SAM INC." found being the southeasterly corner of the remainder of said 193.41 acre tract, same being the northeasterly corner of the remainder of said 183.94 acre tract bears S 82°56'30" E, at a distance of 4,605.39 feet;

2) **THENCE**, departing said remainder of the 193.41 acre tract, through the interior of said remainder of the 183.94 tract, S 07°39'21" W, at a distance of 1,689.66 feet, pass a calculated point in the southerly boundary line of said remainder of the 183.94 tract, same being the northerly boundary line of a remainder of said 183.84 acre tract, and from said calculated point, the southeasterly corner of a remainder of said 183.94 acre tract, same being the northeasterly corner of a remainder of said 183.84 acre tract bears S 82°56'27" E, at a distance of 4,608.92 feet, at a distance of 3,406.22 feet pass a calculated point in the southerly boundary line of said remainder of the 183.84 tract, same being the northerly boundary line of said remainder of the 194.559 acre tract, and from said calculated point, the southeasterly corner of a remainder of said 183.84 acre tract, same being the northeasterly corner of said remainder of the 194.559 acre tract bears S 82°56'28" E, at a distance of 4,382.07 feet, and continuing for a total distance of 4,623.57 feet to a calculated point in the northerly line of an existing 25 foot wide pipeline easement described in Right Of Way Grant to Koch Refining Company recorded and depicted in Volume 1804, Page 958 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;

3) **THENCE**, with the northerly line of said existing pipeline easement, N 82°27'25" W, for a distance of 25.00 feet to a calculated point in said proposed easterly ROW line of F.M. 3349, for the southwesterly corner of the herein described parcel, and from which, an iron rod with aluminum cap stamped "ROW 4933" set in said proposed ROW line, being the southerly boundary line of said remainder of the 194.559 acre tract, same being the northerly boundary line of that called 58.001 acre tract of land described in Warranty Deed to Raymond E. Naivar and wife, Diane E. Naivar recorded in Volume 713, Page 723 of the Deed Records of Williamson County, Texas, bears, with said proposed easterly ROW line, S 07°39'21" W, at a distance of 25.00 feet;

4) THENCE, with said proposed easterly ROW line, N 07°39'21" E, at a distance of 889.00 feet, pass an iron rod with aluminum cap stamped "ROW 4933 ADL", being the beginning of an Access Denial Line (ADL), at a distance of 1,217.14 feet, pass an iron rod with aluminum cap stamped "ROW 4933" set in the northerly boundary line of said remainder of the 194.559 acre tract, same being the southerly boundary line of said remainder of the 183.84 tract, at a distance of 1,946.95 feet, pass an iron rod with aluminum cap stamped "ROW 4933 ADL", being the end of said Access Denial Line, at a distance of 2,933.70 feet, pass an iron rod with aluminum cap stamped "ROW 4933" set in the northerly boundary line of said remainder of the 183.84 tract, same being the southerly boundary line of said remainder of the 183.94 tract, at a distance of 3,023.50 feet, pass an iron rod with aluminum cap stamped "ROW 4933 ADL", being the beginning of an Access Denial Line, at a distance of 3,616.50 feet, pass an iron rod with aluminum cap stamped "ROW 4933 ADL", being the end of said Access Denial Line, and continuing for a total distance of 4,623.36 feet to the to the POINT OF BEGINNING, containing 2.654 acre, (115,586 square feet) of land, more or less.

NOTE: There is also a 50 foot wide Temporary Construction Easement (T.C.E.) parallel with and easterly of Call 2 of the above description, as depicted on the accompanying Parcel Plat.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 12 July 2021

M Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

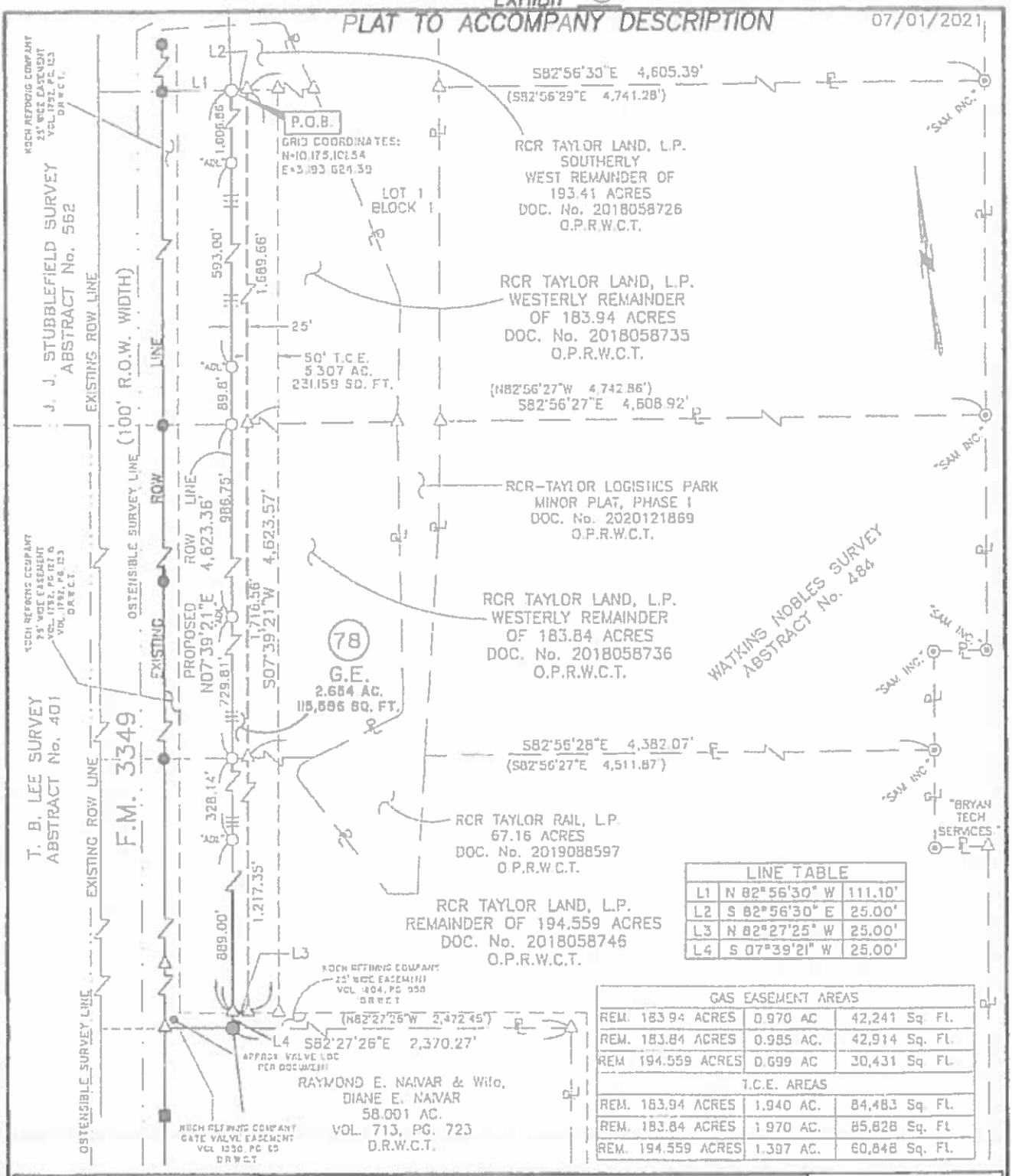
Date



EXHIBIT C

PLAT TO ACCOMPANY DESCRIPTION

07/01/2021



LINE TABLE		
L1	N 82°56'30" W	111.10'
L2	S 82°56'30" E	25.00'
L3	N 82°27'25" W	25.00'
L4	S 07°39'21" W	25.00'

GAS EASEMENT AREAS		
REM. 183.94 ACRES	0.970 AC	42,241 Sq. Ft.
REM. 183.84 ACRES	0.985 AC.	42,914 Sq. Ft.
REM. 194.559 ACRES	0.699 AC	30,431 Sq. Ft.
T.C.E. AREAS		
REM. 183.94 ACRES	1.940 AC.	84,483 Sq. Ft.
REM. 183.84 ACRES	1.970 AC.	85,828 Sq. Ft.
REM. 194.559 ACRES	1.397 AC.	60,848 Sq. Ft.

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

RCR TAYLOR LAND, L.P.

PARCEL 78
G.E.

SCALE	PROJECT	COUNTY
1" = 200'	F.M. 3349	WILLIAMSON

EXHIBIT C

PLAT TO ACCOMPANY DESCRIPTION

07/01/2021

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2017951-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 8, 2020, ISSUE DATE APRIL 20, 2020.

10g. CHANNEL EASEMENT VOLUME 673, PG. 204 – DOES NOT AFFECT.

h. PIPELINE EASEMENT VOLUME 1792, PG. 117 – DOES NOT AFFECT.
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. No. 2010078119 – DOES NOT AFFECT.

i PIPELINE EASEMENT VOLUME 1792, PG. 123 – DOES NOT AFFECT AS SHOWN.
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – DOES NOT AFFECT.

J. PIPELINE EASEMENT VOLUME 1792, PG. 127 – DOES NOT AFFECT AS SHOWN.
RATIFIED IN VOLUME 1792, PG. 133 – DOES NOT AFFECT
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC NO. 2010078119 – DOES NOT AFFECT.

k. PIPELINE EASEMENT VOLUME 1804, PG 958 – DOES NOT AFFECT AS SHOWN.
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – DOES NOT AFFECT.

l. GATE VALVE EASEMENT VOLUME 1850, PG. 69 – DOES NOT AFFECT AS SHOWN.
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – DOES NOT AFFECT.

m. ORDINANCES:
No. 2018-22 DOCUMENT No. 2018102377 – DOES NOT AFFECT
No. 2018-23 DOCUMENT No. 2018102378 – AFFECTS
No. 2018-24 DOCUMENT No. 2018102379 – AFFECTS
No. 2018-25 DOCUMENT No. 2018102380 – AFFECTS

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET UNLESS NOTED OTHERWISE
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
■	TxDOT TYPE I CONCRETE MONUMENT FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
—|||—	ACCESS DENIAL LINE "ADL"

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION

M. Stephen Truesdale 12 Nov 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1250, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTIES OF
RCR TAYLOR LAND, L.P.

PARCEL 78
G.E.

SCALE	PROJECT	COUNTY
1" = 200'	F.M. 3349	WILLIAMSON

S:\...\PARCEL 78-RCR TAYLOR LAND LP\EXHIBIT\PARCEL 78-RCR TAYLOR LAND LP.DWG

Commissioners Court - Regular Session **49.**

Meeting Date: 08/10/2021

LH Bypass Relocation Claim

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a claim for payment of incidental expenses of purchase of replacement dwelling with Fidel Loza in regard to a right of way purchase for the Williamson County Parkland. Funding Source: Parks (P444)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/05/2021 09:17 AM
Charlie Crossfield (Originator)	Charlie Crossfield	08/05/2021 10:59 AM
County Judge Exec Asst.	Becky Pruitt	08/05/2021 11:06 AM
Form Started By: Charlie Crossfield		Started On: 08/05/2021 08:37 AM
Final Approval Date: 08/05/2021		

DocuSign Envelope ID: 23058027-A762-4062-9CA7-13B89DBCEEC1

PROPERTY OWNER'S CLAIM FOR PAYMENT
INCIDENTAL EXPENSES OF PURCHASE OF REPLACEMENT DWELLING

1. Name of Claimant(s)	Parcel No.: Park	County: Williamson
Fidel G. Loza	ROW CSJ: N/A	Project No.: N/A

2. Occupancy of State-Acquired Property: From (Date): 1984 To (Date): 4/30/2021	3. Controlling Dates	Mo.	Day	Yr.
	a. First Offer in Negotiations	06	09	2021
4. Address of Replacement Property:	b. Property Acquired by State	07	29	2021
7725 Ranch Road 1869, Liberty Hill, TX 78642	c. Replacement Property Acquired	07	29	2021
	d. Occupancy of Replacement Property	To	Be	Determined

5. Expenses (List below each item included in claim - attach receipts or closing documents to support each cost.)

Item	Amount
Title Insurance	$3,335.00
State of Texas Policy Guaranty Fee	$ 2.00
Escrow Fee	$400.00
Courier Fee	$30.00
E-Recording	$3.00
Recording Fees	$41.00
	$
	$
	$
	$
	$
	$
	Total $3,811.00

6. Payment of this claim in the amount shown in Block 5 above is requested. I certify these incidental expenses were necessary in the purchase of my replacement dwelling and that I have not and will not accept reimbursement or payment from any other source for these expenses. I further certify that all information shown above is true and correct, and that the replacement dwelling I now occupy meets the standards of decent, safe and sanitary housing to the best of my knowledge and belief.

7/30/2021
Date of Claim

DocuSigned by:
Fidel Loza Sr
057F1C13001340D...
Claimant

Claimant

Spaces Below to be Completed by State

7. The dwelling at the address under Block 4 above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

7/6/2021
Date of Inspection

Laurie Miller
Inspected By - Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information shown herein is correct. This claim is recommended for payment.

Date: _____ By: _____

Right of Way Manager – Williamson County

R118

PINNACLE
CONSULTING MANAGEMENT GROUP, INC.

Memo

Date:	August 4, 2021
Project:	Liberty Hill Bypass
To:	Don Childs, Lisa Dworaczyk, - Sheets & Crossfield, P.C.
From:	Daniel Shaw
Subject:	Fidel Loza - Replacement Housing Supplement Payment Request

Please find the Incidental Closing Cost Payment Request Package. Enclosed are the following documents:

- W-9
- Copy of the Certification of Eligibility
- ROW Forn R-118 – Property Owner's Claim for Payment Incidental Expenses of Purchase of Replacement Dwelling
- HUD Closing Statement
- ROW R-96 Relocation Advisory Assistance

Should any additional information be needed to process this request, please contact Laurie Miller at 512-413-4012 or by email at lmiller@pinnaclegroup.biz.

Respectfully,



Daniel Shaw, R/RAC, R/W-NAC
Project Manager

Enclosures

Texas Department of Transportation
Form ROW-R-CE
(Rev. 03/16)

CERTIFICATION OF ELIGIBILITY

ROW CSJ: N/A
Parcel: Park
Displacee: Fidel Loza

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Fidel Gr Loza
Claimant

Date: 06-25-21

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date:

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins 4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance 7. ☒ Cash Sale.	6. File Number **2008363-LND**	7. Loan Number	8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
Fidel Garcia Loza **7725 Ranch Road 1869** **Liberty Hill, TX 78642**	**Billy K Talley and Ara Lela Talley** **7725 RR 1869** **Liberty Hill, TX 78642**	,

G. Property Location	H. Settlement Agent Name
3.112 Acres, Burleson, R Survey, No. 52, Williamson County **7725 Ranch Road 1869** **Liberty Hill, TX 78642**	**Independence Title** **5900 Shepherd Mountain Cove, Bldg 2, Ste. 200** **Austin, TX 78730 Tax ID: 20-8050955** **Underwritten By: First American Title Guaranty Company**

Place of Settlement	I. Settlement Date
Independence Title **1789 South Bagdad Road, Suite 101** **Leander, TX 78641**	**7/29/2021** Fund: **7/29/2021**

J. Summary of Borrower's Transaction		**K. Summary of Seller's Transaction**	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	**$575,000.00**	401. Contract Sales Price	**$575,000.00**
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	**$3,811.00**	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. Property taxes		406. Property taxes	
107. City property taxes		407. City property taxes	
108. County property taxes		408. County property taxes	
109. School property taxes		409. School property taxes	
110. HOA Dues		410. HOA Dues	
111. MUD Taxes		411. MUD Taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	**$578,811.00**	**420. Gross Amount Due to Seller**	**$575,000.00**
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	**$35,207.30**
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff to PennyMac to **PennyMac**	**$273,597.63**
205.		505. Payoff to to	
206. Funds from WILCO	**$230,000.00**	506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. Property taxes 01/01/21 thru 07/29/21	**$3,831.58**	510. Property taxes 01/01/21 thru 07/29/21	**$3,831.58**
211. City property taxes		511. City property taxes	
212. County property taxes		512. County property taxes	
213. School property taxes		513. School property taxes	
214. HOA Dues		514. HOA Dues	
215. MUD Taxes		515. MUD Taxes	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	**$233,831.58**	**520. Total Reduction Amount Due Seller**	**$312,636.51**
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	**$578,811.00**	601. Gross Amount due to seller (line 420)	**$575,000.00**
302. Less amounts paid by/for borrower (line 220)	**$233,831.58**	602. Less reductions in amt. due seller (line 520)	**$312,636.51**
303. Cash From Borrower	**$344,979.42**	**603. Cash To Seller**	**$262,363.49**

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;
• Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.
The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.
This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.
The information requested does not lend itself to confidentiality.

L. Settlement Charges			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	**$575,000.00**	**@6 % = $34,500.00**		
Division of Commission (line 700) as follows:				
701. **$17,250.00**	to **Mallach and Company**			
702. **$17,250.00**	to **Z&R Realty**			
703. Commission Paid at Settlement			**$0.00**	**$34,500.00**
704. The following persons, firms or	to **Karen Criddle**			
705. corporations received a portion	to **Agent Operations**			
706. of the real estate commission amount	to **Aracelis Gray**			
707. shown above:	to			
800. Items Payable in Connection with Loan				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mortgage Insurance Application	to			
807. Underwriting Fee	to			
808. Flood Cert Fee	to			
809. Processing Fee	to			
810. Tax Services	to			
900. Items Required by Lender To Be Paid in Advance				
901. Interest from **7/29/2021** to **8/1/2021** @ $0/day				
902. Mortgage Insurance Premium for months	to			
903. Hazard Insurance Premium for years	to			
904. 2nd Lien Interest	to			
1000. Reserves Deposited With Lender				
1001. Hazard insurance	months @	per month	**$0.00**	
1002. Mortgage insurance	months @	per month	**$0.00**	
1003. Property Taxes	months @	per month	**$0.00**	
1004. City Property Taxes	months @	per month	**$0.00**	
1005. County Property taxes	months @	per month	**$0.00**	
1006. School Property Taxes	months @	per month	**$0.00**	
1007. MUD Taxes	months @	per month	**$0.00**	
1008. HOA Dues	months @	per month	**$0.00**	
1011. Aggregate Adjustment				
1100. Title Charges				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to **McLean & Howard, LLP**			**$175.00**
1106. Notary fees	to			
1107. Attorney's fees	to			
(includes above items numbers:)				
1108. Title insurance	to **Independence Title Co.**		**$3,335.00**	
(includes above items numbers:)				
1109. Lender's coverage	**$0.00/$0.00**			
1110. Owner's coverage	**$575,000.00/$3,335.00**			
1111. State of Texas Policy Guaranty Fee	to **Texas Title Insurance Guaranty Association**		**$2.00**	**$0.00**
1112. Escrow Fee	to **Independence Title Co.**		**$400.00**	**$400.00**
1113. Courier Fee	to **Independence Title Co.**		**$30.00**	**$45.00**
1114. e-Recording	to **Independence Title Co.**		**$3.00**	**$3.00**
1200. Government Recording and Transfer Charges				
1201. Recording Fees	Deed **$41.00** ; Mortgage ; Rel **$41.00**	to **Independence Title Co.**	**$41.00**	**$41.00**
1202. City/county tax/stamps	Deed ; Mortgage	to		
1203. State tax/stamps	Deed ; Mortgage	to		
1204.	to			
1300. Additional Settlement Charges				
1301. Survey	to **Using Existing Survey**			
1302. Pest Inspection	to			
1303. HOA Transfer Fee	to			
1304. Reimburse Fees	to			
1305. Property Taxes	to			
1306. Tax Certificate	to **Texas Real Tax Services, Ltd.**			**$43.30**
1307. MUD Certificate	to **Texas Real Tax, Inc.**			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			**$3,811.00**	**$35,207.30**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Fidel Garcia Loza

Billy K Talley

Ara Lela Talley

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent 7.29.21 Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Fidel Garcia Loza

Billy K Talley

Ara Lee Talley

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent 7.29.21 Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Texas Department of Transportation

Form ROW-R-96
(Rev. 02/12)

RELOCATION ADVISORY ASSISTANCE - PARCEL RECORD

Use Separate Form for Each Displaced Family Unit or Business/Farm/Non-Profit (Print or Type All Information)

Displacee's Name (Include Spouse's Name):
Fidel Loza

ROW CSJ: N/A
Parcel No: Park

County: Williamson
Project No.: N/A

Original Address (Place of Displacement):
929 Stubberfield Lan
Liberty Hill, TX 78642

Phone No.: 512-413-9138 Site or Apt. No.:

New Address:
7725 RR 1869
Liberty Hill, TX

Phone No.: Site or Apt. No.:

Gender:
[X] Male
[ ] Female

ADA Considerations / Special Needs
No

Ethnic Code:
[ ] White
[X] Hispanic
[ ] American Indian/Alaskan Native
[ ] Black
[ ] Asian or Pacific Islander
[ ] Other

Fee Interest Before Displacement: [X] Owner [ ] Tenant

Fee Interest After Relocation: [X] Owner [ ] Tenant

Existing Lease

Date Signed: N/A
Duration: N/A
Lease Amount $: N/A
Utilities included? [ ] Yes [ ] No

Replacement Lease

Date Signed: N/A
Duration: N/A
Lease Amount $: N/A
Utilities included? [ ] Yes [ ] No

Business, Farm or Nonprofit Organization

Type of Activity: N/A

Last two years income: Year 1: $ Year 2: $

[ ] Continued
[ ] Terminated

Residential Displacements

Type of Property (Single Detached, Multi-Family, etc.)
Single Family Residence

Number of Persons Actually Living in Dwelling:
1

Age/Sex/Relationship of Other Household Occupants:

Total Number of Rooms in Subject:	Number of Bedrooms:	Number of Bathrooms:	Number of Rooms Occupied:	Living Space (Sq. ft.):
5	2	2	5	1245

Displacee Income:

1. Occupation (Where & What): Retired
2. Gross Last 12 Months: $
3. Other sources of eligible income: N/A
4. Welfare (Source & Amounts): N/A

The information contained within this form is being collected to allow the Agency to provide the best possible advisory services and to help identify all possible relocation benefits the displacee(s) is/are eligible for. By signing below I certify, to the best of my knowledge, that all the foregoing information is current and accurate and that no information has been withheld or omitted.

Displacee Signature: Fidel M. Loza Date: 04-25-21

Displacee Name (printed): Fidel B. Loza Title: Property Owner

Relocation Agent Use Only

Reason displacee verification not included:

Date move plan received/approved:

Relocation Agents' Signature: Laurie Miller Date: 6.25.21

Relocation Agents' Name (printed): Laurie Miller

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

R96

Relocation Agent Use Only (continued)			
Date of Occupancy: **4/1/2016**	Date Required to Move:	Actual Date of Move:	Distance of Move:
Date Notified of Availability of Relocation Payments and Assistance (Services): **6**/25/2021			
Date Displacee Offered Assistance in Locating Replacement Housing or Operating Facility: 6/25/2021			
Name of Other Agencies Assisting in Relocation: **N/A**			
Date of 90 day notice: June 29, 2021		Method used to determine eligibility: 180 Day Owner	
Date of 30 day notice:		Date of initiation of negotiations: June 9, 2021	
Method used to verify income:		Translator needed?: ☐ Yes ☒ No Language of displacee: English	

Date and Substance of Follow-up Contacts (Use extra pages if necessary):

6/25/21 - Met with Mr. Loza along with Deborah Everett, Acquisition Agent,Mr. Loza's daughter, son and daughter in law and his real estate agent Ary Gray. I went over the relocation benefits, explained how the supplement comes about and has to be approved before they make an offer on any home. We discussed moving options and Mr. Loza has decided to use a commercial mover. I believe this meeting went well. It really helped that the real estate agent was there because she really could Mr. Loza to listen to her so that we made sure Mr. Loza and his family understood everything that was being explained.

6/26/21 - 7/6/21 - I have been talking with Ary Gray, Mr. Lozas real estate agent about a house that Mr. Loza is wanting to put a contract on. The contract has been completed and I have received a copy. The sellers are wanting a quick closing, so we are trying to make that happen.

7/15/21 - Contacted commercial movers to give quotes. Talked with Mr. Loza to get the OK to have the commercial movers contact him directly, he said that was fine.

7/28/21 - Met with Mr. Loza for signatures on his relocation housing supplement check to sign over to title company and sign direct payment to vendors forms for the commercial movers to get them approved for his move to replacement home.

8/3/2021 - Called Mr. Loza to talk about his carport because he had not retained it at closing and the commercial mover had it on his inventory list. Mr. Loza said he did not know that he could not take his carport. I told Mr. Loza that I would find out if it was too late to retain the carport. I later called Mr. Loza back to see if it was ok to come out and take photos of the carport at the county's request, he said OK. I met Mr. Loza outside of his home and he showed me where the car port was and where it was laying after he had paid 2 guys to dismantle it. I told Mr. Loza that I would get back to him as soon as we get an answer from the commissioner, he said OK. I later received the answer from the commissioner and that he could retain the carport for 1% of what he was paid for the carport, so it would be $1,000.00 and then he could take whatever he wanted on the outside of his home. Mr. Loza said OK, I will pay the $1,000.00. I told Mr. loza know that I will let the county know and get back with him.

8/4/2021 - I contacted Mr. Loza to find out exactly what he wanted to retain so that the county can prepare a Bill of Sale, he said he only wanted the carport, chicken coop and the shelter for his goats. I told him I would let the county know and that I would get back with him as soon as the Bill of Sale is ready. Mr. Loza asked me, since I am getting money back for my closing cost he asked if they county could just take the money out of there. I told him I was not sure but I would find out.

Commissioners Court - Regular Session **50.**

Meeting Date: 08/10/2021

First Baptist Church 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 First Baptist Church of Georgetown for right of way needed on the SH 29 @ DB Wood project. Parcel 5) Funding Source: Bonds P237

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FBC Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/05/2021 11:19 AM
Form Started By: Charlie Crossfield		Started On: 08/05/2021 08:41 AM
Final Approval Date: 08/05/2021		

REAL ESTATE CONTRACT
SH29@DB Wood Road

THIS REAL ESTATE CONTRACT ("Contract") is made by and between FIRST BAPTIST CHURCH OF GEORGETOWN (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 0.385 acre (16,755 SF) of land in the Joseph Pulsifer Survey, Abstract No. 498, and the Isaac Donagan Survey, Abstract No. 178, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure the remaining property of Seller shall be the sum of NINE HUNDRED FIFTY THOUSAND and 00/100 Dollars ($950,000.00).

Pursuant to the provisions of that certain Possession and Use Agreement for Transportation Purposes between the parties and which is recorded as Document No. 2019023167, Official Records of Williamson County, Texas, Purchaser has previously paid Seller compensation of $125,379.00, which amount was to be credited against any final purchase price for the Property. **Therefore, the current net Purchase Price due and owing for the Property will be the sum of EIGHT HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED TWENTY-ONE and 00/100 Dollars ($824,621.00).**

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions and Additional Consideration

2.03. As additional consideration for the Property, Purchaser agrees that construction of the improvements to SH 29 and DB Wood Drive, including but not limited to access drives, median cuts and turn lanes, and deceleration lanes, will be as shown on Exhibit "B" hereto.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 31, 2021, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or as specified below (which date is herein referred to as the "Closing Date").

The Closing of this transaction is contingent upon Seller obtaining an approved variance from any applicable development code provisions of the City of Georgetown which would allow and legally permit Seller to construct proposed curative site improvements on its remaining property without requiring the extension of new or additional off-site waste water extensions by Seller as part of any plat or building permit approval. If Seller is not able to obtain such a variance within 150 days from the Effective Date of this Contract, subject to written extensions from Purchaser, then Purchaser may at its election terminate this Contract with written notice to Seller, and it shall be of no further binding force or effect and the parties will be released from all obligations herein. If Seller is not able to obtain such a variance within the above-referenced time or at all, then Seller may at its election terminate this Contract with written notice to Purchaser, and it shall be of no further binding force or effect and the parties will be released from all obligations herein.

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature pages follow]

SELLER:

FIRST BAPTIST CHURCH OF GEORGETOWN

By: Malvin Green Address: _____

Name: Malvin Green, Trustee _____

Date: 7/30/21

By: Charlotte Watson

Name: Charlotte Watson, Trustee

Date: 7-30-2021

By: Tim C Lear

Name: Tim C. Lear, Trustee

Date: 8/2/21

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

COUNTY:	Williamson
PARCEL No.:	5
HIGHWAY:	State Highway No. 29
LIMITS:	From: River Chase Boulevard To: Legend Oaks Drive
CSJ:	0337-01-043

PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 0.385 ACRE (16,755 Sq. Ft.) TRACT OR PARCEL OF LAND OUT OF AND PART OF THE JOSEPH PULSIFER SURVEY, ABSTRACT NUMBER 498, AND THE ISAAC DONAGAN SURVEY, ABSTRACT NUMBER 178, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, FIRST BAPTIST CHURCH GEORGETOWN, A SUBDIVISION RECORDED IN CABINET L, SLIDE 311 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAME BEING DOCUMENT NUMBER 9509716 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID LOT 1 BEING THE REMAINING PORTION OF 21.70 ACRES COMPRISED OF THAT TRACT IDENTIFIED AS 12.54 ACRES DESCRIBED IN DEED UNTO FIRST BAPTIST CHURCH OF GEORGETOWN RECORDED IN VOLUME 1261, PAGE 128 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), AND THAT TRACT IDENTIFIED AS 9.16 ACRES DESCRIBED UNTO FIRST BAPTIST CHURCH OF GEORGETOWN, IN VOLUME 2171, PAGE 354 D.R.W.C.T., THE SAID 0.385 ACRE (16,755 Sq. Ft.) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with an orange plastic cap (not able to read inscription) found in the east right-of-way line of D.B. Wood Road (a public roadway, 120' ROW at this point), for the southeast corner of a 60 foot wide Utility and Roadway Easement shown on said plat, and the southwest corner of the remainder of said lot 1;

THENCE, North 20°54'32" West, along the east ROW line of said D.B. Wood Road 60' wide roadway easement, a distance of 879.99 feet to a 5/8 inch iron rod with an aluminum TxDOT ROW cap set for the intersection with the Proposed south Right-of-Way line of Texas State Highway No. 29, same being the southwest corner of, and **POINT OF BEGINNING** hereof, located 122.61 feet right of station 129+34.36 of the Texas State Highway No. 29 Improvements Project centerline ;** N=10204472.17 E=3121828.90

THENCE, North 20°54'32" West, continuing along the east Right-of-Way line of said D.B. Wood Road, a distance of 76.59 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set for intersection with the existing south right-of-way line of Texas State Highway No. 29 (a public roadway, with an existing 100' ROW);

THENCE, North 87°39'01" East, leaving said east Right-of-Way line of said D.B. Wood Road, along said existing south right-of-way line of Texas State Highway No. 29, being the north line of said Lot 1, First Baptist Church Georgetown, at a distance of 400.45 feet, passing a 1/2 inch iron rod, 0.31 feet left, found on or near the common line between the said Isaac Donagan Survey and the Joseph Pulsifer Survey, at a distance of 1047.74 feet, passing a 1/2 inch iron rod found 0.27 feet left, and continuing for a Total Distance of 1234.85 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set for the northeast corner of said Lot 1, same being the northwest corner of a ten foot wide Road Widening Easement shown on the Legend Oaks Section II subdivision plat recorded in Cabinet I, Slide 269 P.R.W.C.T.; same being Document Number 872379, P.R.W.C.T., from whence, a 1/2 inch iron rod found bears South 00°54'46" West, a distance of 1.88 feet;

THENCE, South 20°11'12" East, leaving the existing south line of said Texas State Highway No. 29, along the common line between said Lot 1, First Baptist Church Georgetown, and said Legend Oaks Section II, at a distance of 10.51 feet, passing a calculated point for the southwest corner of said ten foot wide road widening easement, same being the northwest corner of Lot 6 of said Legend Oaks Section II, continuing with the common line between said Lot 1, and Lot 6, for a Total Distance of 12.61 feet to a 5/8 inch iron rod with an aluminum TxDOT ROW cap set for intersection with said Proposed south ROW line of said Texas State Highway No. 29, located 62.00 feet right of station 141+48.69 of the Texas State Highway No. 29 Improvements Project centerline; N=10204582.52 E=3123039.72; from said iron rod, a disturbed 1/2 inch iron rod found near the southeast corner of said Lot 1, First Baptist Church Georgetown, and the southwest corner of said Lot 6, Legend Oaks Section II, bears South 20°15'36" East, a distance of 553.12 feet;**

THENCE, leaving the aforementioned common line, crossing said Lot 1, First Baptist Church Georgetown, along said Proposed south Right-of-Way line of Texas State Highway No. 29, the following two (2) courses and distances:

1) South 87°39'01" West, a distance of 1170.74 feet to a 5/8 inch iron rod with an aluminum TxDOT ROW cap set for an angle point hereof;**

2) **THENCE,** South 33º22'30" West, a distance of 74.66 feet to the **POINT OF BEGINNING,** containing 0.385 acre (16,755 square feet) of land area, more or less.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II ROW Marker upon the completion of the highway construction project under the supervision of a RPLS, either employed or retained by TxDOT.

This description is accompanied by a separate exhibit.

All Bearings are based on The City of George Town Control Network established in 1996, Texas Coordinate System of 1983 (1993 Adj.) HARN, Texas Central Zone. Combined Surface Adjustment factor 1.00009768. All coordinates are surface adjusted.

STATE OF TEXAS §
KNOW ALL BY THESE PRESENTS §
COUNTY OF TRAVIS §

THAT I, LYNN R. SAVORY, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS 25Th ~~nd~~ DAY OF OCTOBER, 2018

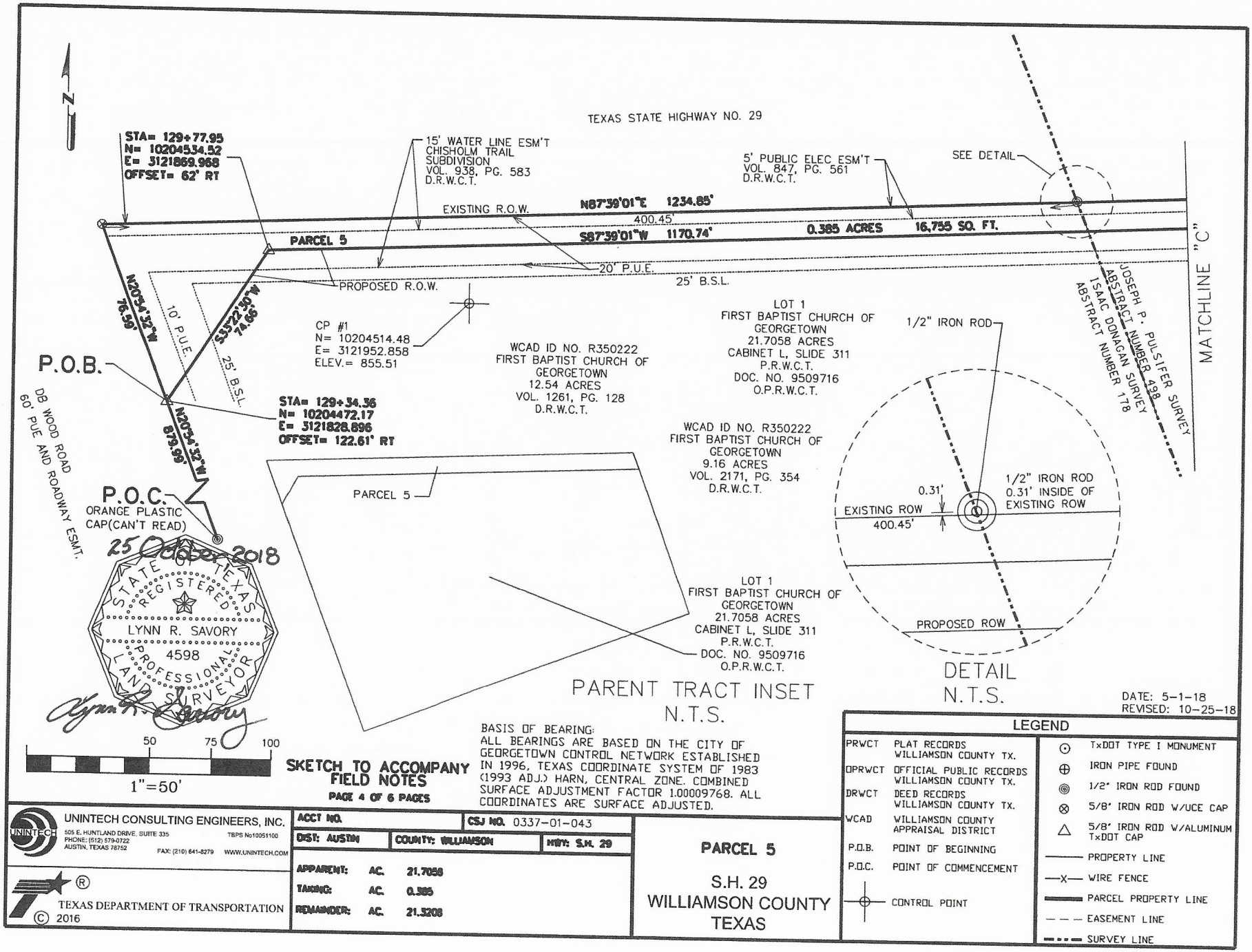
Lynn R. Savory

LYNN R. SAVORY, R.P.L.S.
STATE OF TEXAS NO. 4598

10/25/18

STATE OF TEXAS
REGISTERED
LYNN R. SAVORY
4598
PROFESSIONAL
LAND SURVEYOR

Unintech Consulting Engineers
505 E. Huntland Drive, Suite 335
Austin, Texas 78752



UNINTECH CONSULTING ENGINEERS, INC.
505 E. HUNTLAND DRIVE, SUITE 335
AUSTIN, TEXAS 78752
PHONE: (512) 579-0722
FAX: (210) 641-8279
TBPS No10051100
WWW.UNINTECH.COM

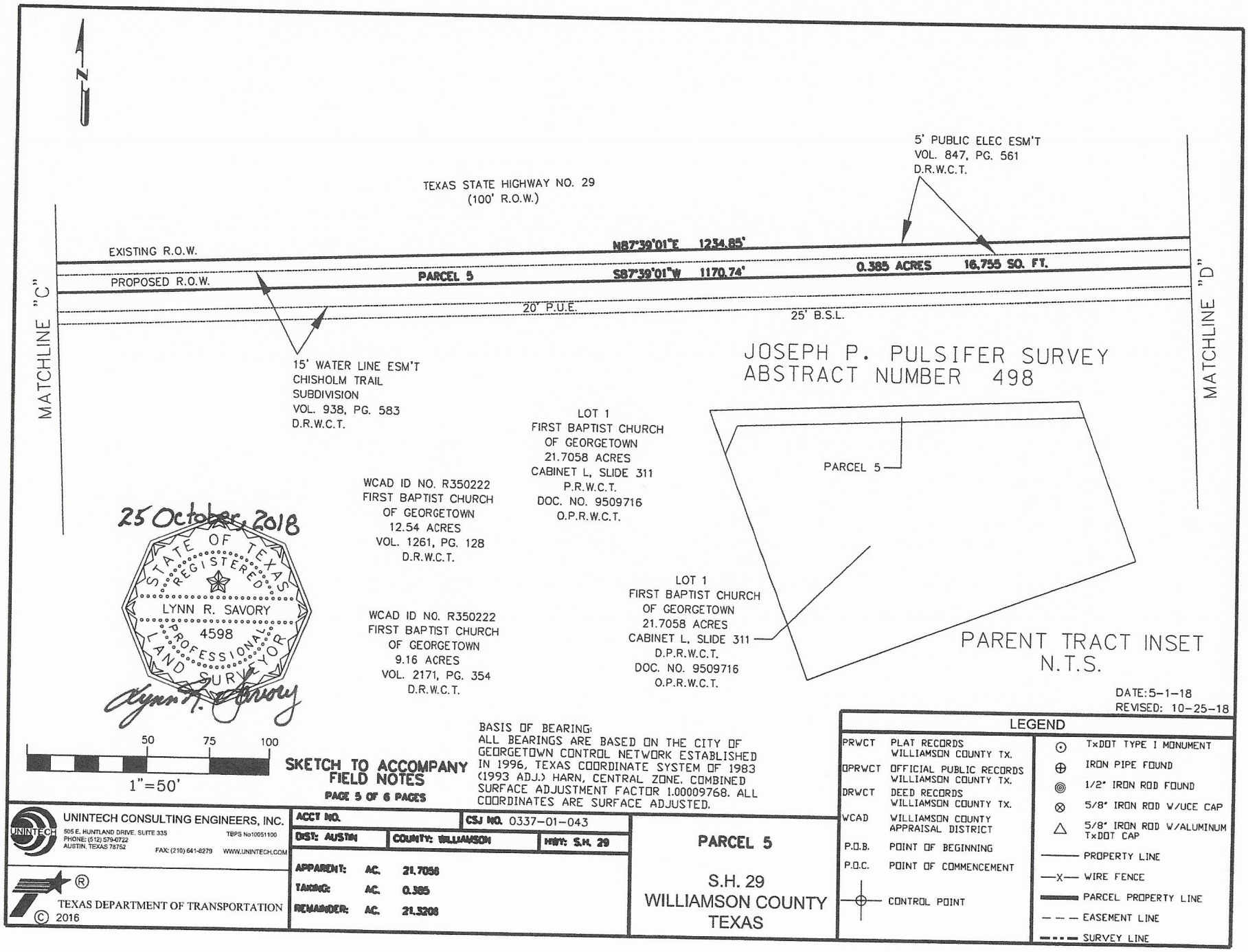
TEXAS DEPARTMENT OF TRANSPORTATION

© 2016

ACCT NO.		CSJ NO. 0337-01-043	
DIST: AUSTIN	COUNTY: WILLIAMSON	HWY: S.H. 29	
APPARENT:	AC.	21.7058	
TAKING:	AC.	0.385	
REMAINDER:	AC.	21.3208	

PARCEL 5

S.H. 29
WILLIAMSON COUNTY
TEXAS



25 October, 2018

STATE OF TEXAS
REGISTERED
LYNN R. SAVORY
4598
PROFESSIONAL
LAND SURVEYOR

Lynn R. Savory

50 75 100

1"=50'

SKETCH TO ACCOMPANY FIELD NOTES

PAGE 5 OF 6 PAGES

DATE: 5-1-18
REVISED: 10-25-18

BASIS OF BEARING:
ALL BEARINGS ARE BASED ON THE CITY OF GEORGETOWN CONTROL NETWORK ESTABLISHED IN 1996, TEXAS COORDINATE SYSTEM OF 1983 (1993 ADJ.) HARN, CENTRAL ZONE. COMBINED SURFACE ADJUSTMENT FACTOR 1.00009768. ALL COORDINATES ARE SURFACE ADJUSTED.

LEGEND

PRWCT	PLAT RECORDS WILLIAMSON COUNTY TX.
OPRWCT	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TX.
DRWCT	DEED RECORDS WILLIAMSON COUNTY TX.
WCAD	WILLIAMSON COUNTY APPRAISAL DISTRICT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	CONTROL POINT
⊙	TxDOT TYPE I MONUMENT
⊕	IRON PIPE FOUND
◎	1/2" IRON ROD FOUND
⊗	5/8" IRON ROD W/UCE CAP
△	5/8" IRON ROD W/ALUMINUM TxDOT CAP
———	PROPERTY LINE
—X—	WIRE FENCE
▬▬	PARCEL PROPERTY LINE
– – –	EASEMENT LINE
▬ ▪ ▬	SURVEY LINE

UNINTECH CONSULTING ENGINEERS, INC.
505 E. HUNTLAND DRIVE, SUITE 335
AUSTIN, TEXAS 78752
PHONE: (512) 579-0722
FAX: (210) 641-8279
TBPS No10051100
WWW.UNINTECH.COM

TEXAS DEPARTMENT OF TRANSPORTATION

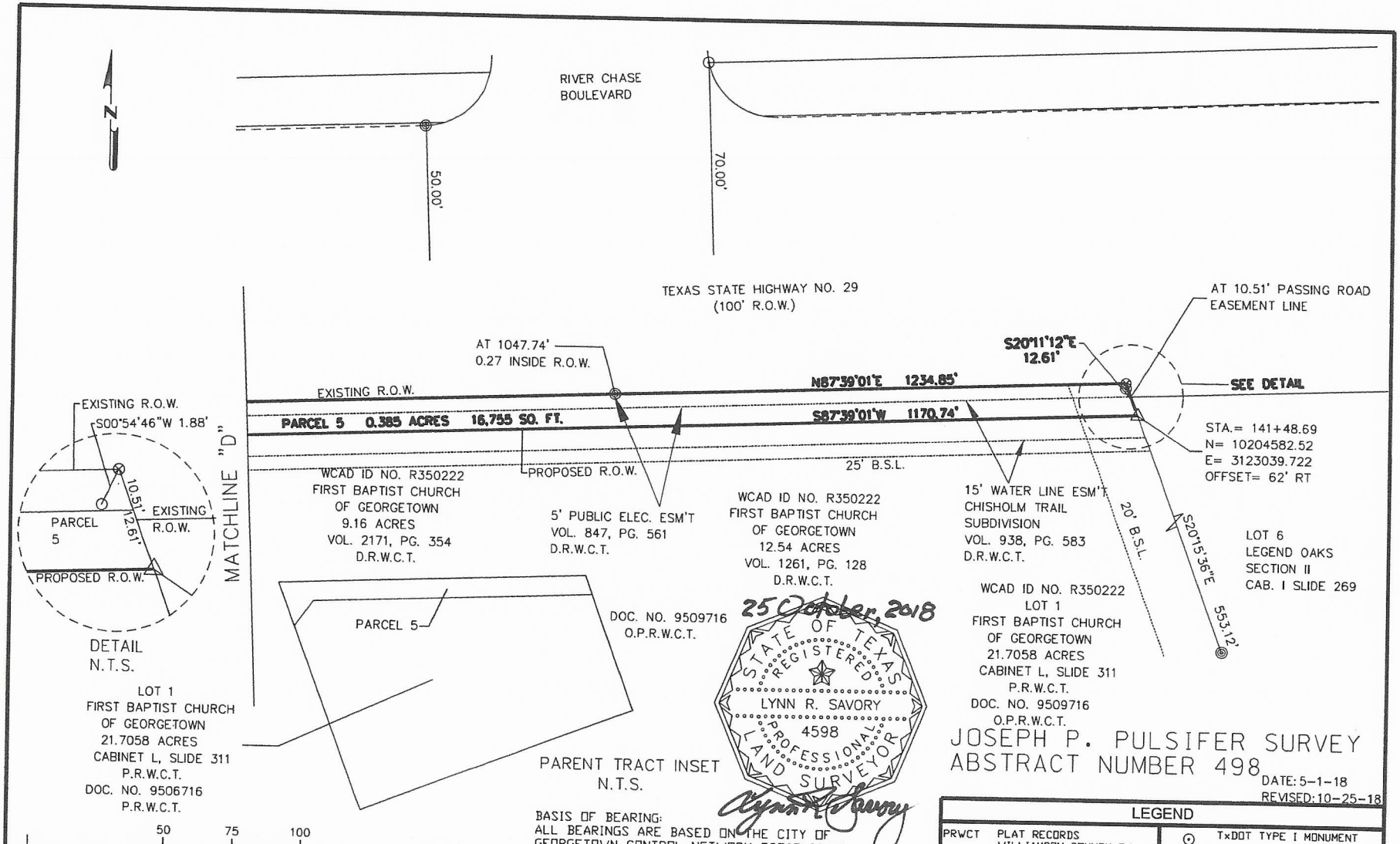
© 2016

ACCT NO.		CSJ NO. 0337-01-043	
DIST: AUSTIN	COUNTY: WILLIAMSON	HWY: S.H. 29	

APPARENT:	AC.	21.7058
TAKING:	AC.	0.385
REMAINDER:	AC.	21.3208

PARCEL 5

S.H. 29
WILLIAMSON COUNTY
TEXAS



SKETCH TO ACCOMPANY FIELD NOTES

PAGE 6 OF 6 PAGES

BASIS OF BEARING:
ALL BEARINGS ARE BASED ON THE CITY OF GEORGETOWN CONTROL NETWORK ESTABLISHED IN 1996, TEXAS COORDINATE SYSTEM OF 1983 (1993 ADJ.) HARN, CENTRAL ZONE. COMBINED SURFACE ADJUSTMENT FACTOR 1.00009768. ALL COORDINATES ARE SURFACE ADJUSTED.

LEGEND

PRWCT	PLAT RECORDS WILLIAMSON COUNTY TX.
OPRWCT	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TX.
DRWCT	DEED RECORDS WILLIAMSON COUNTY TX.
WCAD	WILLIAMSON COUNTY APPRAISAL DISTRICT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	CONTROL POINT
	TxDOT TYPE I MONUMENT
	IRON PIPE FOUND
	1/2" IRON ROD FOUND
	5/8" IRON ROD W/UCE CAP
	5/8" IRON ROD W/ALUMINUM TxDOT CAP
	PROPERTY LINE
—X—	WIRE FENCE
	PARCEL PROPERTY LINE
	EASEMENT LINE
	SURVEY LINE

UNINTECH CONSULTING ENGINEERS, INC.
505 E. HUNTLAND DRIVE, SUITE 335
AUSTIN, TEXAS 78752
PHONE: (512) 579-0722
FAX: (210) 641-8279
TBPS No10051100
WWW.UNINTECH.COM

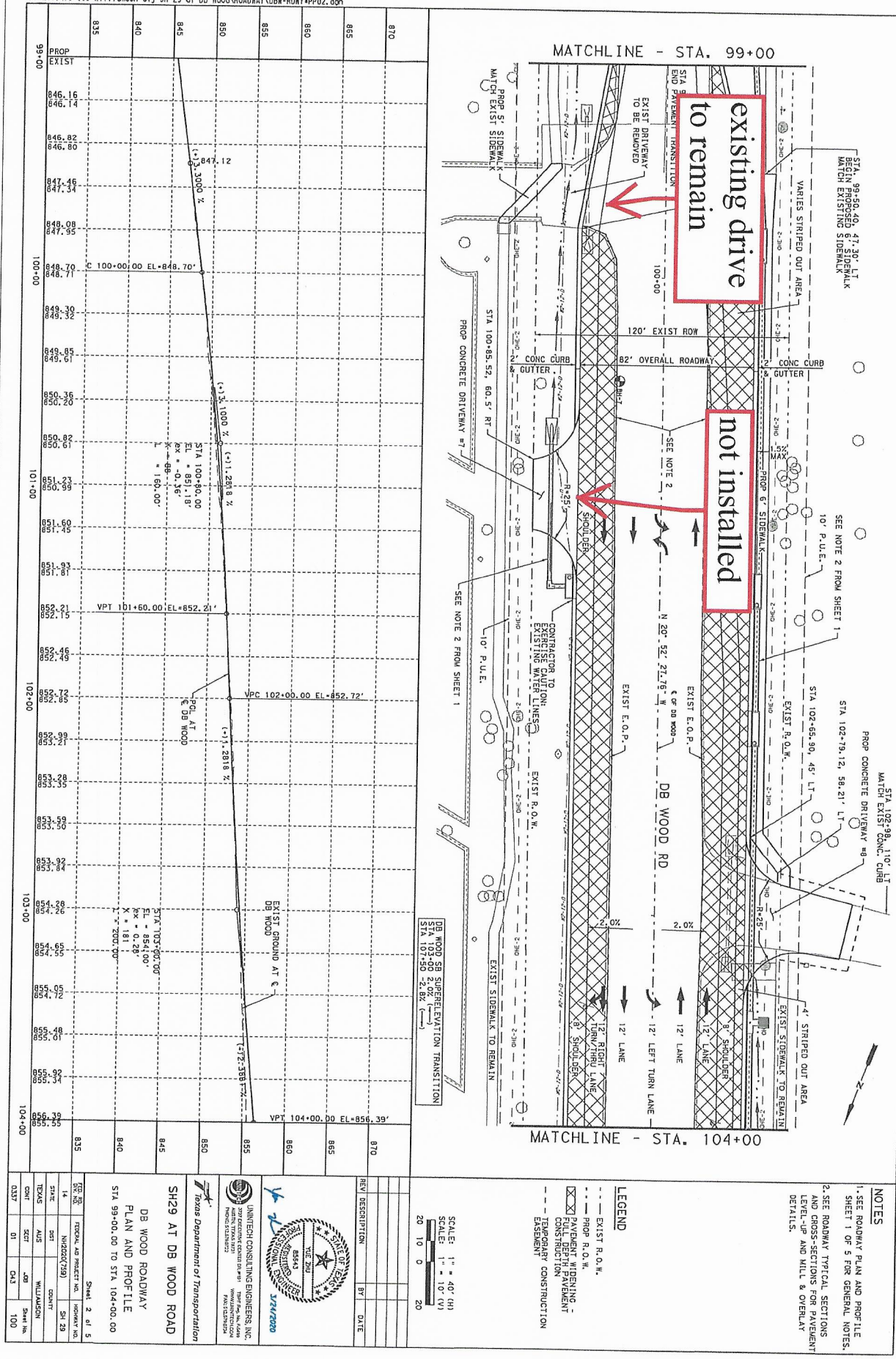
TEXAS DEPARTMENT OF TRANSPORTATION
© 2016

ACCT NO.		CSJ NO. 0337-01-043	
DIST: AUSTIN	COUNTY: WILLIAMSON		HWY: S.H. 29
APPARENT:	AC.	21.7058	
TAKING:	AC.	0.385	
REMAINDER:	AC.	21.3208	

PARCEL 5

S.H. 29
WILLIAMSON COUNTY
TEXAS

EXHIBIT "B"



NOTES

1. SEE ROADWAY PLAN AND PROFILE SHEET 1 OF 5 FOR GENERAL NOTES.
2. SEE ROADWAY TYPICAL SECTIONS AND CROSS-SECTIONS FOR PAVEMENT LEVEL-UP AND MILL & OVERLAY DETAILS.

LEGEND

- — — EXIST R.O.W.
- - - — PROP R.O.W.
- PAVEMENT WIDENING - FULL DEPTH PAVEMENT CONSTRUCTION
- - - TEMPORARY CONSTRUCTION EASEMENT

SCALE: 1" = 40' (H)
SCALE: 1" = 10' (V)
20 10 0 20

REV	DESCRIPTION	BY	DATE

UNINTECH CONSULTING ENGINEERS, INC.
TBPE REGISTRATION NO. F-9811
AUSTIN, TEXAS 78731
PHONE 512.579.0220
WWW.UNINTECH.COM
FAX: 512.579.0224

STATE OF TEXAS — YUE ZHU — 85543 — LICENSED PROFESSIONAL ENGINEER — 3/24/2020

Texas Department of Transportation

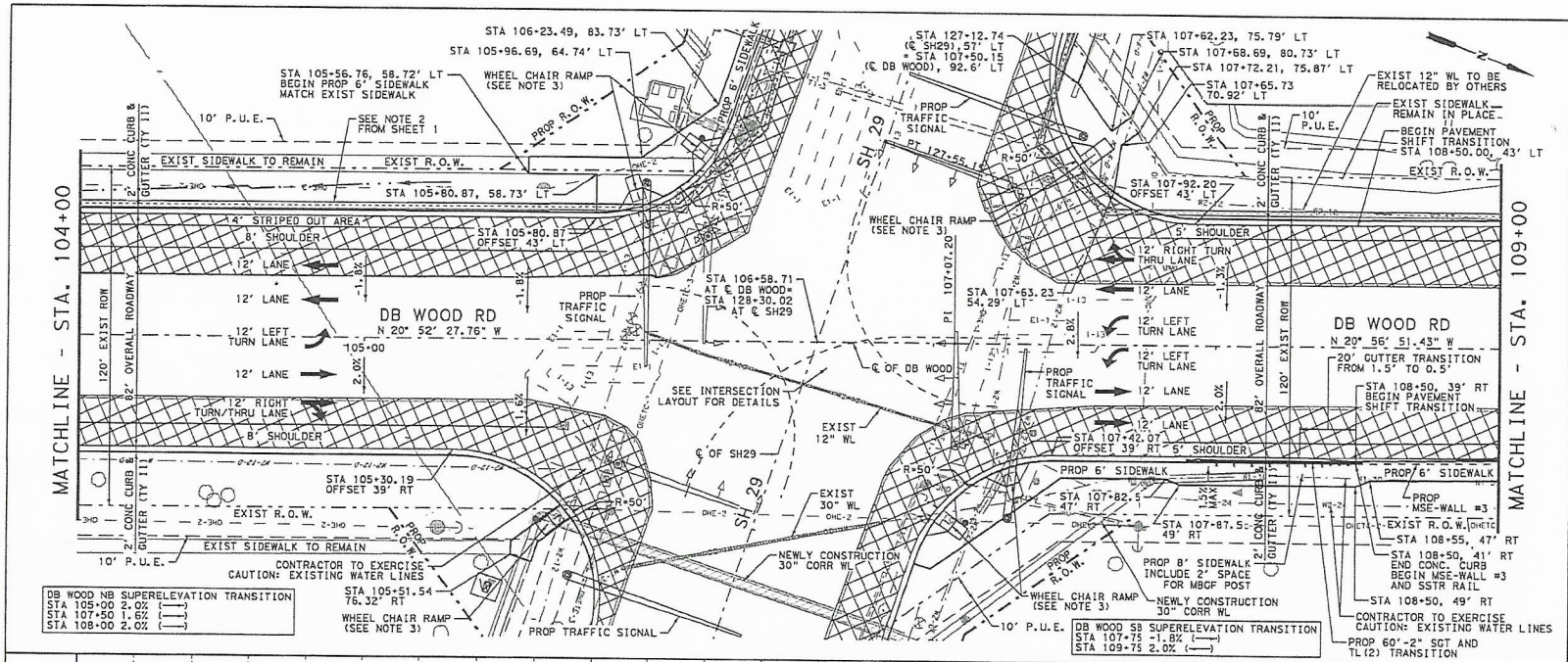
SH29 AT DB WOOD ROAD

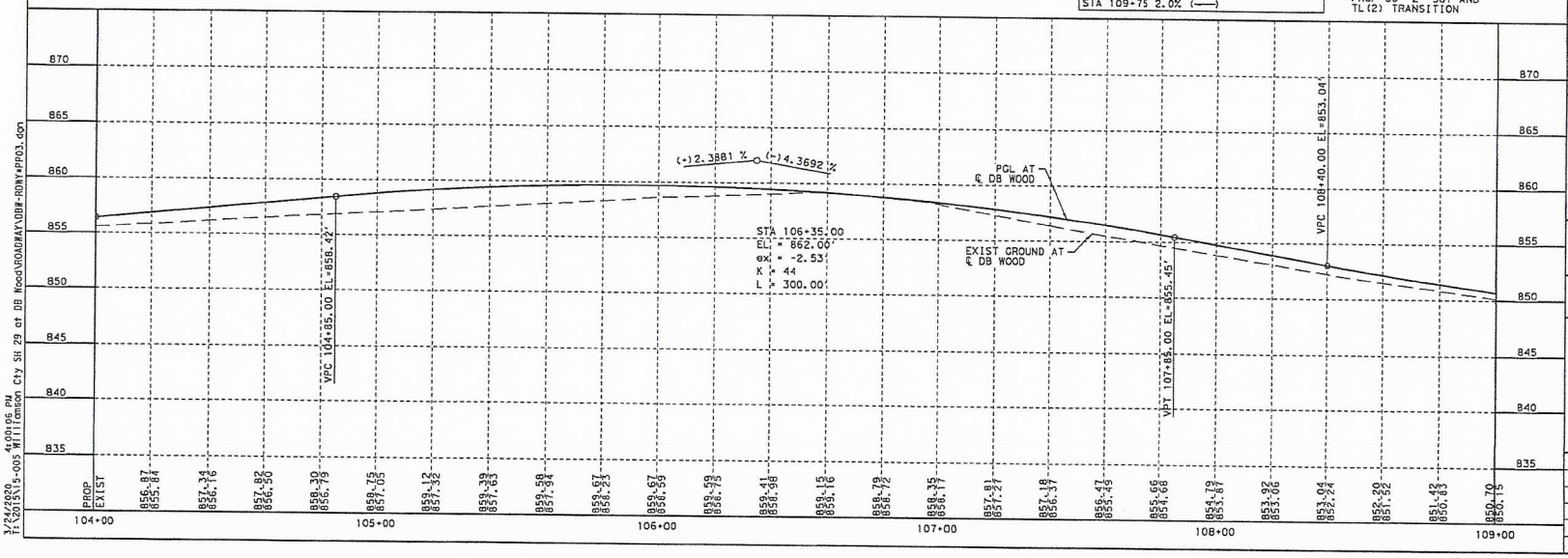
DB WOOD ROADWAY
PLAN AND PROFILE
STA 99+00.00 TO STA 104+00.00

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6	NH2020(759)	SH 29
STATE	DIST	COUNTY
TEXAS	AUS	WILLIAMSON
CONT	SECT	JOB
0337	01	043

Sheet 2 of 5
Sheet No. 100

3/24/2020 3:58:56 PM
T:\2015\15-005 Williamson Cty SH 29 at DB Wood\ROADWAY\DBW-ROAY*PP02.dgn





NOTES

1. SEE ROADWAY PLAN AND PROFILE SHEET 1 OF 5 FOR GENERAL NOTES.
2. SEE ROADWAY TYPICAL SECTIONS AND CROSS-SECTIONS FOR PAVEMENT LEVEL-UP AND MILL & OVERLAY DETAILS.
3. SEE TXDOT PED-18A "SKEWED INTERSECTION WITH LARGE RADIUS" STANDARD SHEET FOR CONSTRUCTION DETAILS.
4. CONTRACTOR TO EXERCISE CAUTION WITH OVERHEAD TELECOM DURING PHASE IIA CONSTRUCTION.

LEGEND

- EXIST R.O.W.
- PROP R.O.W.
- PAVEMENT WIDENING - FULL DEPTH PAVEMENT CONSTRUCTION
- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED MAILBOX

SCALE: 1" = 40' (H)
SCALE: 1" = 10' (V)
20 10 0 20

REV	DESCRIPTION	BY	DATE

STATE OF TEXAS
YUE ZHU
85643
REGISTERED PROFESSIONAL ENGINEER
3/24/2020

UNINTECH CONSULTING ENGINEERS, INC.
3737 EXECUTIVE CENTER DR, #151
AUSTIN, TEXAS 78731
PHONE: 512.879.8722
TBPE Reg. No. F-5499
WWW.UNINTECH.COM
FAX: 512.579.0734

Texas Department of Transportation

SH29 AT DB WOOD ROAD

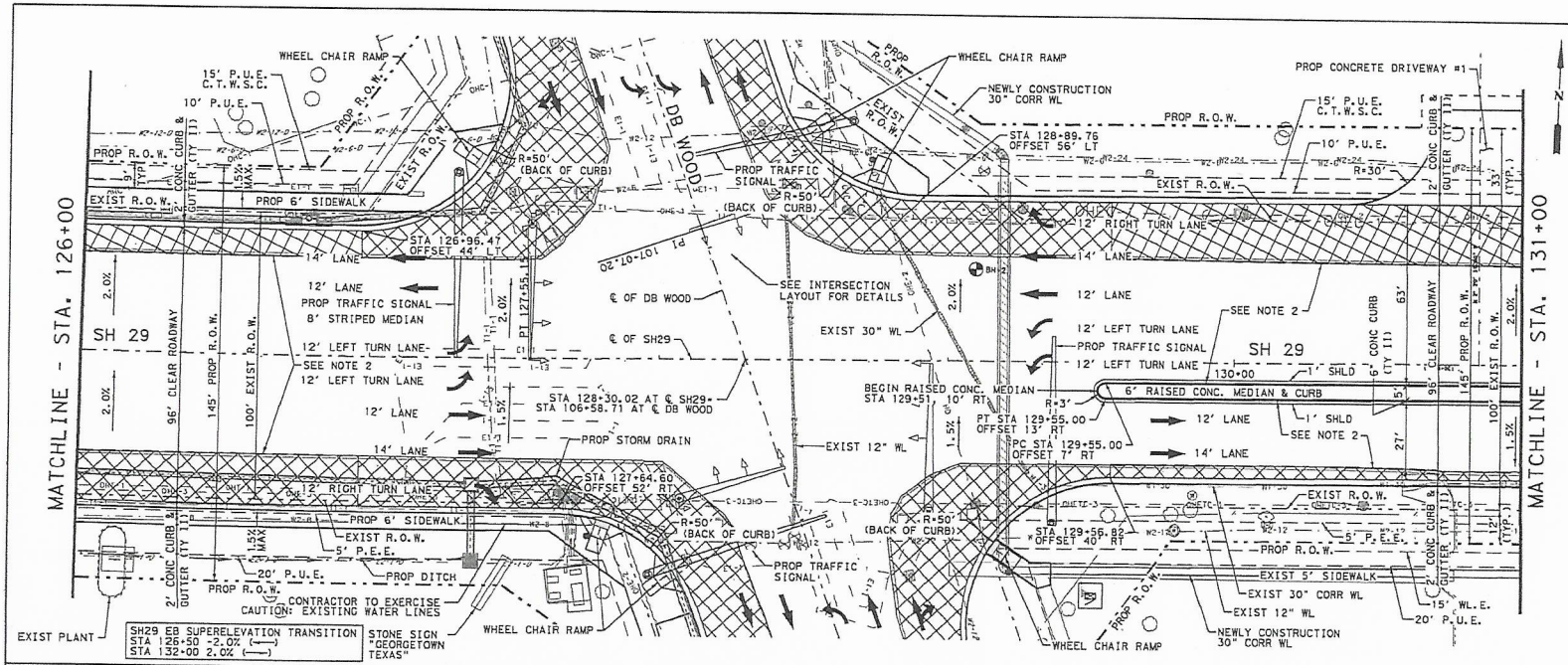
DB WOOD ROADWAY PLAN AND PROFILE

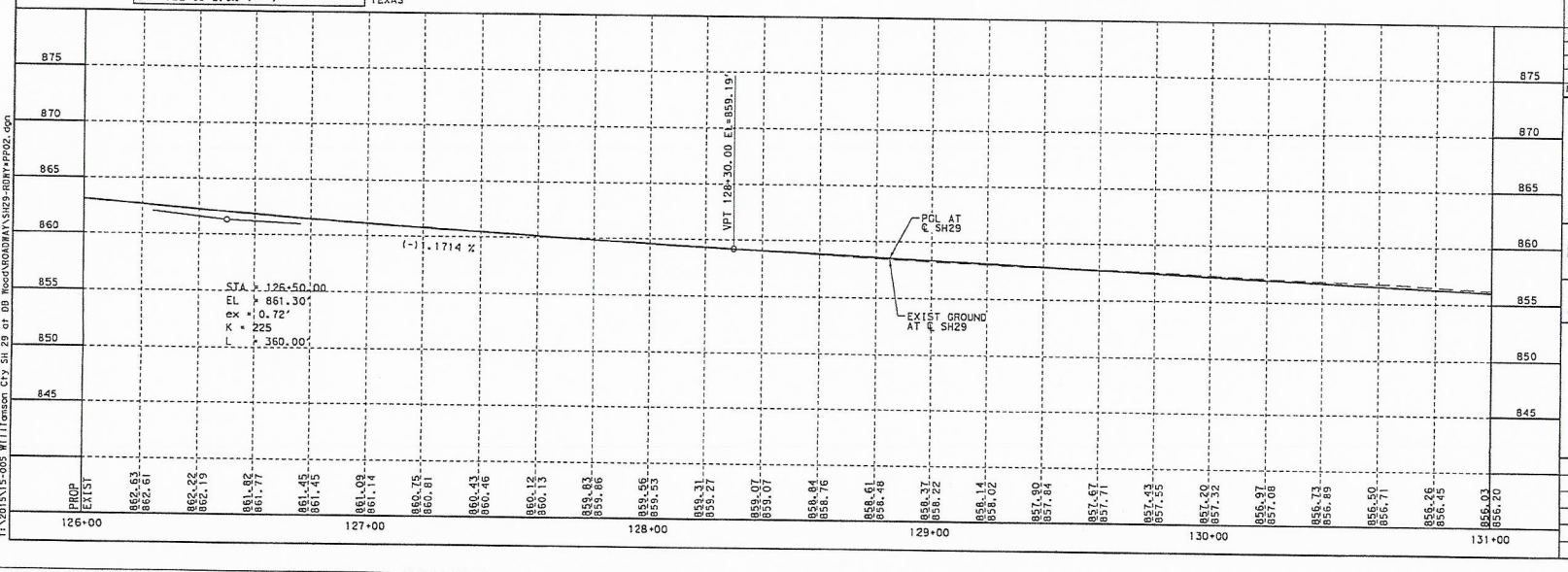
STA 104+00.00 TO STA 109+00.00

Sheet 3 of 5

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
14	NH2020(759)		SH 29
STATE	DIST	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT	SECT	JOB	Sheet No.
0337	01	043	101

3/24/2020 4:01:06 PM
T:\2015\15-005 Williamson Cty SH 29 at DB Rood\ROADWAY\DB#-ROAY*PP03.dgn





NOTES

1. SEE ROADWAY PLAN AND PROFILE SHEET 1 OF 6 FOR GENERAL NOTES.
2. SEE ROADWAY TYPICAL SECTIONS AND CROSS-SECTIONS FOR PAVEMENT MILL AND LEVEL-UP DETAILS.

LEGEND

- EXIST R.O.W.
- PROP R.O.W.
- PAVEMENT WIDENING - FULL DEPTH PAVEMENT CONSTRUCTION
- TEMPORARY CONSTRUCTION EASEMENT

SCALE: 1" = 40' (H)
SCALE: 1" = 10' (V)
20 10 0 20

REV	DESCRIPTION	BY	DATE

STATE OF TEXAS
YUE ZHU
85643
REGISTERED PROFESSIONAL ENGINEER
3/24/2020

UNINTECH CONSULTING ENGINEERS, INC.
3737 EXECUTIVE CENTER DR. #101
AUSTIN, TEXAS 78731
PHONE: 512.579.8722
TBPE Reg. No. F-5439
WWW.UNINTECH.COM
FAX: 512.579.0734

Texas Department of Transportation

SH29 AT DB WOOD ROAD

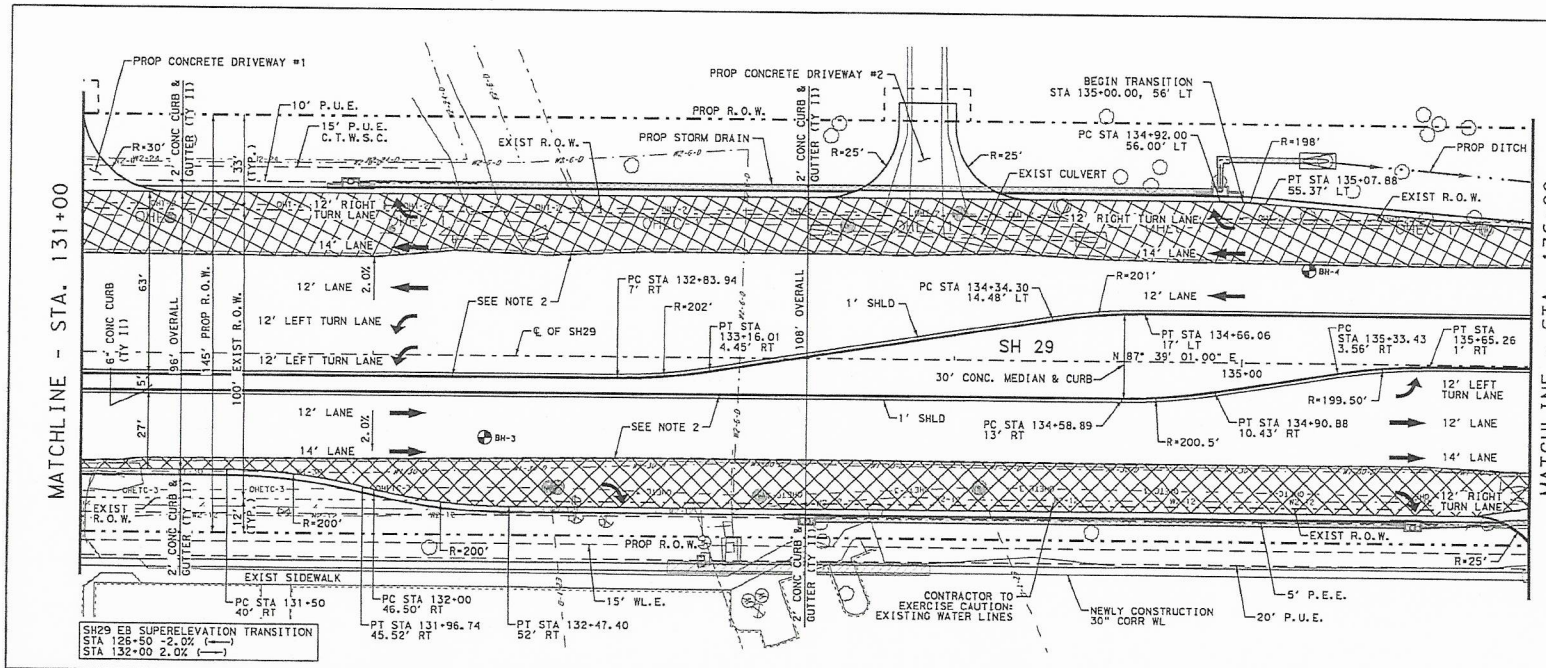
SH29 ROADWAY PLAN AND PROFILE

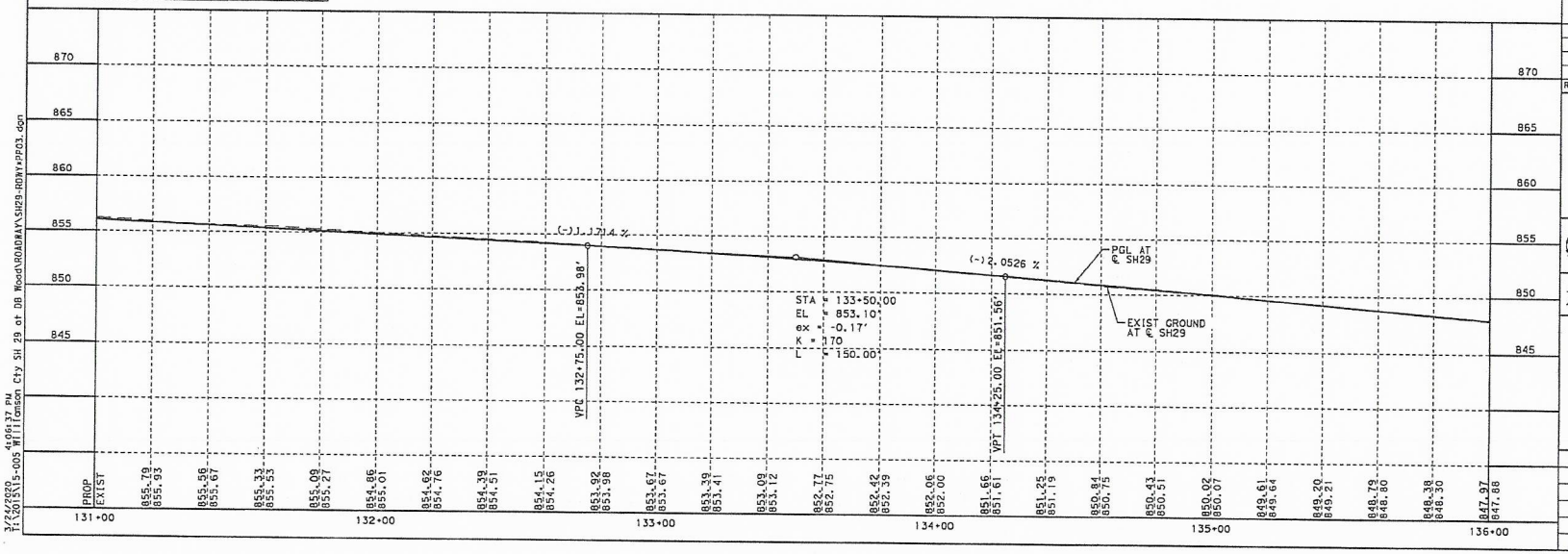
STA 126+00.00 TO STA 131+00.00

Sheet 2 of 7

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
14	NH2020(759)		SH 29
STATE	DIST	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT	SECT	JOB	Sheet No.
0337	01	043	105

3/24/2020 4:05:34 PM
T:\2015\15-005 Williamson Cty SH 29 at DB Wood\ROADWAY\SH29-ROWY-PP02.dgn





NOTES

1. SEE ROADWAY PLAN AND PROFILE SHEET 1 OF 6 FOR GENERAL NOTES.
2. SEE ROADWAY TYPICAL SECTIONS AND CROSS-SECTIONS FOR PAVEMENT MILL AND LEVEL-UP DETAILS.

LEGEND

- EXIST R.O.W.
- PROP R.O.W.
- PAVEMENT WIDENING - FULL DEPTH PAVEMENT CONSTRUCTION
- TEMPORARY CONSTRUCTION EASEMENT

SCALE: 1" = 40' (H)
SCALE: 1" = 10' (V)
20 10 0 20

REV	DESCRIPTION	BY	DATE

STATE OF TEXAS
YUE ZHU
85643
REGISTERED PROFESSIONAL ENGINEER
3/24/2020

UNINTECH CONSULTING ENGINEERS, INC.
3737 EXECUTIVE CENTER DR, # 181
AUSTIN, TEXAS 78731
PHONE: 512.371.0722
TBPE Reg. No. F-5419
WWW.UNINTECH.COM
FAX: 512.579.0734

Texas Department of Transportation

SH29 AT DB WOOD ROAD

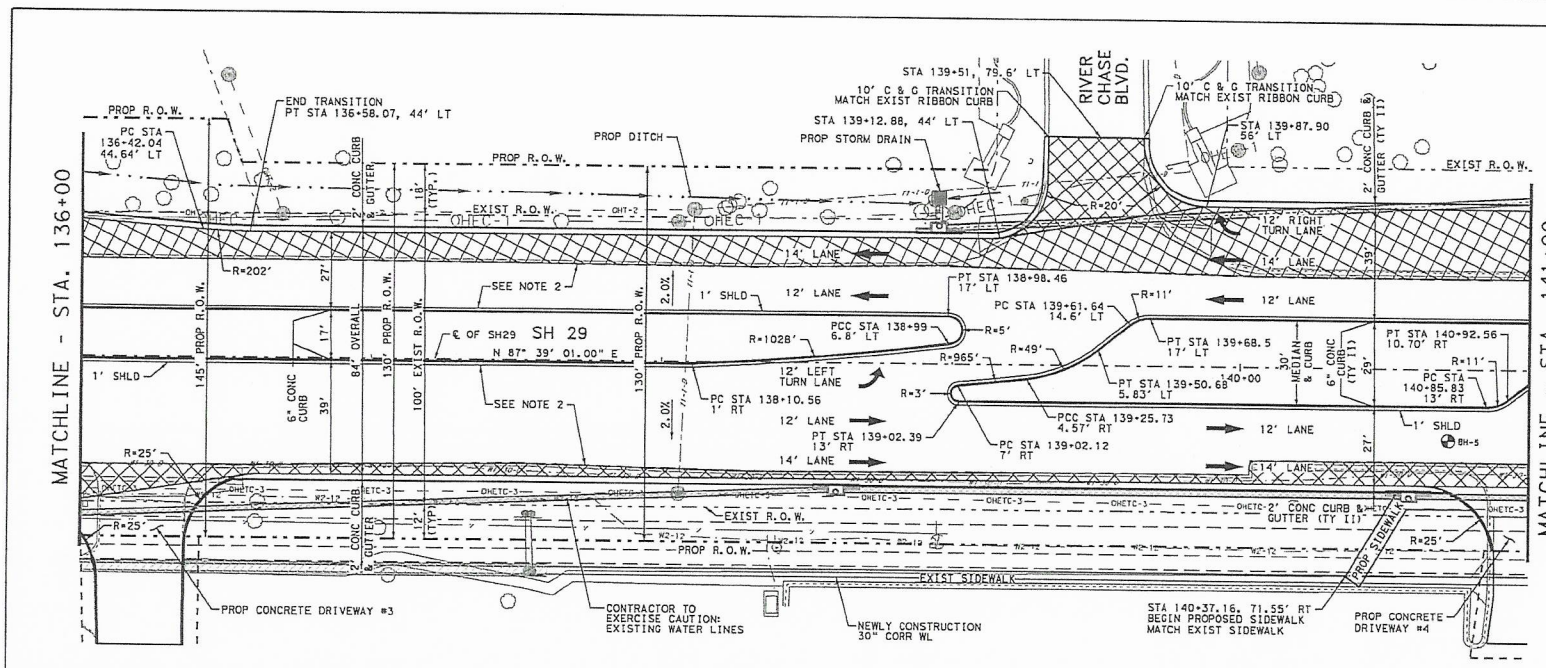
SH29 ROADWAY PLAN AND PROFILE

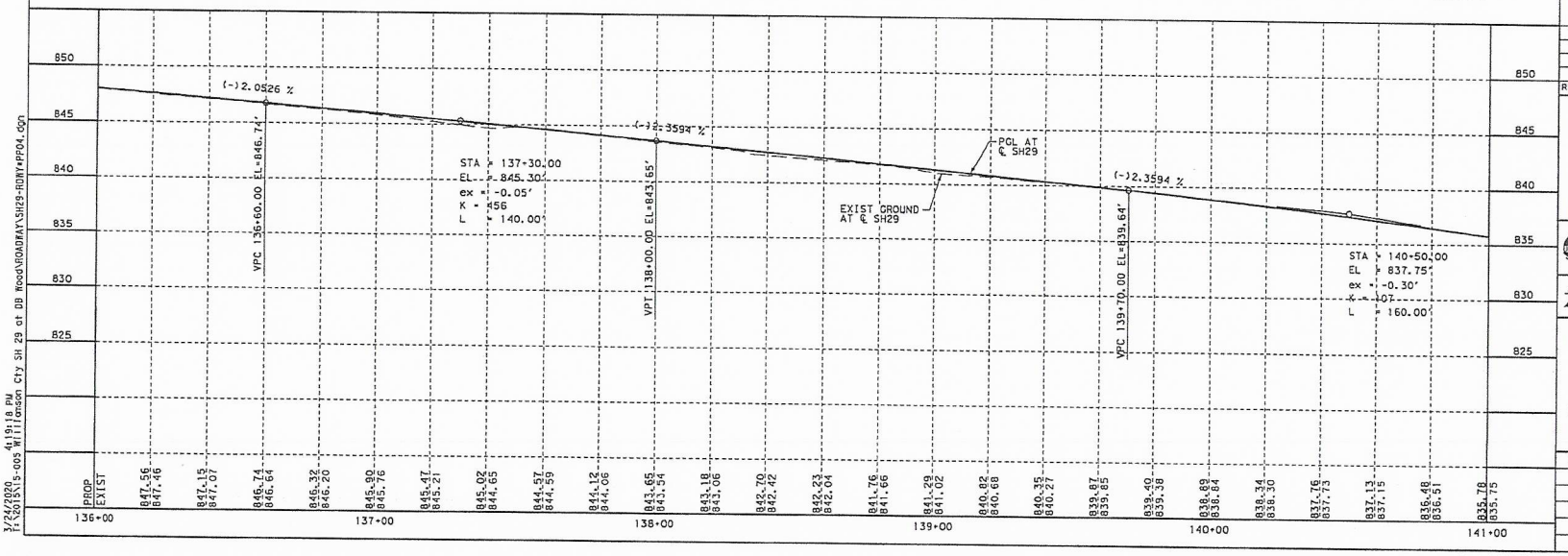
STA 131+00.00 TO STA 136+00.00

Sheet 3 of 7

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
14	NH2020(759)		SH 29
STATE	DIST	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT	SECT	JOB	Sheet No.
0337	01	043	106

3/24/2020 4:06:37 PM
T:\2015\15-005 Williamson Cty SH 29 at DB Wood\ROADWAY\SH29-RDWY-PP03.dgn





NOTES

1. SEE ROADWAY PLAN AND PROFILE SHEET 1 OF 6 FOR GENERAL NOTES.
2. SEE ROADWAY TYPICAL SECTIONS AND CROSS-SECTIONS FOR PAVEMENT MILL AND LEVEL-UP DETAILS.

LEGEND

- EXIST R.O.W.
- PROP R.O.W.
- PAVEMENT WIDENING - FULL DEPTH PAVEMENT CONSTRUCTION
- TEMPORARY CONSTRUCTION EASEMENT

SCALE: 1" = 40' (H)
SCALE: 1" = 10' (V)
20 10 0 20

REV	DESCRIPTION	BY	DATE

STATE OF TEXAS
YUE ZHU
85643
REGISTERED PROFESSIONAL ENGINEER
3/24/2020

UNINTECH CONSULTING ENGINEERS, INC.
3737 EXECUTIVE CENTER DR, #151
AUSTIN, TEXAS 78731
PHONE: 512.579.8722
TBPE Reg. No. F-5499
WWW.UNINTECH.COM
FAX: 512.579.0734

Texas Department of Transportation

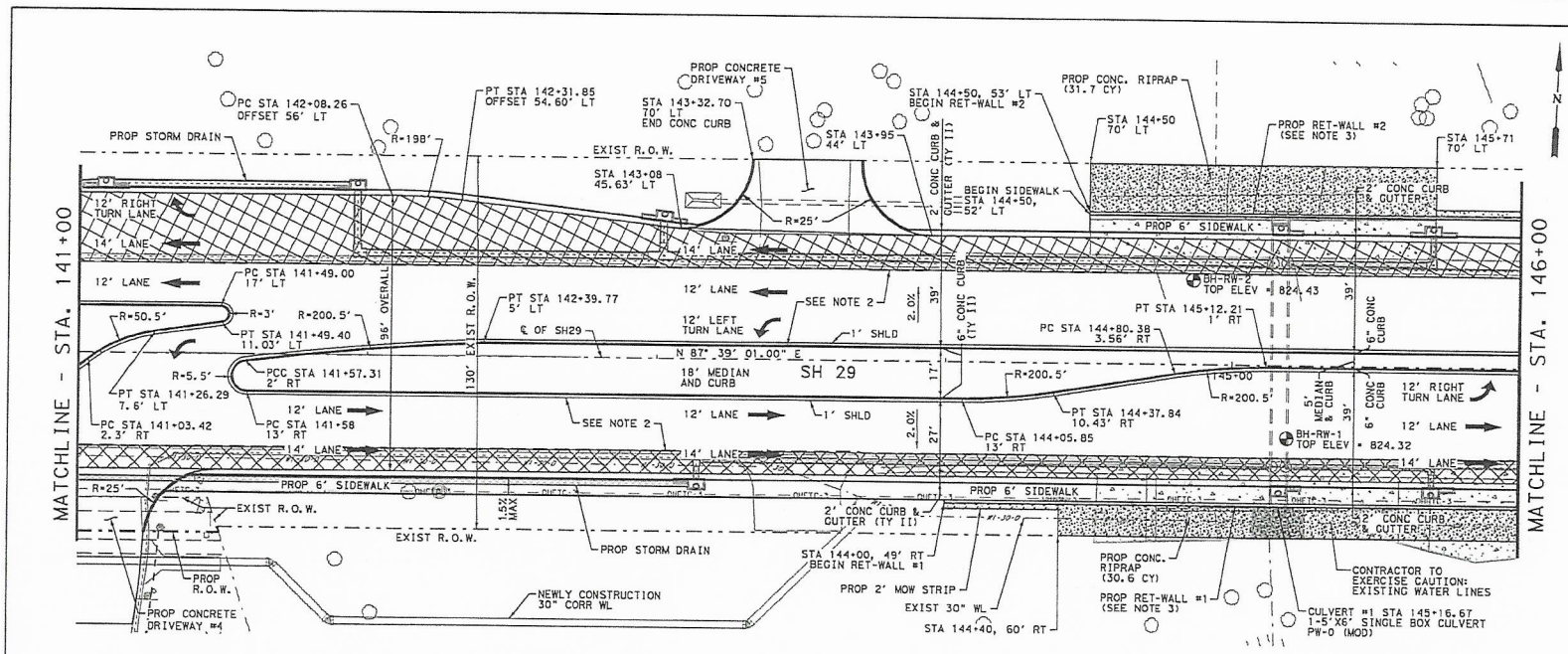
SH29 AT DB WOOD ROAD

SH29 ROADWAY
PLAN AND PROFILE
STA 136+00.00 TO STA 141+00.00

Sheet 4 of 7

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
14	NH2020(759)		SH 29
STATE	DIST	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT	SECT	JOB	Sheet No.
0337	01	043	107

3/24/2020 4:19:18 PM
I:\2015\15-005 Williamson Cty SH 29 at DB Wood\ROADWAY\SH29-ROWY+PP04.dgn



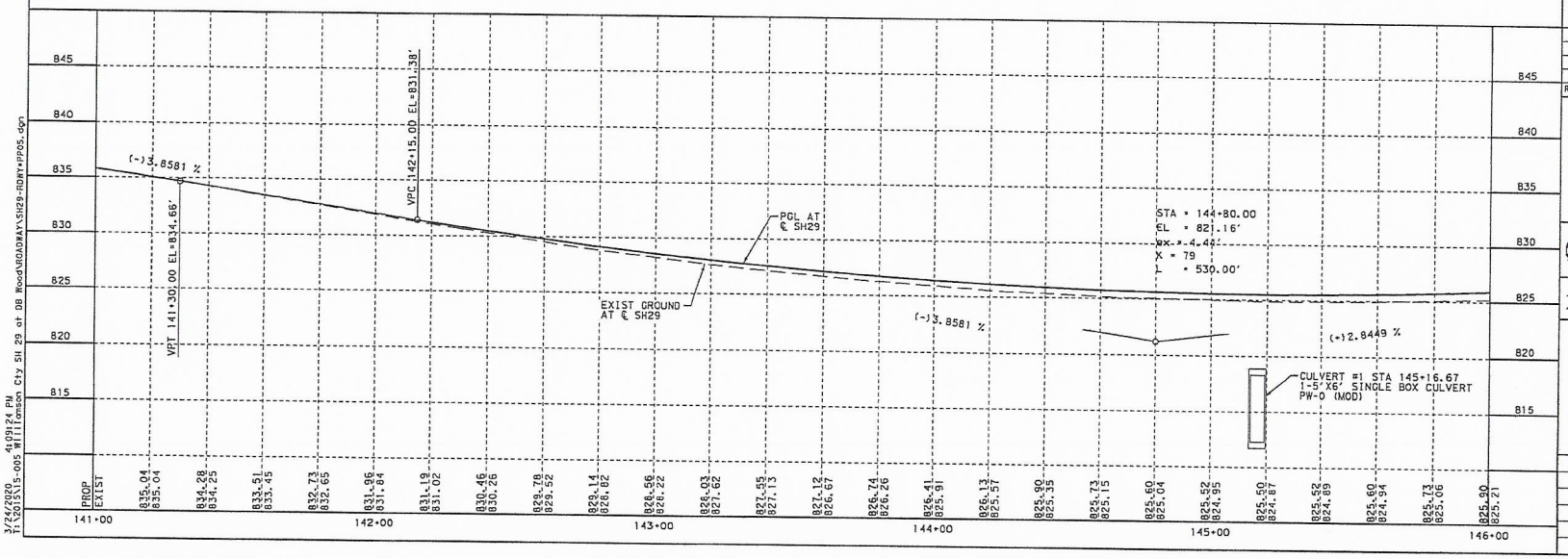
NOTES

1. SEE ROADWAY PLAN AND PROFILE SHEET 1 OF 6 FOR GENERAL NOTES.
2. SEE ROADWAY TYPICAL SECTIONS AND CROSS-SECTIONS FOR PAVEMENT MILL AND LEVEL-UP DETAILS.
3. SEE RET-WALL P&P SHEET FOR CONSTRUCTION DETAILS.

LEGEND

- EXIST R.O.W.
- PROP R.O.W.
- PAVEMENT WIDENING - FULL DEPTH PAVEMENT CONSTRUCTION
- TEMPORARY CONSTRUCTION EASEMENT

SCALE: 1" = 40' (H)
SCALE: 1" = 10' (V)
20 10 0 20



REV	DESCRIPTION	BY	DATE

STATE OF TEXAS
YUE ZHU
85643
REGISTERED
PROFESSIONAL ENGINEER
3/24/2020

UNITECH CONSULTING ENGINEERS, INC.
3737 EXECUTIVE CENTER DR, #101
AUSTIN, TEXAS 78731
PHONE: 512.579.8722
TBPE Reg. No. F-5459
WWW.UNITECH.COM
FAX: 512.579.8734

Texas Department of Transportation

SH29 AT DB WOOD ROAD

SH29 ROADWAY
PLAN AND PROFILE

STA 141+00.00 TO STA 146+00.00

Sheet 5 of 7

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
14	NH2020(753)		SH 29
STATE	DIST	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT	SECT	JOB	Sheet No.
0337	01	043	108

3/24/2020 4:09:24 PM
T:\2015\15-005 Williamson Cty SH 29 at DB Road\ROADWAY\SH29-ROWY+PP05.dgn

EXHIBIT "C"

Parcel 5

DEED
SH29/DB Wood 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 **FIRST BAPTIST CHURCH OF GEORGETOWN**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.385 acre (16,755 SF) of land in the Joseph Pulsifer Survey, Abstract No. 498, and the Isaac Donagan Survey, Abstract No. 178, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or the State of Texas, or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of SH29/DB Wood.

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.

GRANTOR:

FIRST BAPTIST CHURCH OF GEORGETOWN

By:_____

Name:_____

Its:_____

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 State of Texas, or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of SH29/DB Wood.

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.

GRANTOR:

FIRST BAPTIST CHURCH OF GEORGETOWN

By:_____

Name:_____

Its:_____

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 State of Texas, or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of SH29/DB Wood.

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.

GRANTOR:

FIRST BAPTIST CHURCH OF GEORGETOWN

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, 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 **51.**

Meeting Date: 08/10/2021

CR 366 Jonah WL Easement

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 letter agreement with Walther Family LP for a waterline easement on CR 366 (Parcel 16WE). Funding Source: Bonds P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WL Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/05/2021 09:25 AM
Form Started By: Charlie Crossfield		Started On: 08/05/2021 08:45 AM
Final Approval Date: 08/05/2021		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

meghan@scrrlaw.com

July 27, 2021

Walther Family LP
9409 Manitou Springs Ln.
Austin, TX 78717

Re: Williamson County—CR 366
Jonah SUD waterline easement
Parcel No.: 16WE

Dear Mr. Walther:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a waterline easement interest in and across portions of your property ("Owner") as part of Williamson County's ("County") proposed CR 366 roadway improvements and related appurtenances and utility adjustments ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged waterline easement ("Easement") in and across that certain parcel of land totaling 4,594 SF, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **$3,243.00** in good funds.

2. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter below and return it to me, and we will have this approved and signed by the County and process this for Closing and payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Meghan Drone
Sheets & Crossfield, PLLC

AGREED:

Clayton Walther

Date: 8-4-21

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

May 21, 2021

PROPERTY DESCRIPTION FOR EASEMENT 16E

DESCRIPTION OF a 9,541 square foot (0.2190 of one acre) water line easement out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of that tract described as 42.12 acres conveyed to Clarence H. Walther and Doris E. Walther, as Trustees or their Successors, of the Walther Living Trust dated the 3rd day of September, 1996 (1/2 Interest) by Special Warranty Deed dated January 22, 1997, as recorded in Document No. 9722475, Official Records, Williamson County, Texas (O.R.W.C.T.), and conveyed to the Walther Family Limited Partnership (1/2 Interest-Tract 14) by Contribution Deed dated August 19, 2005, as recorded in Document No. 2005069305, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 9,541 square foot (0.2190 of one acre) water line easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe found at the southwest corner of said 42.12 acre tract and the northwest corner of that tract described as 41.88 acres (Tract Two) conveyed to Evelyn M. Vittek by Special Warranty Deed dated September 12, 2007, as recorded in Document No. 2007087053, O.P.R.W.C.T.;

THENCE, N 68°20'57" E, along the south line of said 42.12 acre tract and the north line of said 41.88 acre tract, a distance of 2,156.38 feet to a point, being the southwest corner of this easement, for the **POINT OF BEGINNING**, 85.00 feet left of Engineer's Baseline Station 66+28.24, and having Surface Coordinates of North=10,194,076.26, East=3,204,793.38, being on a curve to the right;

1) **THENCE**, crossing said 42.12 acre tract, with said curve to the right, an arc distance of **300.31 feet**, through a central angle of **02°07'42"**, having a radius of **8,085.00 feet**, and a chord bearing **N 16°40'12" W**, a chord distance of **300.29 feet** to a point, 85.00 feet left of Engineer's Baseline Station 69+25.39, for the beginning of a curve to the left;

2) **THENCE**, crossing said 42.12 acre tract, with said curve to the left, an arc distance of **336.23 feet**, through a central angle of **02°26'02"**, having a radius of **7,915.00 feet**, and a chord bearing **N 16°49'22" W**, a chord distance of **336.20 feet** to a point, 85.00 feet left of Engineer's Baseline Station 72+65.23, being the northwest corner of this easement;

PROPERTY DESCRIPTION FOR EASEMENT 16E

3) **THENCE, N 71°57'37" E**, crossing said 42.12 acre tract, a distance of **15.00 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), also being in the west margin of CR 366 (varying width), 70.00 feet left of Engineer's Baseline Station 72+65.23, for the beginning of a curve to the right, being the northeast corner of this easement, from which a 4-inch by 6-inch concrete post found at the northeast corner of said 42.12 acre tract and the southeast corner of that tract described as 9.688 acres conveyed to James Gregory Redden and Rhonda D. Redden by General Warranty Deed with Vendor's Lien dated February 14, 2018, as recorded in Document No. 2018013001, O.P.R.W.C.T., and the southwest corner of that tract described as 0.17 acre conveyed to Sam V. Stone, County Judge of Williamson County, Texas, by deed dated December 11, 1960, as recorded in Volume 442, Page 257, Deed Records, Williamson County, Texas (D.R.W.C.T.), bears N 21°23'20" W, along the east line of said 42.12 acre tract and the west margin of CR 366, a distance of 154.65 feet;

THENCE, with the proposed west right-of-way line of CR 366, crossing said 42.12 acre tract, the following two (2) courses and distances, numbered 4 through 5:

4) with said curve to the right, an arc distance of **336.87 feet**, through a central angle of **02°26'02"**, having a radius of **7,930.00 feet**, and a chord bearing **S 16°49'22" E**, a chord distance of **336.84 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set, 70.00 feet left of Engineer's Baseline Station 69+25.39, for the beginning of a curve to the left, and

5) with said curve to the left, an arc distance of **298.72 feet**, through a central angle of **02°07'15"**, having a radius of **8,070.00 feet**, and a chord bearing **S 16°39'59" E**, a chord distance of **298.70 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set in the south line of said 42.12 acre tract and the north line of said 41.88 acre tract, being the southeast corner of this easement;

6) **THENCE, S 68°20'57" W**, along the south line of said 42.12 acre tract and the north line of said 41.88 acre tract, a distance of **15.04 feet** to the **POINT OF BEGINNING** and containing 9,541 square feet (0.2190 of one acre) of land, more or less.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

May 21, 2021

PROPERTY DESCRIPTION FOR EASEMENT 16E

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 21st day of May, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 16E

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

NOTES:

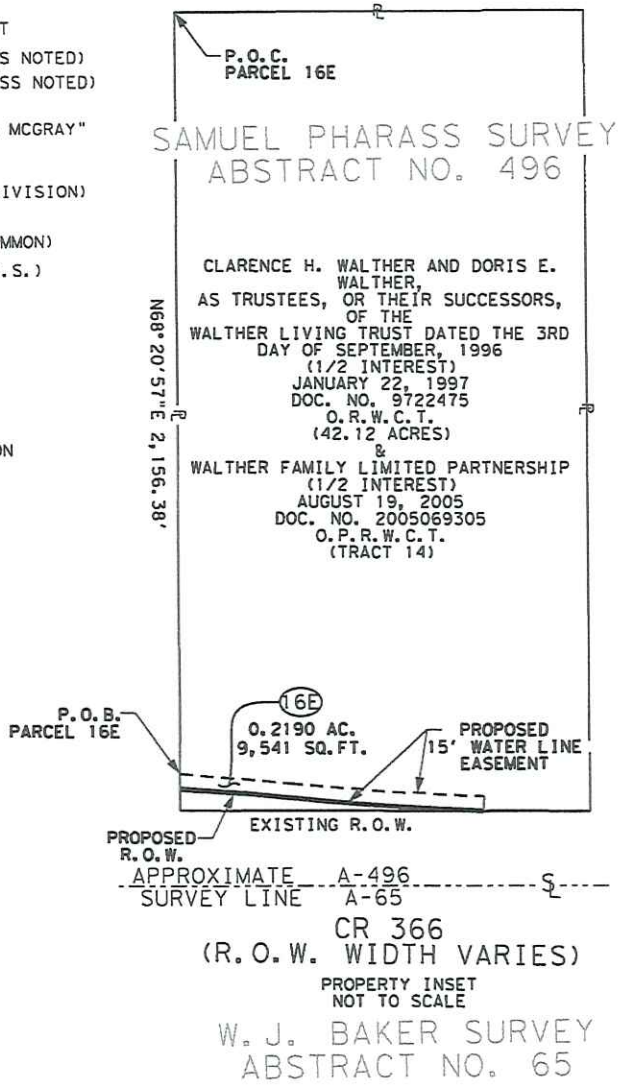
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

5/21/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE



THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2022637-GTN ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 12, 2020, ISSUED DATE JUNE 23, 2020.

10. THE FOLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
-NO EASEMENT DOCUMENTS LISTED

REVISIONS

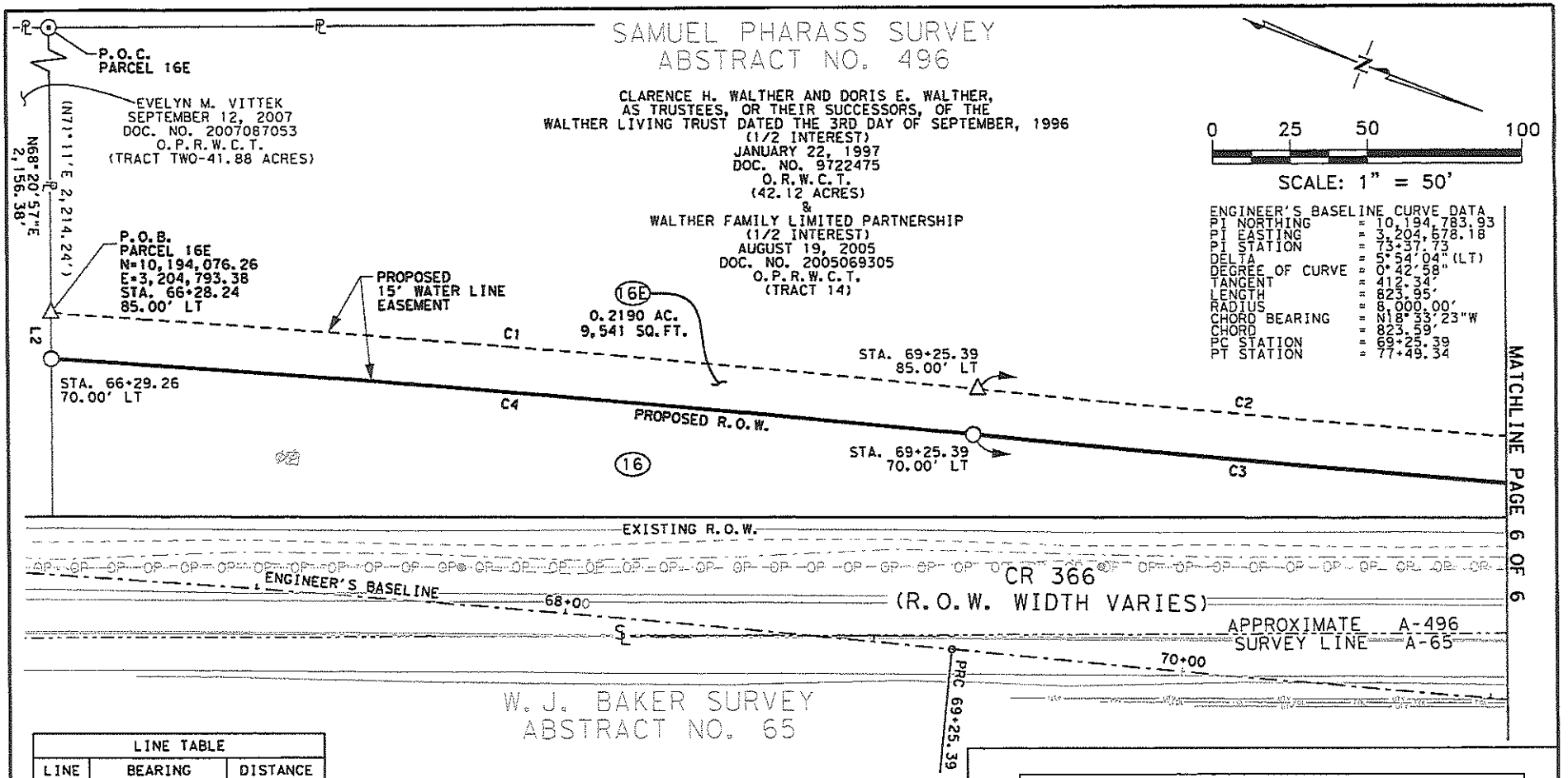
DEED	ACQUISITION	REMAINING LT
42.12 AC. 1,834,747 SQ.FT.	N/A	41.75 AC. 1,818,734 SQ.FT.

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 16E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021 | SCALE: N.T.S.



LINE TABLE		
LINE	BEARING	DISTANCE
L2	S68°20'57"W	15.04'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	300.31'	8,085.00'	02°07'42" RT	N16°40'12"W	300.29'
C2	336.23'	7,915.00'	02°26'02" LT	N16°49'22"W	336.20'
C3	336.87'	7,930.00'	02°26'02" RT	S16°49'22"E	336.84'
C4	298.72'	8,070.00'	02°07'15" LT	S16°39'59"E	298.70'

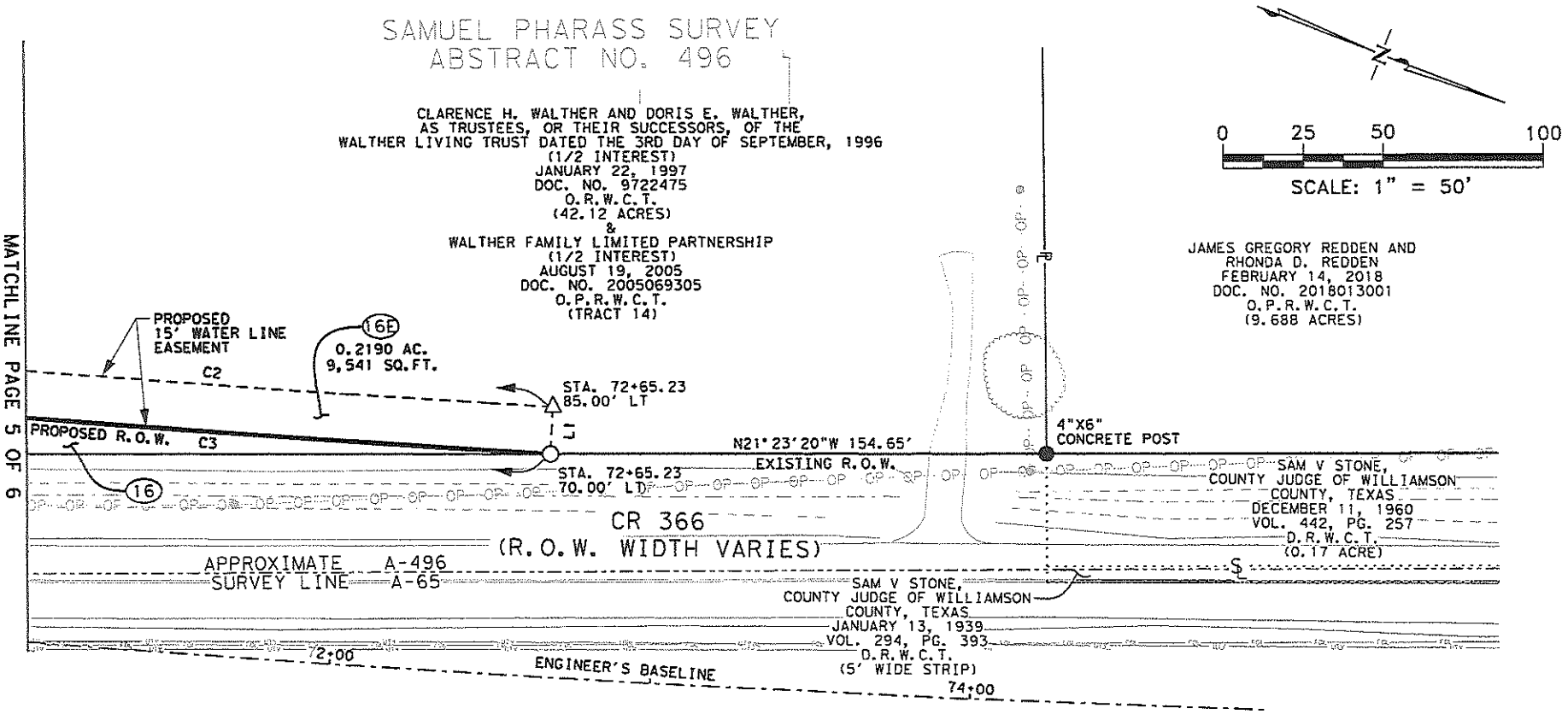
ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 10,193,988.96
PI EASTING = 3,204,900.23
PI STATION = 65+13.06
DELTA = 5°54'41" (RT)
DEGREE OF CURVE = 0°42'58"
TANGENT = 413.06'
LENGTH = 825.39'
RADIUS = 8,000.00'
CHORD BEARING = N18°33'42"W
CHORD = 825.03'
PC STATION = 61+00.00
PT STATION = 69+25.39

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 16E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021 | SCALE: 1"=50'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N71°57'37"E	15.00'

W. J. BAKER SURVEY
ABSTRACT NO. 65

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C2	336.23'	7,915.00'	02°26'02" LT	N16°49'22"W	336.20'
C3	336.87'	7,930.00'	02°26'02" RT	S16°49'22"E	336.84'

ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 10,194,783.93
PI EASTING = 3,204,678.18
PI STATION = 73+37.73
DELTA = 5°54'04" (LT)
DEGREE OF CURVE = 0°42'58"
TANGENT = 412.34'
LENGTH = 823.95'
RADIUS = 8,000.00'
CHORD BEARING = N18°33'23"W
CHORD = 823.59'
PC STATION = 69+25.39
PT STATION = 77+49.34

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 16E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021 | SCALE: 1"=50'

Calculation Sheet
Parcel 16E (9,541 Square Feet)
County: Williamson
Highway: County Road 366
From Carlos G. Parker Boulevard to Chandler Road

Parcel 16

Point of Commencement

Northing:	10193280.6651'		
Easting:	3202789.1337'		
Direction:	N68°20'57.00"E	Distance:	2156.3800'

Point of Beginning

Northing:	10194076.2600'		
Easting:	3204793.3800'		

Side 1: Curve

Curve direction:	Clockwise		
Radius:	8085.0000'		
Arc length:	300.3100'		
Delta angle:	2°07'42"		
Chord direction:	N16°40'12.00"W	Chord distance:	300.2900'
Northing:	10194363.9297'		
Easting:	3204707.2391'		

Side 2: Curve

Curve direction:	Counter-clockwise		
Radius:	7915.0000'		
Arc length:	336.2300'		
Delta angle:	2°26'02"		
Chord direction:	N16°49'22.00"W	Chord distance:	336.2000'
Northing:	10194685.7418'		
Easting:	3204609.9387'		

Side 3: Line

Direction:	N71°57'37.00"E	Distance:	15.0000'
Northing:	10194690.3870'		
Easting:	3204624.2013'		

Side 4: Curve

Curve direction:	Clockwise		
Radius:	7930.0000'		
Arc length:	336.8700'		
Delta angle:	2°26'02"		
Chord direction:	S16°49'22.00"E	Chord distance:	336.8400'
Northing:	10194367.9622'		
Easting:	3204721.6870'		

Calculation Sheet
Parcel 16E (9,541 Square Feet)
County: Williamson
Highway: County Road 366
From Carlos G. Parker Boulevard to Chandler Road

Side 5: Curve

Curve direction:	Counter-clockwise		
Radius:	8070.0000'		
Arc length:	298.7200'		
Delta angle:	2°07'15"		
Chord direction:	S16°39'59.00"E	Chord distance:	298.7000'
Northing:	10194081.8103'		
Easting:	3204807.3537'		

Side 6: Line

Direction:	S68°20'57.00"W	Distance:	15.0400'
Northing:	10194076.2613'		
Easting:	3204793.3748'		

Closure Summary

Precision, 1 part in:	242513.6765'
Error distance:	0.0054'
Error direction:	N75°51'04.32"W
Area:	0.2190 Ac.
Square area:	9540.84020
Perimeter:	1302.1700'

Commissioners Court - Regular Session **52.**

Meeting Date: 08/10/2021

FY 2021/2022 Proposed Budget Order

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the FY 2021/2022 Budget Order.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY 2021/2022 Proposed Budget Order - Tracked Changes

FY 2021/2022 Proposed Budget Order - No Markup

Form Review

Form Started By: Andrea Schiele Started On: 08/05/2021 02:26 PM

Final Approval Date: 08/05/2021

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2021/2022 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2021/2022;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. <u>SALARIES</u>

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	136,276.40 per year
b)	Judge of the County Court at Law #1	156,999.96 per year
c)	Judge of the County Court at Law #2	170,999.96 per year
d)	Judge of the County Court at Law #3	184,999.88 per year
e)	Judge of the County Court at Law #4	184,999.88 per year
f)	County Attorney	168,178.14 per year
g)	County Sheriff	137,673.64 per year
h)	County Clerk	112,883.16 per year
i)	County Tax Assessor/Collector	117,386.36 per year
j)	District Clerk	112,883.16 per year
k)	County Treasurer	108,609.28 per year
l)	Each County Commissioner	110,967.48 per year
m)	Each Justice of the Peace	98,785.96 per year
n)	Each Constable	98,785.96 per year

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2021/2022 budget year is as follows:

Veterans Day	Thursday	November 11, 2021
Thanksgiving Holiday	Thursday Friday	November 25, 2021 November 26, 2021
Christmas Holiday	Thursday Friday	December 23, 2021 December 24, 2021
New Year's Holiday	Friday	December 31, 2021
Martin Luther King Day	Monday	January 17, 2022
President's Day	Monday	February 21, 2022
Good Friday	Friday	April 15, 2022
Memorial Day	Monday	May 30, 2022
Independence Holiday	Monday	July 4, 2022
Labor Day	Monday	September 5, 2022

See Addendum: The Williamson County Employee Policy Manual (December 15, 2020). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices. Please note that total amounts may not be exact due to the rounding within our systems.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid $150 per month.

Sheriff's Office – Maximum of ~~18~~ 19 positions, including two CID
Corrections – Maximum of ~~12~~24 positions
Emergency Medical Services – Maximum of 20 positions
Mobile Outreach Team – Maximum of 2 positions
- Maximum of 1 position to train medical students for 6 months

2. ~~Crisis Intervention Team~~ Supplemental Pay ~~(CIT)~~ - Designated positions will be paid ~~$250~~ amount listed per month.

Sheriff's Office – Maximum of 10 positions for CIT at $250 per month
- Maximum of 33 positions for Detectives at $350 per month

Corrections – Maximum of 16 positions for Bailiff at $250 per month
- Maximum of 2 positions for Detective at $350 per month.
– Maximum of 4 positions for Lead Control Room Officer at $350 per month
– Maximum of 1 position for Paramedic at $700 per month

3. Training Specialist Supplemental Pay - Designated positions will be paid $100 per pay period.

Emergency Communications – Maximum of 16 positions

4. On-Call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services. ~~All Corrections and Sheriff's Office positions are to be paid by the Sheriff Office's State and Local Forfeiture Fund and a~~All District Attorney positions are to be paid by the District Attorney's Asset Forfeiture Funds.

District Attorney's Office – Maximum of 1 Asst. District Attorney, $600 per week
Facilities Maintenance – Maximum of 2 non-exempt positions, $100 per week
Technology Services – Maximum of ~~1~~3 positions, $200 per week
Emergency Management – Maximum of 1 non-exempt position, $100 per week
Sheriff's Office – Maximum of 2~~15 positions~~ Detectives, $100 per week
Maximum of 1 Sergeant, $100 per week
Maximum of 1 Crime Scene, $100 per week
Maximum of 1 Animal Control Officer, $100 per week
Maximum of 1 Livestock Deputy, $100 per week
Maximum of 1 Victims Assistance, $100 per week
Maximum of 4 Commissioned Corrections Officers, $100 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

District Attorney – Maximum of 18 positions, $5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund

6. Board Supplements – Designated positions will be paid for serving on a specific board(s).

Juvenile Board – County Judge and District Judges (5), $400 per month.
Judicial Board – Maximum of 1 position in the Magistrate Office, $2500 per year, paid equally over 26 pay periods.

7. County Supplements – Williamson County portion of elected state positions.

District Attorney – 1 position, $18,000, paid equally over 26 pay periods~~. For Fiscal Year 21 only, an additional $4,667.00 will be paid from October 2020 to December 2020, divided equally per pay period.~~

District Judges – 5 positions, $13,200 per year, paid equally over 26 pay periods.

8. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, $5,500 per year, paid equally over 26 pay periods.

9. Senior Associate Judge Stipend – A Judge, designated by the District and County Court at Law Judges, who oversees Pre-Trial Services shall receive a stipend of $2,500, paid equally over 26 pay periods.

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. **Non-exempt Compensation**

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt Compensation**

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

> Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.

The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual

distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of county employee events
b) Flowers for the death of a county employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
    i. The employee must be vested (8 years of service)
    ii. $~~40.00~~60.00 allowed for employees with up to 15 years of service
    iii. $~~80.00~~120.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs
e) Maximum of $300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
    i. Elected Official serving in his/her capacity for at least 1 term
    ii. Department Head who must be vested (8 years of service)
    iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated

50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including, but not limited to, auditing by the Williamson County Auditor's Office.

12. **Financial – General Procedures**

a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

c) Transfer of funds **out** of the following line items will not be allowed:

   i) Training
   ii) Gasoline
   iii) Cell Phones
   iv) RCS Radio Fees

d) Transfer of funds **into** any of the above line items may be allowed.

e) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

i) Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
ii) Fringe Benefits.

f) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

i) Funds for recruitment items must be approved during the annual budget process.
ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
iii) "Give way" items such as pens, pencils, etc. should not exceed $2.00 per item.

All purchases must follow procurement guidelines.

VI. PURCHASING – GENERAL PROCEDURES

1. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual as well as other more detailed information directing specific purchasing procedures and processes can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal.*

This site provides county departments access to:

a. Policies, Procedures and Manuals
b. Training Materials
c. Forms
d. Guides and other tools to assist in the purchasing process

3. The County Auditor's Office will audit Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by the Purchasing Department and the County Auditor's Office. Actions may include:

a. Retraining
b. Reduction of credit limits
c. Suspension of account

Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
b) Each Constable and Deputy Constables
c) Investigators in the District Attorney and County Attorneys offices
d) Two on call maintenance employees designated by the Maintenance Division Director
e) Division Commanders, and Operation Commander(s) approved by EMS Director
f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
h) The Director of Emergency Management and the Deputy Director of Emergency Management
i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

Emergency Services
R. Williams
M. Reyna
H. Clark
T. Allen
I. Oyedokun

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office
W. Steffen
~~R. Gauvin~~
J. Sapien
J. Helm
J. Guinn

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member.

All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in Human Resources to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator immediately in order to ensure that proper insurance coverage is in place.

VIII. CELL PHONE POLICY

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

2. Seven levels of cell phone stipends will be established:

$10.00 Per Month – ($5.00 per pmt)
$15.00 Per Month - ($7.50 per pmt)
$20.00 Per Month – ($10.00 per pmt)
$25.00 Per Month – ($12.50 per pmt)
$30.00 Per Month – ($15.00 per pmt)
$35.00 Per Month – ($17.50 per pmt)
$40.00 Per Month – ($20.00 per pmt)

3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

5. Expenditures over the allowed stipend will not be reimbursed.

6. An approved cell phone stipend will not follow an employee if the employee changes positions.

7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of ___ for, and ___ against on the ____ of August 2021.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

_____ _____

Bill Gravell, County Judge Nancy E. Rister, County Clerk

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2021/2022 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2021/2022;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	136,276.40 per year
b)	Judge of the County Court at Law #1	156,999.96 per year
c)	Judge of the County Court at Law #2	170,999.96 per year
d)	Judge of the County Court at Law #3	184,999.88 per year
e)	Judge of the County Court at Law #4	184,999.88 per year
f)	County Attorney	168,178.14 per year
g)	County Sheriff	137,673.64 per year
h)	County Clerk	112,883.16 per year
i)	County Tax Assessor/Collector	117,386.36 per year
j)	District Clerk	112,883.16 per year
k)	County Treasurer	108,609.28 per year
l)	Each County Commissioner	110,967.48 per year
m)	Each Justice of the Peace	98,785.96 per year
n)	Each Constable	98,785.96 per year

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2021/2022 budget year is as follows:

Veterans Day	Thursday	November 11, 2021
Thanksgiving Holiday	Thursday Friday	November 25, 2021 November 26, 2021
Christmas Holiday	Thursday Friday	December 23, 2021 December 24, 2021
New Year's Holiday	Friday	December 31, 2021
Martin Luther King Day	Monday	January 17, 2022
President's Day	Monday	February 21, 2022
Good Friday	Friday	April 15, 2022
Memorial Day	Monday	May 30, 2022
Independence Holiday	Monday	July 4, 2022
Labor Day	Monday	September 5, 2022

See Addendum: The Williamson County Employee Policy Manual (December 15, 2020). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices. Please note that total amounts may not be exact due to the rounding within our systems.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid $150 per month.

Sheriff's Office – Maximum of 19 positions, including two CID
Corrections – Maximum of 24 positions
Emergency Medical Services – Maximum of 20 positions
Mobile Outreach Team – Maximum of 2 positions
- Maximum of 1 position to train medical students for 6 months

2. Supplemental Pay - Designated positions will be paid amount listed per month.

Sheriff's Office – Maximum of 10 positions for CIT at $250 per month
- Maximum of 33 positions for Detectives at $350 per month

Corrections – Maximum of 16 positions for Bailiff at $250 per month
- Maximum of 2 positions for Detective at $350 per month.
– Maximum of 4 positions for Lead Control Room Officer at $350 per month
– Maximum of 1 position for Paramedic at $700 per month

3. Training Specialist Supplemental Pay - Designated positions will be paid $100 per pay period.

Emergency Communications – Maximum of 16 positions

4. On-Call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services. All District Attorney positions are to be paid by the District Attorney's Asset Forfeiture Funds.

District Attorney's Office – Maximum of 1 Asst. District Attorney, $600 per week
Facilities Maintenance – Maximum of 2 non-exempt positions, $100 per week
Technology Services – Maximum of 3 positions, $200 per week
Emergency Management – Maximum of 1 non-exempt position, $100 per week
Sheriff's Office – Maximum of 2 Detectives, $100 per week
Maximum of 1 Sergeant, $100 per week
Maximum of 1 Crime Scene, $100 per week
Maximum of 1 Animal Control Officer, $100 per week
Maximum of 1 Livestock Deputy, $100 per week
Maximum of 1 Victims Assistance, $100 per week
Maximum of 4 Commissioned Corrections Officers, $100 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

District Attorney – Maximum of 18 positions, $5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund

6. Board Supplements – Designated positions will be paid for serving on a specific board(s).

Juvenile Board – County Judge and District Judges (5), $400 per month.
Judicial Board – Maximum of 1 position in the Magistrate Office, $2500 per year, paid equally over 26 pay periods.

7. County Supplements – Williamson County portion of elected state positions.

District Attorney – 1 position, $18,000, paid equally over 26 pay periods
District Judges – 5 positions, $13,200 per year, paid equally over 26 pay periods.

8. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, $5,500 per year, paid equally over 26 pay periods.

9. Senior Associate Judge Stipend – A Judge, designated by the District and County Court at Law Judges, who oversees Pre-Trial Services shall receive a stipend of $2,500, paid equally over 26 pay periods.

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. **Non-exempt Compensation**

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt Compensation**

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

> Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.

The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the

Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of county employee events
b) Flowers for the death of a county employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
    i. The employee must be vested (8 years of service)
    ii. $60.00 allowed for employees with up to 15 years of service
    iii. $120.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs
e) Maximum of $300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
    i. Elected Official serving in his/her capacity for at least 1 term
    ii. Department Head who must be vested (8 years of service)
    iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated

50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including, but not limited to, auditing by the Williamson County Auditor's Office.

12. **Financial – General Procedures**

a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

c) Transfer of funds **out** of the following line items will not be allowed:

    i) Training
    ii) Gasoline
    iii) Cell Phones
    iv) RCS Radio Fees

d) Transfer of funds **into** any of the above line items may be allowed.
e) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

i) Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
ii) Fringe Benefits.

f) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

i) Funds for recruitment items must be approved during the annual budget process.
ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
iii) "Give way" items such as pens, pencils, etc. should not exceed $2.00 per item.

All purchases must follow procurement guidelines.

VI. PURCHASING – GENERAL PROCEDURES

1. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual as well as other more detailed information directing specific purchasing procedures and processes can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

This site provides county departments access to:

a. Policies, Procedures and Manuals
b. Training Materials
c. Forms
d. Guides and other tools to assist in the purchasing process

3. The County Auditor's Office will audit Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by the Purchasing Department and the County Auditor's Office. Actions may include:

a. Retraining
b. Reduction of credit limits
c. Suspension of account

Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
b) Each Constable and Deputy Constables
c) Investigators in the District Attorney and County Attorneys offices
d) Two on call maintenance employees designated by the Maintenance Division Director
e) Division Commanders, and Operation Commander(s) approved by EMS Director
f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
h) The Director of Emergency Management and the Deputy Director of Emergency Management
i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

Emergency Services
R. Williams
M. Reyna
H. Clark
T. Allen
I. Oyedokun

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office
W. Steffen
J. Sapien
J. Helm
J. Guinn

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member.

All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in Human Resources to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator immediately in order to ensure that proper insurance coverage is in place.

VIII. CELL PHONE POLICY

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item

004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

2. Seven levels of cell phone stipends will be established:

$10.00 Per Month – ($5.00 per pmt)
$15.00 Per Month - ($7.50 per pmt)
$20.00 Per Month – ($10.00 per pmt)
$25.00 Per Month – ($12.50 per pmt)
$30.00 Per Month – ($15.00 per pmt)
$35.00 Per Month – ($17.50 per pmt)
$40.00 Per Month – ($20.00 per pmt)

3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

5. Expenditures over the allowed stipend will not be reimbursed.

6. An approved cell phone stipend will not follow an employee if the employee changes positions.

7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of ___ for, and ___ against on the ____ of August 2021.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

_____	_____
Bill Gravell, County Judge	Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **53.**

Meeting Date: 08/10/2021

Budget Modification Voting Session

Submitted For: Ashlie Holladay **Submitted By:** Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

2021 - 2022 Budget Modification Voting Session

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August 10th 2021 BMVS

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/05/2021 11:35 AM
Form Started By: Ashlie Holladay		Started On: 07/16/2021 12:21 PM
Final Approval Date: 08/05/2021		

2021 - 2022 GENERAL FUND PRELIMINARY PROPOSED BUDGET

General Fund Budget Office Recommendations			$	243,337,737.00	
SUBTOTAL			**$**	**243,337,737.00**	
SPONSORED ITEMS FOR COURT CONSIDERATION 8/10/21					
Constable Pct #4 - Defibrillators $1495 each + $75 Shipping	$	15,025.00			
Additional 2% COLA for a total of 6% COLA on L Chart (in addition to step)	$	398,097.10			
SO - L Chart for SO Only / 1% Above the Median	$	2,507,926.00			
All Other L Chart Departments / 1% Above the Median	$	969,531.00			
L Chart - Removal of 4% Increase	$	(796,194.19)			
HR - Generalist II for Civil Service B28 $53,279.74 or $55,410.93 with 4% COLA	$	89,268.35			
HR - Generalist I B26 $48,226.35 or $50,155.40 with 4% COLA	$	80,760.43			
JP#3 Staffing - Court Clerk II B19 or $34,126.47 with 4% COLA	$	57,627.16			
County Clerk - Remote Birth Certificate Printing	$	3,000.00			
Non Departmental - Additional Funding for Personal Liability and Property Insurance	$	1,000,000.00			
DA - Appellate Prosecutor B37 at 15% above the bottom of the grade $95,566.70 + 4% COLA	$	148,951.86			
DA - Child Abuse Prosecutor B37 at 15% above the bottom of the grade $95,566.70 + 4% COLA	$	148,951.86			
DA - Remove 15% above bottom of the grade to stay within policy B37 at $83,101.48 + 4% COLA	$	(32,106.24)			
PCN 0641 First Assistant County Auditor salary increase; Grade change to B39	$	9,134.68			
PCN 0969 Senior Director Infrastructure salary increase	$	10,434.96			
EMS - Two Tahoes Not Received in FY 21	$	104,700.00			
Constable Pct. #4 - 2 Tahoes Not Received in FY 21	$	121,922.00			
Elected Officials' Salary Increase	$	116,215.12	$	116,215.12	**Approved 8/3/2021**
ITEMS REMAINING FOR SPONSORSHIP					
SO - Chiefs and Assistant Chiefs	$	107,567.00			
SO& Jail - Additonal Stipends (Education, Certification, Bilingual)	$	319,091.00			
SUBTOTAL	**$**	**5,379,903.09**	**$**	**116,215.12**	
GRAND TOTAL			**$**	**243,453,952.12**	

2021 - 2022 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations			$ 44,298,593.00
SUBTOTAL			**$ 44,298,593.00**
SPONSORED ITEMS FOR COURT CONSIDERATION 8/10/21			
Transfer to Capital Projects 000777	$	564,168.00	
ITEMS REMAINING FOR SPONSORSHIP			
CIP (Sand Shed)	$	1,500,000.00	
SUBTOTAL	$	2,064,168.00	**$ -**
GRAND TOTAL			**$ 44,298,593.00**

2021 - 2022 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations	$ 152,869,074.00
TOTAL	**$ 152,869,074.00**

GENERAL FUND, ROAD & BRIDGE FUND and DEBT SERVICE FUND TOTAL	**$ 440,621,619.12**

Commissioners Court - Regular Session **54.**

Meeting Date: 08/10/2021

Executive Session

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

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

A. Real Estate Owned by Third Parties

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

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 278
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for SH 29 @ DB Wood.
g) Discuss the acquisition of real property for CR 366.
h) Discuss 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	08/05/2021 09:29 AM
Form Started By: Charlie Crossfield		Started On: 08/05/2021 08:47 AM
Final Approval Date: 08/05/2021		

Commissioners Court - Regular Session **55.**

Meeting Date: 08/10/2021

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	08/05/2021 09:31 AM

Form Started By: Charlie Crossfield Started On: 08/05/2021 08:48 AM

Final Approval Date: 08/05/2021