

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**AUGUST 31, 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 – 36 )

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0570.004705	Pre Employment Screenings	\$1,800
To	0100.0570.003111	Kitchen Supplies	\$1,800

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	\$25,000
To	0882.0882.003524	Sublets	\$25,000

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0200-0210-004150	Surveying	\$30,000.00

To	0200-0210-004160	Lab Fees	\$30,000.00
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6. Approve and note in the official minutes the Employee Policy Manual effective 10/1/2021.
7. Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a The Rachael Ray No-Kill Excellence Grants to aid in the care of the most vulnerable animals at the shelter from the Best Friends Animal Society.
8. Discuss, consider and take appropriate action on approving the FY22 CSCD (Adult Probation) DWI-Drug Court Counselor Memorandum of Understanding.
9. Discuss, consider and take appropriate action on approving the FY22 CSCD (Adult Probation) CSR Memorandum of Understanding.
10. Discuss, consider and take appropriate action on approving the agreement between Williamson County and Mythics for the purchase of Oracle software updates, licenses and support for the Payroll and Human Resource platforms in the amount of \$73,120.23 pursuant to the DIR contract #DIR-TSO-4158, and authorizing the execution of the agreement.
11. Discuss, consider and take appropriate action on approving the agreement between Williamson County and Tyler Technologies for programming customization and support for a total amount of \$2,000.00 per the Sourcewell Contract #110515-TTI, and authorizing the execution of the agreement.
12. Discuss, consider and take any appropriate action regarding termination of Professional Service Agreement for Training and Traumatic Event Response for Williamson County Sheriff's Office with Tania Glenn & Associates, PA and authorize county judge to sign letter proving 30-day notice of termination.
13. Discuss, consider and take appropriate action on approving Amendment with Correct Solutions, LLC operating under RFP 1807-248 for Inmate Telephone for the Williamson County Jail to extend current term ending on December 12, 2021 through March 31, 2022 and allow adequate time for issuance of a new RFP and conduct due diligence regarding the county's available options in this category of services.
14. Discuss, consider, and take appropriate action on authorizing the purchase of ASL 5000 Ventilator Training Device from Ingmar Medical in the amount of \$39,739.00 and authorize the execution of the County Addendum.
15. Discuss, consider, and take appropriate action on authorizing the Non-Disclosure Agreement between Global Payments Direct, Inc. and Williamson County and authorize the execution of the agreement.



- 16.** Discuss, consider and take appropriate action on approving the Contract between Williamson County and Facilities Resources, Inc. for the purchase of furniture for the District Attorney's Office in the total amount of \$1,748.54 per the terms of the Omnia National Co-op contract #2019-001896, and authorizing the execution of the contract.
- 17.** Discuss, consider and take the appropriate action on approving the Contract between Williamson County and Facilities Resources, Inc. for the purchase of furniture for the District Attorney's Office for the total amount of \$2,531.92 per the terms of the Omnia National Co-op contract number 2019-001896, and authorizing the execution of the contract.
- 18.** Discuss, consider and take appropriate action on approving the contract between Williamson County and Facilities Resources, Inc. for the purchase of furniture at the District Attorney's Office for the total amount of \$3,275.94 per the terms of the Omnia National contract number 2019-001896, and authorizing the execution of the contract.
- 19.** Discuss, consider and take appropriate action on awarding RFP #T4166, for Bank Depository to Wells Fargo Bank N.A. for the Williamson County Treasurer's Office and authorizing the execution of the agreement.
- 20.** Discuss, consider and take appropriate action to approve a new 36-month term agreement with Thomas Reuters for CLEAR Proflex with preferred pricing for legal and judicial research for various county offices.
- 21.** Discuss, consider and take appropriate action on approving the agreement between Thomson Reuters and Williamson County for a Westlaw Proflex Subscription pursuant to DIR-LGL-CALIR-02 in the amount of \$5,949.18 per month, for 36 months, and authorize execution of the agreement.
- 22.** Discuss, consider, and take appropriate action on approving an agreement between TransUnion Risk and Alternative Data Solutions, Inc. and Williamson County for a research database subscription in the amount of \$280 per month, and authorizing execution of the agreement.
- 23.** Discuss, consider and take appropriate action to ratify two Deeds without Warranty from Williamson County, Texas, acting as Trustee, to JJ Service and Septic Service, LLC, pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code.
- 24.** Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Tom Stanfield, with general authority to approve invoices and change orders for the Jail Magistrate Court Project (P540) for any increase or decrease in cost of \$30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

25. Discuss, consider and take appropriate action on authorizing the extension to Emergency Generator and Automatic Transfer Switch Preventative Maintenance Contract #1812-283 with Austin Generator Service, for the same pricing, terms and conditions as the existing contract, with the exception of, incorporation of the updated equipment inventory listing in the document titled "FY22 Austin Generator, Facilities, Equipment List, Compensation and Fee" for the term of October 1, 2021 - September 30, 2022.
26. Discuss, consider and take appropriate action regarding the temporary closing of CR 375 for road work to replace cross culverts.
27. Discuss, consider and take appropriate action on Supplemental Work Authoriztion No 1 to Work Authorization No 6 under Williamson County Contract between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for Design Surveying & ROW Delineation within Durham Park Subdivision Phase III. Funding source: 01.0200.0210.004150.
28. Discuss, consider and take appropriate action to amend and clarify the correct amount of a Work Authorization No 5 between Rifeline, LLC and Williamson County to reflect the true and correct amount of \$23,005.00 instead of the incorrect amount of \$20,005.00 that was recited previously under Item No 34 of the Williamson County Commissioners Court August 27, 2019 Regular Session. Funding source: 01.0200.0210.004100.
29. Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 1 under Williamson County Contract between Texas A&M Transportation Institute and Williamson County dated April 26, 2016 for Foam Asphalt Pavement Design. Funding source: 01.0200.0210.004160.
30. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between Atlas Technical Consultants, LLC and Williamson County dated April 23, 2020 for On Call Materials Testing and Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.
31. Discuss, consider and take appropriate action on Contract Amendment No 3 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant - Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects.
32. Discuss, consider and take appropriate action to void the Agreement for Construction Services between Williamson County, Texas and DeNucci Constructors, LLC that was previously approved under Item No. 35 of the August 3, 2021 Williamson County Commissioners Court session and executed effective as of August 4, 2021, and replace said agreement with the Standard Form of Agreement by and between Williamson and County and DeNucci Constructors, LLC for the T4327 Great Oaks Drive Improvements at Brushy Creek Road Project, dated to be effective as of August

20, 2021.

33. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for 21IFB15 South Bounds Street Overlay and Drainage Improvements in Thrall, TX. Funding Source is P374.
34. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for 21IFB16 Cotrell Street Overlay. Funding Source is P369.
35. Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Santa Rita Ranch Phase 4 subdivision – Precinct 3.
36. Discuss, consider and take appropriate action on approval of the preliminary plat for the Retreat at 971 subdivision – Precinct 4.

## **REGULAR AGENDA**

37. Discuss, consider and take appropriate action on a resolution declaring September 2021 as Preparedness Month in Williamson County, Texas.
38. 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.
39. Deliberate, discuss, consider, receive information/situational updates and take any appropriate action pertaining to the Coronavirus Disease (COVID-19).
40. Discuss, consider and take any appropriate action to approve Third Amendment to Administrative Services Agreement with Web TPA Employer Services, LLC in order to support county's indigent health program operations and exempting services through December 31, 2021 from competitive bidding or proposal requirements pursuant to Tex. Loc. Gov't Code Chapter 262.2 ("public health or safety").
41. Discuss, consider and take appropriate action approving an agreement between Williamson County and the Williamson County Crisis Center d/b/a Hope Alliance for reimbursement under the Coronavirus Aid, Relief and Economic Security Act (CARES Act) for expenses incurred as a result of COVID-19.
42. Discuss, consider and take appropriate action approving an agreement between Williamson County and Sacred Heart Community Clinic for reimbursement under the Coronavirus Aid, Relief and Economic Security Act (CARES Act) for expenses incurred as a result of COVID-19.

- 43.** Discuss, consider and take appropriate action approving a Second Addendum to the agreement between Williamson County and Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services for Private Psychiatric Hospital Beds for reimbursement under the Coronavirus Aid, Relief and Economic Security Act (CARES Act) and The American Rescue Plan Act (ARPA for expenses incurred as a result of COVID-19.
- 44.** Discuss, consider and take appropriate action approving a First Amended Agreement between Williamson County and Bluebonnet Trails Community Services for Specialty Programs.
- 45.** Discuss, consider and take appropriate action on authorizing advertising and setting date for public hearing on the 2021-2022 District Clerk Record Archive Fund (0387) Plan for September 14, 2021 at 10:15 AM.
- 46.** Discuss, consider and take appropriate action on a Therapeutic Infusion Services Agreement for Coronavirus Disease (COVID-19) treatment, including observation services as needed, between Williamson County and Family Hospital Systems; and exempting the procurement of such services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) - an item necessary to preserve the health and safety of the residents of Williamson County.
- 47.** Discuss, consider and take appropriate action on hierarchy of actions/protocol on Williamson County Conservation Foundation activities related to Commissioners Court.
- 48.** Discuss, consider and take any appropriate action regarding approval of an agreement with Pearson Education, Inc. and authorize photos of the Williamson County EMS for use in a paramedic textbook and promote public health and safety education.
- 49.** Discuss, consider and take appropriate action to approve a First Amended Agreement with Capital Area Emergency Communications District (CAECD) and Williamson County Emergency Communications.
- 50.** Discuss, consider, and take appropriate action on approving a 2015 Certificate of Obligations budget transfer to move \$232,997.35 from P356 (2015 CO Non-Departmental) to P540 (Jail Renovations Phase II).
- 51.** Discuss, consider, and take appropriate action on approving a 2018 Capital Improvement Program budget transfer to close P435 (Animal Shelter Expansion) and move \$367,002.65 to P540 (Jail Renovations Phase II).
- 52.** Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Texas Mamma Jamma Ride for off duty contracting of County Sheriff Deputies to be effective September 18, 2021 (Traffic control in Eastern Williamson County).

53. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Brushy Creek Municipal Utility District regarding off duty contracting of County Sheriff Deputies to be effective October 1, 2021.
54. Discuss, consider, and take appropriate action relating to county-level redistricting:
  1. Receive an update on any work having been done to date by the redistricting committee consisting of Commissioners Covey and Long since being appointed on November 17, 2020
  2. Hear about any work that has been done by Potts & Reilly LLP since they were contracted on June 8, 2021
  3. Discuss any timeline and process regarding this work, including public input and adding redistricting information on the county's web site
55. Discuss, consider and take appropriate action on recognizing Gary Boyd for his years of service to the citizens and critters of Williamson County.
56. Receive updates on the Department of Infrastructure projects and issues.
57. Discuss, consider, and take appropriate action on authorizing the Construction Contract between Vaughn Construction, LLC and Williamson County for renovations at the County Jail, pursuant to Omnia Contract R200107 in the amount of \$1,904,709 and authorize the execution of the agreement. Funding Source is P540.
58. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of (\$12,682.90) for T3082 Southeast Loop Phase 2 Demolition (HCS, Inc. Commercial General Contractor) P: 463 Funding Source: Road Bond.
59. Discuss, consider and take appropriate action on Contract Amendment No. 4 to the Southeast Loop (Corridor A1/A2) contract between Williamson County and Johnson, Mirmiran & Thompson, Inc. (JMT) relating to the 2019 Road Bond Program. Project: P392. Fund Source: Road Bonds.
60. Discuss, consider and take appropriate action on a Survey Access Consent Form/Release of Liability and Indemnification Agreement with Fuessel Holdings, LLC for right of entry needed on the SE Loop Segment 3 project (Parcel 94).
61. Discuss, consider and take appropriate action on a Rule 11 Condemnation Settlement Agreement with William A. Rogers, Jr. as the Trustee of the Tiffany Tankersely Wolfe 1997 Children's Trust for right of way needed on the SE Loop Project - Segment 1 (Parcel 26). Funding Source: Road Bonds P463.
62. Discuss, consider and take appropriate action on an Interlocal Agreement for Completing Design Services and Construction Related to Relocation of Georgetown Waterline Improvements Along County Road 200 and an Amendment of Easement Agreement with the City of Georgetown.

63. Discuss, consider and take appropriate action on 5 claims for moving expenses on the Corridor H- Sam Bass Road project, Parcel 13- Sam Bass Storage for right of way acquired. Funding Source: Road Bonds P462.  
Unit O10- Daniel Horgos  
Unit E29- Elmar Widowitz  
Unit M5- Elizabeth Cendejas-Saenz  
Unit D24- Octavian Laies  
Unit C03- Mark Kallenbach
64. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn a waterline easement (0.513 acres) required for the construction of SE Loop Segment 3, and take appropriate action. (John Arthur Bigon, Jr. and James Alan Bigon, Independence Co-Executors of the Estates of John A. Bigon, Sr. and Mary S. Bigon) (parcel 93P1-WE).
65. 10:00 AM Hold Public Hearing on the 2021-2022 County Budget.
66. Discuss, consider and take appropriate action on the 2021-2022 General Fund Budget.
67. Discuss, consider and take appropriate action on the 2021-2022 Road and Bridge Fund Budget.
68. Discuss, consider and take appropriate action on the 2021-2022 Debt Service Fund Budget.
69. 10:15 a.m. Public Hearing on the proposed 2021 tax rate of 44.0846 cents per \$100 of valuation for Williamson County.
70. Discuss, consider and take appropriate action regarding the adoption of the 2021 tax rates for Williamson County General Fund and Williamson County Road and Bridge Fund.

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

71. 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.

72. 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 Red Hot Chili Pepper
  - g) Project Nirvana
  - h) Project Soundgarden
  - i) Project Def Leppard
  - j) Project Flex Power
73. 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) EEOC Charge of Discrimination #450-2021-00854 - 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.

74. 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).
75. 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)

76. Discuss and take appropriate action concerning economic development.

77. Discuss and take appropriate action concerning real estate.
78. 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) EEOC Charge of Discrimination #450-2021-00854 - 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.

**79.** 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.

**80.** Comments from Commissioners.

**81.** 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 27th 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:** 08/31/2021

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 the Corrections Department.

**Background**

This transfer will provide additional funding to purchase disposable small wares to include Styrofoam plates, utensils, to utilize while dishwasher is being repaired.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0570.004705	Pre Employment Screenings	\$1,800
To	0100.0570.003111	Kitchen Supplies	\$1,800

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Julie Kraft

Final Approval Date: 08/25/2021

**Reviewed By**

Becky Pruitt

Ashlie Holladay

**Date**

08/25/2021 11:30 AM

08/25/2021 12:10 PM

Started On: 08/25/2021 09:54 AM

**Commissioners Court - Regular Session****4.****Meeting Date:** 08/31/2021

08-31-2021 LIT

**Submitted For:** Kevin Teller**Submitted By:** Edward  
Pospisil,  
Infrastructure  
**Division:** Fleet Services**Department:** Infrastructure**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

Unforeseen major repairs have depleted our sublet funds earlier than anticipated for current fiscal year. This transfer amount is projected to cover sublet charges for the remainder of this fiscal year.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	\$25,000
To	0882.0882.003524	Sublets	\$25,000

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**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Edward Pospisil

Final Approval Date: 08/25/2021

**Reviewed By**

Becky Pruitt

Ashlie Holladay

**Date**

08/25/2021 12:06 PM

08/25/2021 12:11 PM

Started On: 08/25/2021 11:38 AM

**Commissioners Court - Regular Session****5.****Meeting Date:** 08/31/2021

LIT for the Road and Bridge Division

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

This transfer is necessary to continue On Call Materials Testing and Geotechnical Engineering Services for Road and Bridge Division projects.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0200-0210-004150	Surveying	\$30,000.00
To	0200-0210-004160	Lab Fees	\$30,000.00

---

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Vicky Edwards

Final Approval Date: 08/23/2021

**Reviewed By**

Becky Pruitt

Ashlie Holladay

**Date**

08/23/2021 12:33 PM

08/23/2021 12:35 PM

Started On: 08/23/2021 11:25 AM

**Commissioners Court - Regular Session****6.****Meeting Date:** 08/31/2021

EPM

**Submitted For:** Rebecca Clemons**Submitted By:** Rebecca Clemons,  
Human Resources**Department:** Human Resources**Agenda Category:** Consent

---

**Information****Agenda Item**

Approve and note in the official minutes the Employee Policy Manual effective 10/1/2021.

**Background**

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**Fiscal Impact**

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

Final

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Becky Pruitt

**Date**

08/20/2021 01:58 PM

Form Started By: Rebecca Clemons

Started On: 08/20/2021 11:33 AM

Final Approval Date: 08/20/2021



**WILLIAMSON  
COUNTY**

1848



# *Employee Policy Manual*

Effective October 1, 2021





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# Policy Manual Disclaimer

This employee policy manual constitutes the general personnel policies for all Williamson County employees. It does not constitute a contract or provide a guarantee of employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners Court. If any provision or part of a provision of these policies is held invalid, unlawful, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance. Specific departments may have additional policies unique to their operations.

Elected official's rights and responsibilities as defined by Texas law supersede these policies where conflicts may occur. Elected officials are encouraged to follow all policies contained herein in order to provide uniform application across the County and to protect the County against potential employment related issues.

## About Williamson County Government

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

### **Commissioners Court**

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners precinct, and a County Judge, elected by all of the voters of the County. Officials are elected for a four-year term. The Commissioners Court is the chief policy, administrative, and executive branch of County government.

### **County Operations**

County operations are conducted through departments and offices; each administered by an elected public official or an appointed department head.



# Employment

## **At Will Employment**

Employment with Williamson County is on an at-will basis:

- An employee may resign at any time with or without notice.
- Williamson County may terminate the employment relationship at any time with or without cause or notice.
- Williamson County may change the terms and conditions of employment at any time, with or without notice.

## **Equal Employment Opportunity & ADA Compliance;**

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, promotions, terminations, compensation, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

## **Employment Status**

- **Full-time:** Full time positions are scheduled to work consistently 30 or more hours in a pay week.
- **Part-time:** Part time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay.
- **Temporary:** Temporary employees are limited to working 130 days in a calendar year. They are not eligible for TCDRS retirement, holidays, benefits or leave time including longevity pay.

## **Position Classification**

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act (FLSA).

- **Exempt:** Exempt positions are salaried positions which are not eligible for overtime or compensatory time.
- **Non-Exempt:** Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy.



# Employment

## Overtime

Classification	Eligibility	Accrual
<b>Exempt</b>	NO	Exempt employees are not eligible for overtime compensation.
<b>Non-Exempt</b>	YES	<ul style="list-style-type: none"> <li>Time and a half pay or compensatory time after 40 hours actually worked in a work week.</li> <li>Determination of pay vs comp time is based on departmental budget.</li> </ul>
<b>Non-Exempt: Department of Infrastructure</b>	YES	<ul style="list-style-type: none"> <li>Time and a half compensatory time after 40 hours actually worked</li> <li>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.</li> </ul>
<b>Non-Exempt: Public Safety Positions</b>	YES	Time and a half overtime pay or compensatory time after 40 hours worked.
<b>Non-Exempt: Law Enforcement and Corrections Officers</b>	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.
<b>Non-Exempt Catastrophic Event Pay</b>	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
<b>External Job Posting</b>	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.
<b>Internal Job Posting</b>	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.	<ul style="list-style-type: none"><li>• Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.).</li><li>• Applications should be accepted for a minimum of 5 calendar days.</li></ul>
<b>Applicant Pool</b>	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**

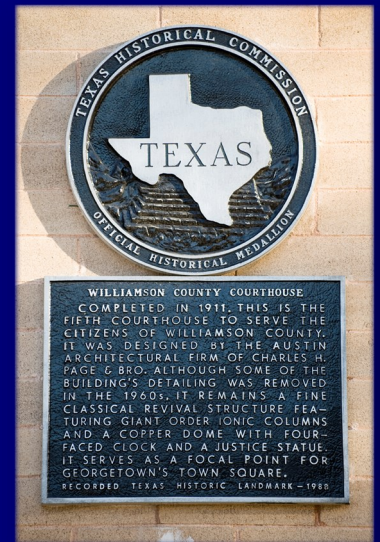
Employees are required to provide at least a two week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of administrative leave or medical leave covered 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.

## 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.

Don't forget to  
check County  
email daily!





# Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Pay Out	Policy
<b>VACATION</b> 160 hours accrual max	< 5 years= 3 Hours 5 minutes per pay period	80 hours	<ul style="list-style-type: none"> <li>Leave is accrued at the end of the pay period.</li> <li>Changes in work schedules, may result in adjustments to leave balances &amp; accruals.</li> <li>Part-time employees earn 1.5 hours per pay period with the same max accrual as Full-time employees (Effective 10/1/16).</li> <li>Proration may occur for full-time employees that work less than 30 hours per week.</li> <li>Contact Human Resources for more information.</li> <li>Accrual max rates will change to max payout rates effective 10/1/2022.</li> </ul>
	5 to < 10 Years= 4 hours 37 minutes per pay period	120 hours	
	10 + years= 6 Hours 10 minutes per pay period	160 hours	
<b>VACATION</b> (EMS Paramedics on 24 hour Shifts) 168 hours accrual max	< 10 years= 5 Hours 32 minutes per pay period	144 hours (6 shifts)	<ul style="list-style-type: none"> <li>May only be used for illness or medical appointment for employee or <i>qualifying</i> family member, as defined by FMLA.</li> <li>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.</li> <li>May be required to provide documentation.</li> <li>Not a substitute for vacation.</li> <li>Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16).</li> </ul>
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
<b>SICK LEAVE</b> 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	
<b>SICK LEAVE</b> (EMS Paramedics on 24 hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	
<b>FLOATING HOLIDAY*</b>	2 (8 hours) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	<ul style="list-style-type: none"> <li>Only available to full time employees.</li> <li>Must be used by the end of the fiscal year.</li> <li>EMS Paramedics on &lt;= 12 hour shifts will receive 2 days/hours based on normal shift assignment.</li> </ul>
<b>HOLIDAY*</b>	<ul style="list-style-type: none"> <li>Part time employees receive 4 hours</li> <li>Full-time employees 8 hours</li> </ul>	N/A (Not paid at termination)	<ul style="list-style-type: none"> <li>Dates are established by Commissioners Court annually, subject to change.</li> <li>Employee must work or be on approved paid leave the day before and after the holiday.</li> <li>EMS Paramedics will receive up to 12 hours based on normal shift assignment.</li> </ul>
<b>BEREAVEMENT LEAVE*</b>	2 (8 hour) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	<ul style="list-style-type: none"> <li>May be granted following the death of a friend or family member at the discretion of your departments leadership.</li> <li>Documentation may be required.</li> <li>EMS paramedics will receive 2 days/hours based on normal shift assignment.</li> </ul>
<b>PUBLIC SAFETY ADJUSTMENT</b>	64 hours per fiscal year, does not roll over	N/A (Not paid at termination)	<ul style="list-style-type: none"> <li>Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions.</li> <li>Max of 4 hours per shift and must be used with 8 hours of holiday/floating holiday/beravement to cover shift as scheduled.</li> </ul>

\*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
<b>CIVIL LEAVE</b>	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	<ul style="list-style-type: none"> <li>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.</li> <li>Time off to vote may be approved due to unusual circumstances, please see <a href="#">Texas State Regulations</a>.</li> <li>Leave may be approved when an employee is summoned to testify for a case that is work related only.</li> <li>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.</li> <li>Contact HR for further information related to USERRA leave and benefit continuation.</li> </ul>
<b>BAD WEATHER</b>	As determined by order of the County Judge	N/A	<ul style="list-style-type: none"> <li>Employee must be at work or scheduled and ready for work on the day of office closure.</li> <li>Employees on approved leave of any type are not eligible.</li> <li>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.</li> </ul>
<b>ESSENTIAL PERSONNEL LEAVE</b>	As determined by order of the County Judge	N/A	<ul style="list-style-type: none"> <li>Leave is granted when exempt employees must work during office closure that has been declared by the County Judge.</li> <li>EP leave must be used before the end of the current fiscal year.</li> </ul>



# Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
<b>BANKED HOLIDAY LEAVE</b>	Determined by number of hours worked on the holiday.	200 hours	<ul style="list-style-type: none"> <li>Will not be paid upon termination if earned after 10/1/14.</li> </ul>
<b>COMPENSATORY LEAVE</b>	Refer to Overtime Policies for accrual.	240 hours	<ul style="list-style-type: none"> <li>Must be used before vacation time.</li> </ul>
<b>WORKERS COMPENSATION LEAVE</b>	Used by employees that must miss work due to an on the job injury.	N/A	<ul style="list-style-type: none"> <li>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).</li> <li>HR will coordinate leave and medical care with the Worker's Compensation carrier.</li> <li>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.</li> <li>Contact HR for more information.</li> </ul>
<b>PAID QUARANTINE LEAVE</b>	Used by employees who are ordered by their supervisor or the Local Health Authority to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.	N/A	<ul style="list-style-type: none"> <li>As defined by HB 2073 eligible County employees include peace officers, corrections officers, paramedics, and emergency medical technicians employed by, appointed by, or elected for a political subdivision.</li> <li>Covers all employee benefits, including compensation, leave accruals, retirement benefits, and health plan benefits for the duration of the leave.</li> <li>Quarantine reimbursements may also be submitted for reasonable related costs.</li> <li>Contact HR for more information.</li> </ul>

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](http://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.

<b>Eligibility</b>	<ul style="list-style-type: none"> <li>• Worked for the County for at least 12 months.</li> <li>• Worked a minimum of 1250 hours in the last 12 months.</li> </ul>
<b>Entitlement</b>	<b>Qualifying Reasons/Policy</b>
<b>Basic FMLA</b>	
<ul style="list-style-type: none"> <li>• 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules.</li> </ul>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• To care for spouse, child, or parent of the employee who has a serious health condition.</li> <li>• Employee's own serious health condition.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• Holiday leave will not bank, it will be utilized in the week earned.</li> </ul>
<b>Military Family Leave- Qualifying Exigency Leave</b>	
<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>	<p>Qualifying exigency is unpaid time off and may include:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Attending certain military events related to the call to duty.</li> <li>• To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty.</li> <li>• To attend to certain financial and legal arrangements as a result of the military member's absence while on duty.</li> <li>• In some instances, to attend counseling arising from the covered active duty or call to covered active duty status of a military member.</li> <li>• To spend up to 15 days of leave with a military member on a short leave for rest and recuperation.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• Eligible employees with accrued leave will have the leave applied in the following order: PTO, essential pay, banked holiday, floating holiday.</li> </ul>



# 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
<b>Military Family Leave- Service Member Caregiver Leave</b>	
<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>	<p>The term "covered service member" for purposes of Service member Caregiver Leave means:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul> <p>The term "serious injury or illness":</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>

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
<b>Administrative Leave</b> (with pay)	Non-Elected & Elected Offices	<ul style="list-style-type: none"> <li>• May not be used during or to extend FMLA.</li> <li>• Paid Admin Leave lasting more than ten days will require approval of the County Judge for <u>non-elected</u> offices only.</li> <li>• If the County Judge denies a request to grant admin leave with pay in excess of ten days, the <u>non-elected</u> office may appeal such denial to Commissioners Court.</li> <li>• The employee will be paid base wages, this will not count as hours worked for overtime purposes.</li> <li>• Medical benefits will continue at active employee rates.</li> <li>• The employee must contact his/her supervisor weekly, and remain available to return to duty with 12 hours' notice.</li> <li>• If the employee returns to work, he/she shall receive full credit for any suspended accruals/longevity/supplemental pay, unless determined otherwise.</li> <li>• 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.</li> <li>• Leave will be applied as follows: compensatory time, vacation, banked holiday.</li> </ul>
<b>Administrative Leave</b> (without pay)	Non-Elected & Elected Offices	<ul style="list-style-type: none"> <li>• Temporarily suspends employees job duties.</li> <li>• Exempt employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies.</li> <li>• Full days/full week periods are administered for Exempt employees on admin leave with out pay (partial days will not be granted).</li> <li>• Employees may not substitute accrued paid leave during unpaid admin leave.</li> <li>• Employee must coordinate payment of medical and dental benefits with the HR Department.</li> <li>• Employees may be required to periodically contact their supervisor.</li> </ul>
<b>Administrative Leave</b> (with or with out pay)	Elected Offices County Auditor's Office Juvenile Services	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>
<b>Administrative Leave</b> (with or with out pay)	Non-Elected Offices	<ul style="list-style-type: none"> <li>• Department heads and appointed positions who are direct reports to Commissioners Court may place an employee on Admin Leave with pay with HR consultation.</li> <li>• Subject to the oversight of Commissioners Court.</li> <li>• HR will provide proper notices/estimated time duration to the employee that is placed on paid admin leave.</li> </ul>
<b>Reinstatement</b>	Non-Elected & Elected Offices	<ul style="list-style-type: none"> <li>• The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave.</li> </ul>
<b>Other Information</b>	Non-Elected & Elected Offices	<ul style="list-style-type: none"> <li>• Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods.</li> <li>• Longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods.</li> <li>• Supplemental pay is defined in the budget order.</li> </ul>

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
<b>BENEFIT SUMMARY</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Provides sick leave to an eligible employee once the employee has exhausted all accrued/banked paid leave.</li> <li>• 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.</li> </ul>
<b>ENROLLMENT</b>	<ul style="list-style-type: none"> <li>• One year of full-time employment must be completed as of first day of open enrollment.</li> <li>• A minimum of 8 Hours and no more than 40 hours must be contributed.</li> <li>• Must enroll each year during benefits open enrollment.</li> <li>• Contributed sick leave hours will be deducted on the 1st day of the pay period which includes January 1st.</li> </ul>
<b>QUALIFICATION</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act.</li> <li>• SLP time will not be granted beyond the end date of approved FMLA leave (12 week max).</li> <li>• There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute.</li> <li>• 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.</li> </ul>
<b>PROCEDURE</b>	<ul style="list-style-type: none"> <li>• Employees must apply for permission to receive SLP benefits. (Contact the Human Resources Department for more information)</li> <li>• Upon receipt of the completed SLP benefit request, Human Resources will review the request, along with the FMLA documentation.</li> </ul>
<b>UTILIZATION</b>	<ul style="list-style-type: none"> <li>• The number of hours granted through the SLP will be based on the FMLA documentation.</li> <li>• SLP time may only be used for approved workdays and for holidays.</li> <li>• SLP benefit end when the employee returns to work, exhausts the SLP benefit, upon separation, suspension or administrative leave.</li> </ul>
<b>CONTRIBUTIONS</b>	<ul style="list-style-type: none"> <li>• Employee contributions of sick leave hours are irrevocable.</li> <li>• Sick leave hours that are contributed become the property of the SLP and cannot be returned.</li> <li>• Time contributed to the SLP cannot be designated to a particular employee.</li> <li>• 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.</li> <li>• An employee separating from employment may contribute up to 80 hours of sick leave to the SLP.</li> <li>• All unused time that was granted to an employee from the SLP shall be returned to the pool.</li> </ul>
<b>DISCLAIMER</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment.</li> </ul>

# 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
<b>Medical, Vision, Dental</b>	<ul style="list-style-type: none"> <li>• Full-time employees must enroll during initial open enrollment period and/or subsequent open enrollments.</li> </ul>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>
<b>Voluntary Term Life</b>	<ul style="list-style-type: none"> <li>• Full time employees may purchase additional voluntary life insurance for themselves and their dependents during initial enrollment or during open enrollment.</li> </ul>	<ul style="list-style-type: none"> <li>• Employees who do not return to work, after LWOP, are responsible for unpaid premiums.</li> </ul>
<b>Short Term/Long Term Disability (STD/LTD)</b>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>	<ul style="list-style-type: none"> <li>• Failure to pay premiums will result in termination of benefits. Benefits termination will be determined based on the last payroll deduction.</li> <li>• Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.</li> </ul>
<b>Flex Spending Account (FSA)</b> Health & Dependent Care	<ul style="list-style-type: none"> <li>• Full time employees may elect FSA during initial benefit enrollment or subsequent open enrollments.</li> <li>• Maximums may apply.</li> </ul>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Contributions may be paid by the employee: <ul style="list-style-type: none"> <li>• After tax payment during leave without pay</li> <li>• Pre-tax payroll deduction upon return</li> </ul> </li> <li>• If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.</li> </ul>
<b>Group Term Life</b>	<ul style="list-style-type: none"> <li>• Full time employees receive group life insurance for themselves and covered spouse/children at no cost.</li> </ul>	<ul style="list-style-type: none"> <li>• Premiums paid by employer regardless of active employee status.</li> </ul>
<b>Voluntary Supplemental/ Benefits</b>	<ul style="list-style-type: none"> <li>• Full time employees may purchase these additional offerings during initial open enrollment or during a subsequent open enrollment.</li> </ul>	<ul style="list-style-type: none"> <li>• If an employee is on a leave without pay, premiums must be paid directly to vendors to avoid cancellation.</li> <li>• Once the employee returns to work, premiums will be deducted from paycheck as previously scheduled.</li> </ul>
<b>Employee Assistance Program (EAP)</b>	<ul style="list-style-type: none"> <li>• EAP services are provided at no cost to all full time employees.</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>Retirement</b>	<ul style="list-style-type: none"> <li>• Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period.</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>



# Expenditure Guidelines

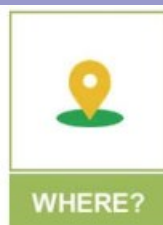
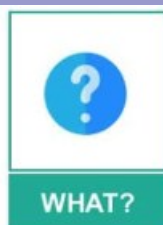
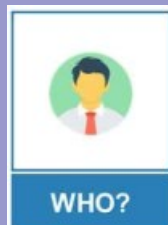
Type	Policy
<b>Continuing Education &amp; Training</b>	<ul style="list-style-type: none"> <li>• If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam, or licensing fees.</li> <li>• 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.</li> <li>• Recertification of any required job related certifications may be paid for by the County and are limited to two times for each renewal period.</li> <li>• 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.</li> <li>• Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification.</li> <li>• The funds for these items must be available in the departments training budget.</li> </ul>
<b>Tuition Reimbursement</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• The training class/work must provide the skills and/or knowledge that is directly related to the job description.</li> <li>• A copy of the job description and the course/certification description must be submitted with the approval request.</li> <li>• The funds for these items must be available in the appropriate department's training budget</li> <li>• 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.</li> <li>• 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.</li> </ul>
<b>Off-Site Staff Development</b>	<ul style="list-style-type: none"> <li>• Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert.</li> <li>• 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.).</li> <li>• 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).</li> <li>• A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign up sheet is required).</li> </ul>
<b>Seminars &amp; Conferences</b>	<ul style="list-style-type: none"> <li>• All training should be obtained at the closest possible location.</li> <li>• 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.</li> <li>• Only job related training will be processed for payment.</li> <li>• 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.</li> <li>• Employees will not be reimbursed for registration fees until after the conference/training has taken place.</li> <li>• A receipt is required for all fees related to the conference/training.</li> </ul>

# Expenditure Guidelines

Type	Policy
<b>Airfare</b>	<ul style="list-style-type: none"> <li>• 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).</li> <li>• Airfare must be paid directly to the airline or Accent Travel, (i.e. no other travel agencies such as Expedia).</li> <li>• Airfare purchased on a personal credit card will be reimbursed after the trip has been completed.</li> <li>• 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.</li> <li>• The County will not issue reimbursements for tickets purchased with frequent flyer miles.</li> <li>• A maximum of 2 bags will be reimbursed, excessive bag fee charges are not refundable.</li> <li>• 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.</li> </ul>
<b>Car Rental</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed).</li> <li>• Renting cars for travel within the County is prohibited unless otherwise approved by the Auditor's Office.</li> <li>• 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.</li> <li>• The rental car must be returned with a full tank of gas unless it has been pre-paid. Please use the less expensive option.</li> <li>• Rental cars must be rented from a nationally recognized company (i.e. Hertz, Enterprise, etc.).</li> <li>• The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request.</li> <li>• Insurance purchased when renting a vehicle may also be reimbursed.</li> <li>• 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.</li> <li>• 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).</li> </ul>
<b>Personal Car Usage</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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).</li> <li>• 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.</li> <li>• Reimbursement for mileage is prohibited between place of residence and usual place of work.</li> <li>• 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.</li> <li>• When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement.</li> <li>• 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.</li> <li>• Airport parking fees are limited to \$15 per day (ABIA economy lots are least expensive).</li> <li>• 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.</li> <li>• It is the responsibility of the employee to keep track of mileage.</li> <li>• Employees assigned to a County vehicle are not eligible for mileage reimbursement.</li> <li>• Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable.</li> </ul>

# Expenditure Guidelines

Type	Policy
<b>Lodging</b>	<ul style="list-style-type: none"> <li>• Lodging expenses are reimbursed only if travel is beyond a 45 mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.</li> <li>• Government rate or least expensive rate should be requested at all times.</li> <li>• Hotel accommodations require an itemized hotel folio as a receipt.</li> <li>• When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt.</li> <li>• Personal telephone charges, whether local or long distance, are not reimbursable.</li> <li>• Single room rate charge plus any applicable tax is reimbursable, no exceptions.</li> </ul>
<b>Meals</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• Meal reimbursements are limited to a maximum of \$50.00 per day: <ul style="list-style-type: none"> <li>• \$20.00 for meals when traveling outside the County for day trips.</li> <li>• \$20.00 for meals on day of return for overnight travel (unless returning after 8pm).</li> <li>• \$50.00 for meals when traveling outside the County with an overnight stay or work hours extend beyond 8:00pm (documentation may be required).</li> <li>• 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.</li> <li>• \$50.00 for meals when traveling outside the County for day trips and the work hours extend beyond 8:00pm (documentation may be required).</li> </ul> </li> <li>• Any meals related to business travel cannot be charged to the p-card except in certain cases, approved in advance by the Auditor.</li> <li>• All meals not associated with an overnight stay are taxable.</li> <li>• Meal receipts are not required for per-diem.</li> <li>• Alcoholic beverages are not reimbursed.</li> <li>• If employment duties require traveling to alternate work locations within the County, meals are not reimbursable.</li> <li>• Meals purchased for entertainment/business purposes are not allowed.</li> <li>• Meal reimbursements are paid for County employees only.</li> </ul>



# Expenditure Guidelines

Type	Policy
<b>General Travel Information</b>	<ul style="list-style-type: none"> <li>• An advance will not be issued for travel expenditures.</li> <li>• All travel expenses must be supported with an itemized receipt.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• Expense reimbursements &amp; p-card statements both require their own backup documentation (who, what, when, where) as applicable.</li> </ul>
<b>Expense Reimbursement</b>	<ul style="list-style-type: none"> <li>• With the exception of per diem and mileage, all requests for reimbursement require itemized receipts.</li> <li>• Each expense reimbursement must have the employee signature and department head approval.</li> <li>• 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.</li> <li>• 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 <a href="#">Auditor's Portal</a>.</li> <li>• 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.</li> <li>• 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.</li> <li>• The Auditor's Office may request additional documentation for any or all reimbursements.</li> <li>• Reimbursements for business travel require documentation showing the purpose of the trip, the location, the dates, and the person attending. (who, what when, where)</li> <li>• Hotel folios should be included as backup when possible.</li> </ul>

# Non-Reimbursable Expenses

Type	Examples
<b>Personal Purchases</b>	<ul style="list-style-type: none"> <li>• Damage to personal items (clothing, vehicles/auto repairs, etc.).</li> <li>• Personal phone calls.</li> <li>• Laundry services or personal clothing.</li> <li>• Personal doctor bills, prescriptions, and other medical services.</li> <li>• Entertainment, movie rentals, saunas, massages, or exercise facilities.</li> <li>• Baby-sitter fees, personal kennel costs, pet or house sitting fees.</li> <li>• Expenses incurred by a spouse or other individual accompany you on a business trip.</li> </ul>
<b>Meals Food Drink</b>	<ul style="list-style-type: none"> <li>• Coffee, tea, and other related items used by employees while in the office.</li> <li>• Alcoholic beverages/tobacco products.</li> <li>• Drinking water services.</li> <li>• Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events).</li> </ul>
<b>Travel</b>	<ul style="list-style-type: none"> <li>• Short term or valet parking at the airport (other than short term parking related to prison transports).</li> <li>• 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.</li> <li>• Non-Airport Parking: Valet service is not an option unless safety is a concern.</li> <li>• Mileage to/from County functions, not related to official County business (ex: retirement party).</li> <li>• Transportation to places of entertainment or similar personal activities.</li> <li>• Excessive weight baggage fees or cost associated with more than two airline bags.</li> <li>• Upgrades to airfare, hotel or car rental.</li> </ul>
<b>Miscellaneous</b>	<ul style="list-style-type: none"> <li>• Expenses related to County Government Week or holiday decorations.</li> <li>• Flowers/Plants.</li> <li>• Greeting, thank you, or holiday cards.</li> <li>• Fines and or penalties.</li> <li>• Credit card delinquency or service fees.</li> <li>• Lifetime memberships to any association.</li> <li>• Donations to other entities.</li> <li>• 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).</li> <li>• Sales tax on goods purchased.</li> <li>• Community outreach items exceeding \$2 per item.</li> </ul>

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
<b>Uniforms</b>	<p>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*:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>4. All uniforms and other County property must be promptly returned if County employment ends.</li> <li>5. Employees will not be issued a uniform without written acknowledgment of this policy.</li> <li>6. Current budgeted funds cannot be expended for uniforms except in compliance with this policy.</li> <li>7. Footwear including the type/brand for all departments must be approved during the budget process.</li> </ol> <p>*The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy.</p>
<b>Other Expenses</b>	<ul style="list-style-type: none"> <li>• A department may purchase small appliances (i.e. microwaves, refrigerators) for the convenience of their employees.</li> <li>• Only paid receipts will be reimbursed.</li> <li>• For additional details on ineligible expense items refer to the County Budget Order.</li> <li>• If a receipt is unattainable or is lost, a written statement must be submitted for the expense.</li> <li>• Reasonable tips are allowed for alternate means of transportation, such as taxis, shuttles, and Uber rides.</li> </ul>
<b>Employee Recognition Expenses</b>	<ul style="list-style-type: none"> <li>• Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the Budget Order.</li> <li>• Employees can be taxed for these items.</li> <li>• 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: <ul style="list-style-type: none"> <li>• Plaques, awards or certificates of recognition for service</li> <li>• Plaques, awards or certificates of recognition for retirement</li> <li>• Plaques, awards or certificates of recognition for exemplary job performance</li> </ul> </li> <li>• Employee requirements: <ul style="list-style-type: none"> <li>• \$60 for employees with up to 15 years of service</li> <li>• \$120 for employees with more than 15 years of service</li> </ul> </li> <li>• No reimbursement of sales tax will be allowed.</li> <li>• Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses.</li> <li>• 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.</li> </ul>



# 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
<b>Commissioners Court</b>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>	<ul style="list-style-type: none"> <li>• Sec. 152.011, Texas Local Government Code</li> </ul>
<b>Human Resources</b>	<ul style="list-style-type: none"> <li>• Maintains all official job descriptions.</li> <li>• Works closely with departments/offices to clearly understand structure &amp; how each position fits within the organization.</li> <li>• Identifies positions to be reviewed during the current salary study.</li> <li>• Gathers &amp; analyzes market data.</li> <li>• Provides recommendations to the Commissioners Court.</li> </ul>	<ul style="list-style-type: none"> <li>• The position classifications that have been identified for the study will be presented to Commissioners Court.</li> <li>• Kick-off &amp; other meetings as necessary will occur between HR &amp; participating departments/offices throughout the salary study.</li> <li>• Job descriptions &amp; job analysis tools will be reviewed and/or updated prior to data collection.</li> <li>• Requests will be sent to the identified market entities (see Market below).</li> <li>• Data received will be analyzed &amp; compiled.</li> <li>• Pre-recommendation meetings will occur between HR &amp; department/offices.</li> <li>• Recommendations will be presented to Commissioners Court.</li> <li>• Post-recommendation hearings will be scheduled for departments/offices that wish to address Commissioners Court.</li> <li>• All changes will be effective in the new fiscal year following Commissioners Court approval.</li> </ul>
<b>Departments/Offices</b>	<ul style="list-style-type: none"> <li>• Each department/office will select a designated point of contact.</li> <li>• Works closely with HR to ensure that the organization structure and positions are fully understood.</li> </ul>	<ul style="list-style-type: none"> <li>• Attends meetings throughout the process.</li> <li>• Completes job analysis tools as needed.</li> </ul>
<b>Market</b> (based on population, entity structure and/or geographic location)	<ul style="list-style-type: none"> <li>• Provides substantiated market data for the identified positions.</li> </ul>	<p><u>Counties used for the study will be:</u> Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, Collin &amp; Travis</p> <p><u>Cities used for the study will be:</u> Cedar Park, Georgetown &amp; Round Rock</p> <p>*This list may be amended as needed based on unique attributes of some position classifications</p>

# 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
<b>Title Change</b>	<ul style="list-style-type: none"><li>• 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.</li><li>• 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).</li></ul>
<b>Pay Grade Increase</b>	<ul style="list-style-type: none"><li>• Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median.</li><li>• Employee's moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount.</li></ul>
<b>Pay Grade Decrease</b>	<ul style="list-style-type: none"><li>• Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median.</li><li>• 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.</li></ul>
<b>FLSA Exemption Status</b>	<ul style="list-style-type: none"><li>• Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law.</li><li>• 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.</li><li>• Compensatory time will be paid at the time of the update, for positions changing status from non-exempt to exempt.</li></ul>



# 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.

## 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.

Don't forget to check  
pay slips online at any  
County Computer!



# 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
<b>Merit</b>	<ul style="list-style-type: none"> <li>Merit funding can only be used for performance pay increases.</li> <li>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.</li> <li>An employee is eligible for merit after 90 days in their current position.</li> </ul>	Max of 5% per employee, per budget year* authorized as a merit percentage amount and added to their annual salary. If an employee reaches the maximum of their grade, a lump sum may be issued.	N/A	<ul style="list-style-type: none"> <li>Oracle workflow required.</li> <li>Each processing period will have a cut off date. Employee must have completed 90 days of employment by that date.</li> <li>A line item transfer form must be submitted in addition to the workflow.</li> <li>Merit can only be transferred out of the merit line item.</li> <li>Merit is not transferrable between positions.</li> </ul>	<ul style="list-style-type: none"> <li>District Court Reporters, Elected Officials, Director of Juvenile Services, County Auditor, Positions on the LE and C Charts are not eligible for merit increases.</li> <li>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%)</li> <li>Verification of evaluation required.</li> </ul>
<b>Position Salary Surplus</b>	<ul style="list-style-type: none"> <li>Cannot be used for merit increases.</li> <li>Cannot be requested to be moved between positions after February 15th.</li> </ul>	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.
<b>Lateral Moves</b>	When an employee moves to a new or like position with the same grade.	Can utilize money on new position up to 15% over minimum of the grade or employee's current salary.	Can utilize money on new position up to 15% over minimum of the grade or employee's current salary.	Oracle workflow required.	Contact HR for additional requirements.
<b>Filling a Vacancy</b>	When a current employee separates from employment or position. Applies to B Chart only.	<p>A vacant position may be filled with a salary up to 15% above the minimum of the pay grade, effective 10/1/2018.</p> <p>See promotion for current employees (no additional pay increases in the first 12 months with the exception of merit).</p>	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).
<b>Retention</b>	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	<ul style="list-style-type: none"> <li>Approval by Commissioners Court, public hearing required. Change will be effective on the first pay period after Court approval.</li> <li>Oracle workflow required.</li> <li>Verification required.</li> </ul>	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
<b>Promotion</b>	<ul style="list-style-type: none"> <li>When a current employee is hired into a different position with a higher pay grade.</li> <li>No additional pay increases in the first 12 months with the exception of merit.</li> </ul>	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	<ul style="list-style-type: none"> <li>Oracle workflow required.</li> <li>HR will partner with Payroll and provide an overtime rate.</li> </ul>	Promotions and Merit cannot be processed during the same pay period.
<b>Demotion</b>	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.	<ul style="list-style-type: none"> <li>Written justification required.</li> <li>Salary may remain the same if within the new pay grade.</li> </ul>
<b>Shift Transfer</b>	<ul style="list-style-type: none"> <li>Current employee is transferred to a different shift with a higher pay grade.</li> <li>Viewed as lateral move.</li> </ul>	Cannot exceed max of pay grade or budgeted amount on the position.	N/A	Oracle workflow required.	
<b>Reclassification</b>	<p>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:</p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>3. Human Resources will review all reclassification requests and recommended changes will be placed on the Commissioners Court agenda for approval.</b></p> <p>A position can only be reviewed for reclassifications during the annual budget, or between November 1st and February 15th. *May require a public hearing</p>	<p>Civilian positions: Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process.</p> <p>L and C chart: Minimum of the pay grade or up to same step of current employee's tenure if slot is filled.</p>	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.	<p>Support documentation required:</p> <ul style="list-style-type: none"> <li>Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.).</li> </ul>
<b>Career Ladder Advancement</b>	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
<b>Annual Step/Tenure Progression</b>	<p>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.</p> <p>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.</p> <p>Step/tenure progression ends at the top step of each position rank.</p>	See Tenured Pay Chart	Oracle workflow required	May be required
<b>Promotion</b>	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
<b>Demotion</b>	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
<b>Certification Pay</b>	<p>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.</p>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• Certification pay may move with the employee to accommodate promotions/ position changes within the department.</li> </ul>	Oracle workflow required.	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
<b>Filling a Vacancy</b>	<p>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.</p>	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.
<b>Prior Service Credit</b>	<p>Qualified law enforcement applicants and current officers can receive prior service credit.</p>	<ul style="list-style-type: none"> <li>• Maximum amount for external hire is current funding on vacant position.</li> <li>• Prior service credit is only granted at original date of hire or when an existing employee receives a promotion.</li> </ul>	TCOLE service verification must be submitted.	TCOLE Service Verification required.
<b>Transfer from Law Enforcement To Corrections</b>	<p>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.)</p>			



# 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	<u>First Offense</u> - 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. <u>Subsequent Offenses</u> – 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. <u>Post-Accident/Near Accident</u> - Any employee with a confirmed post-accident drug/alcohol test will be terminated immediately.
	Reasonable Suspicion	<u>First Offense</u> - 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. <u>Subsequent Offenses</u> – 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
<b>Sexual Harassment</b>	<p>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:</p> <ul style="list-style-type: none"> <li>*Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.</li> <li>*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.</li> <li>*Off duty actions may constitute sexual harassment.</li> </ul> <p><u>Examples of sexual harassment:</u></p> <ul style="list-style-type: none"> <li>• Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks.</li> <li>• Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches.</li> <li>• Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings.</li> </ul> <p><u>Other prohibited harassment:</u></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <p><i>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.</i></p> <p>Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals:</p> <ul style="list-style-type: none"> <li>o Their Supervisor</li> <li>o The next level of management above their Supervisor</li> <li>o The Human Resources Department</li> </ul> <p><u>Reporting:</u> 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.</p> <p><u>Disciplinary Measures:</u> 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.</p>
<b>Arrest/Criminal Conviction</b>	<p>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.</p>

# Employee Responsibilities

## Personal Conduct

Type	Policy
<b>Political Activity</b>	<p>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 <u>not</u>:</p> <ul style="list-style-type: none"> <li>• Use official authority or influence to interfere with, or affect the result of an election or nomination for office.</li> <li>• 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.</li> </ul> <p>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.</p>
<b>Solicitation</b>	<p>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 <a href="#">Policy Center</a>.</p>
<b>Retaliation</b>	<p>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.</p>
<b>Attendance</b>	<p>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.</p>
<b>Gifts/Gratuities</b>	<p>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).</p> <ul style="list-style-type: none"> <li>• An officer, employee, or agent of government.</li> <li>• A juror or grand juror.</li> <li>• An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy.</li> <li>• An attorney at law or notary public when participating in the performance of a government function.</li> <li>• A candidate for nomination or election to public office.</li> <li>• A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so.</li> </ul> <p>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.</p>
<b>Outside Employment</b>	<p>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.</p>

# 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
- Violence in the work place
- Harassment
- Conduct unbecoming of a County employee
- Poor attendance
- Discrimination
- Abuse of sick leave
- Theft
- Retaliation
- Conviction of a crime
- Poor job performance

*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 whistleblower 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.
- **Any violations of this policy are subject to disciplinary action, up to and including termination.**





# 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 (EAP)

- 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.*

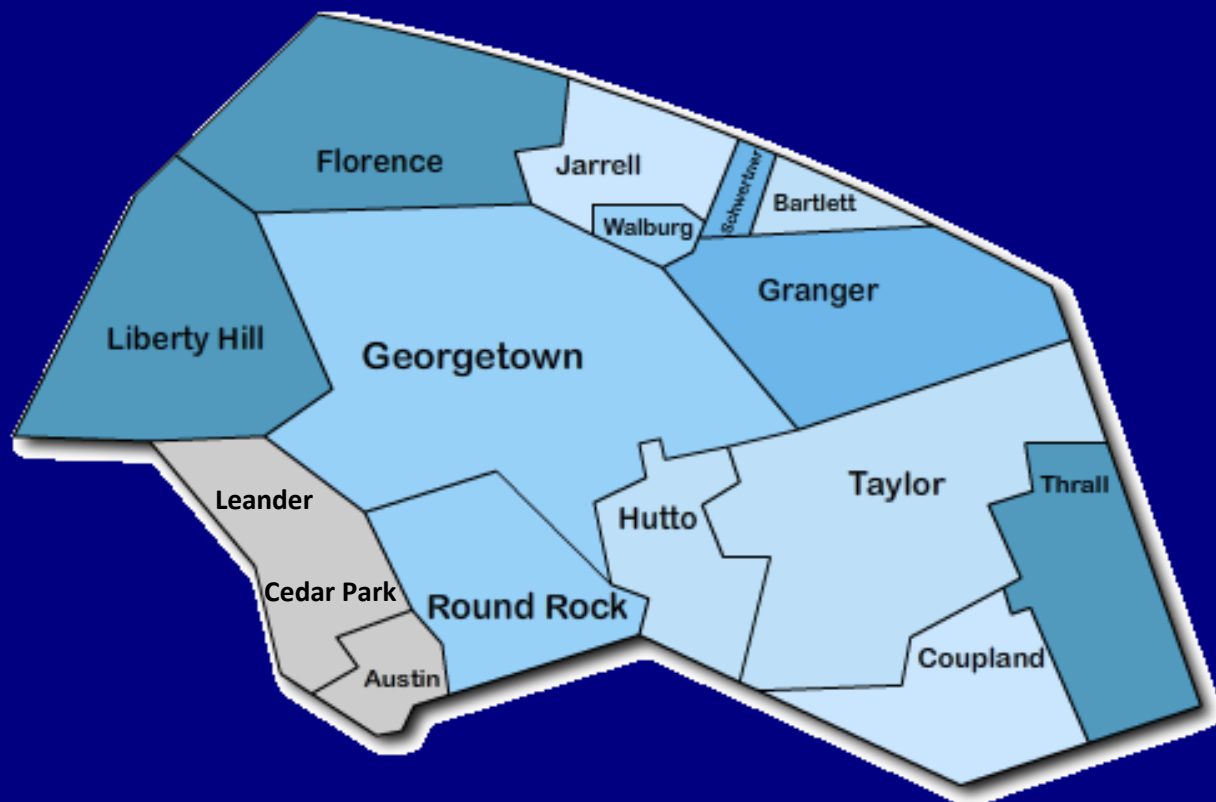


For additional policy information contact the Human Resources Department or visit the [policy center](#).

100 Wilco Way Suite HR101

Georgetown, TX 78626

512-943-1533



**Commissioners Court - Regular Session****7.****Meeting Date:** 08/31/2021

Animal Services Director

**Submitted By:** Misty Valenta, Animal Services**Department:** Animal Services**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a The Rachael Ray No-Kill Excellence Grants to aid in the care of the most vulnerable animals at the shelter from the Best Friends Animal Society.

**Background**

The Rachael Ray No-Kill Excellence Grants fund projects that help no-kill organizations maintain their lifesaving and/or assist other organizations in their community reach the 90% threshold. If awarded, this \$60,000 grant would fund a part time position committed to building and implementing a curriculum for volunteers, fosters, and animal care staff members. An immersive introduction to our organization will help recruit and continuing education will help retain more volunteers and fosters. This building up of a skilled, voluntary workforce will help the shelter staff save the most vulnerable of shelter animals. In addition, these trained volunteers and fosters can give back to the program by teaching others. This will foster a Lifesaving Legacy of Learning for the Williamson County Regional Animal Shelter.

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**Fiscal Impact**

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

Lifesaving Legacy of Learning

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 08/20/2021

**Reviewed By**

Becky Pruitt

**Date**

08/20/2021 09:26 AM

Started On: 08/19/2021 01:37 PM



Grant Title/Project Name:	Lifesaving Legacy Learning
Department:	Animal Services
Requestor:	Misty Valenta
Contact Email:	mvalenta@wilco.org
Contact Phone Number:	mvalenta@wilco.org
Start Date:	1/1/2022
End Date:	1/1/2023
Please select request category:	Asset, Personnel
Describe the purpose of the grant in detail to include all requirements.	<p>The Rachael Ray No-Kill Excellence Grants fund projects that help no-kill organizations maintain their lifesaving and/or assist other organizations in their community reach the 90% threshold. These grants celebrate groups that are leading the movement through innovative partnerships, mentorships, and progressive collaborations within their community. We welcome project proposals from public and private shelters, rescue groups, and other animal welfare organizations that sustain a 90%+ level of lifesaving.</p> <p><b>Eligibility:</b></p> <p><b>To be eligible for a Rachael Ray Save Them All or No-Kill Excellence Grant, organizations must be a part of the Best Friends Network.</b></p> <p><b>Data Reporting:</b></p> <ul style="list-style-type: none"> <li>• If you are a shelter or rescue with intakes and outcomes, you must be up to date with reporting in Shelter Animals County (SAC) through June 2021. If you are unsure if your data is up to date, please <a href="#">log into SAC</a> to determine if you group needs to make updates in SAC.</li> <li>•</li> </ul> <p><b>Tracking and reporting:</b></p> <ul style="list-style-type: none"> <li>• All organizations receiving grants must track and report the following:</li> <li>• Potential impacts depending on project type could be any of the following, by species: adoptions, TNR, RTF/SNR, foster placements, treated for medical or behavior, spay/neuter for owned pets, transfer in, transfer out, return to owners, number of intake preventions, etc.</li> <li>• For all projects, unless otherwise obtained through network partner data reporting, the following stats for the shelter impacted by your project must be submitted quarterly for a baseline year and your grant period: dog intakes, dog live outcomes, dog other outcomes, cat intakes, cat live outcomes and cat other outcomes.</li> </ul>

	<ul style="list-style-type: none"> <li>We reserve the right to identify additional reporting metrics appropriate to the scope and impact of the project. Grant recipients will be required to submit one success story of the awarded project to Best Friends Animal Society at conclusion of the project. Stories will help us promote The Rachael Ray Foundation grants in the future.</li> <li>Impact reports will be required on a quarterly basis. Failure to submit timely and accurate reports on the progress of your project can impact the ability to receive future funding.</li> </ul>
Select the type of grant your department is applying for:	Private Foundation
What is the amount of the grant?	\$60,000.00
Please provide a breakdown of the total cost above.	<p>\$50,000 salary and frindges for a part time Skills Trainer for volunteers, fosters, and shelter care staff</p> <p>\$800 projector and accessories</p> <p>\$1,200 laptop and dock</p> <p>\$600 Ipad and accessories</p> <p>\$500 printing materials</p> <p>\$500 training materials: clickers, leashes, harnesses, treats</p> <p>\$500 behavior and medical books/learning materials</p> <p>\$3000 expert seminars/trainings</p> <p>\$2600 newsletter platform</p>
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	

What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	The IT equipment at the shelter are assigned to projects/staff and not available. We plan on utilizing software such as Moodle to aid in the assessments.

How is this item request different from any similar assets currently in the County and/or region?	This is in addition to the items we currently have at the shelter, many of which are old technology.
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	This individual would be providing trainings for the volunteers, fosters, and new care staff members. Currently, there is not a person solely devoted to this initiative.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	1
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	With an individual dedicated to documenting and teaching our processes and protocols, we can better support new volunteers and fosters. In addition, the continuous education provided by this individual will help retention rates for volunteers and fosters. This will foster a stronger unpaid workforce to assist the shelter staff members.
Where will the item be stored?	Classroom
What is the useful life of the item?	5 years
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	IT support in setting up technology
How will this item be funded when the grant ends?	The goal is for the position to be underwritten by a local nonprofit.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	Possible increase in donations with increase recruitment
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	None
What is the cost and frequency to maintain/update the additional equipment?	\$0
What is the impact of this grant application on other internal/county departments?	None
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	
ID	75
Version	1.0
Attachments	False
Created	8/19/2021 12:44 PM
Created By	Misty Valenta

Modified	8/19/2021 12:44 PM
Modified By	Misty Valenta

**Commissioners Court - Regular Session****8.****Meeting Date:** 08/31/2021

CSCD DWI-Drug Court Counselor MOU for FY22 with no increase

**Submitted For:** Melissa Ramos**Submitted By:** Melissa Ramos, Adult  
Probation**Department:** Adult Probation**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the FY22 CSCD (Adult Probation) DWI-Drug Court Counselor Memorandum of Understanding.

**Background**

The DWI-Drug Court Counselor Memorandum of Understanding is a agreement CSCD (Adult Probation) has with Williamson County, to help fund a portion of the court counselor position in which individual counseling sessions is provided to each Drug Court participant throughout their 12-month program.

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**Fiscal Impact**

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

DDCP MOU

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melissa Ramos

Final Approval Date: 08/25/2021

**Reviewed By**

Becky Pruitt

**Date**

08/25/2021 01:14 PM

Started On: 08/25/2021 12:07 PM



**WILLIAMSON COUNTY  
COMMUNITY SUPERVISION and  
CORRECTIONS DEPARTMENT  
(ADULT PROBATION)**

301 S.E. Inner Loop Road  
P.O. Box 251  
Georgetown, TX 78627-0251  
Phone: (512) 943-3500  
Fax: (512) 943-3510  
[www.adultprobation.net](http://www.adultprobation.net)

**JAMESON  
PENNINGTON  
CSCD DIRECTOR**

Re: FY 2022 CSCD Memorandum of Understanding - DWI/Drug Court Counselor

Date: 08/20/2021

This MOU between Williamson County and Williamson County Community Supervision and Corrections Department (CSCD) is to continue providing a portion (1/3) of the salary of the Williamson County DWI/Drug Court Counselor. The CSCD pays the remaining 2/3 of the salary in addition to fringe benefits. This MOU was established in 2017 after grant funds could not be secured for the program's continuation.

The DWI/Drug Court Counselor provides a vital service and heavily contributes to the success of the DWI/Drug Court program. The counselor provides individual counseling sessions and a 60-hour intensive outpatient chemical dependency program for all participants in the Specialty Court. In addition to these services, the counselor provides additional programming (TruThoughts) for the diversion track participants.





**WILLIAMSON COUNTY  
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Fax: (512) 943-3510  
[www.adultprobation.net](http://www.adultprobation.net)

**JAMESON  
PENNINGTON  
CSCD DIRECTOR**

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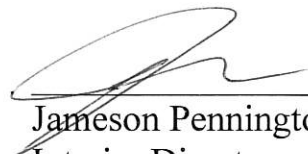
Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the DWI/Drug Specialty Court Individual Counselling Services for the Williamson County CSCD for the fiscal year 2022, not to exceed \$23,200, this will continue the intensive and focused treatment provided by CSCD to the program participants.

Williamson County shall pay \$5,800 on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2021, December 2021, March 2022 and June 2022.

---

Bill Gravel Jr.  
County Judge  
Williamson County, Texas



---

Jameson Pennington  
Interim Director  
Williamson County CSCD

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

Date Signed: 8-20-2021

**Commissioners Court - Regular Session****9.****Meeting Date:** 08/31/2021

CSCD CSR Director MOU for FY22 with no increase

**Submitted For:** Melissa Ramos**Submitted By:** Melissa Ramos, Adult Probation**Department:** Adult Probation**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the FY22 CSCD (Adult Probation) CSR Memorandum of Understanding.

**Background**

The Community Service Restitution (CSR) Memorandum of Understanding is a agreement with the Williamson County CSCD (Adult Probation) to help fund the CSR Director position. The CSR Director oversees projects throughout the county by utilizing court ordered community service participants.

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**Fiscal Impact**

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

CSR MOU

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melissa Ramos

Final Approval Date: 08/25/2021

**Reviewed By**

Becky Pruitt

**Date**

08/25/2021 02:15 PM

Started On: 08/25/2021 12:16 PM



**WILLIAMSON COUNTY  
COMMUNITY SUPERVISION and  
CORRECTIONS DEPARTMENT  
(ADULT PROBATION)**

301 S.E. Inner Loop Road  
P.O. Box 251  
Georgetown, TX 78627-0251  
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[www.adultprobation.net](http://www.adultprobation.net)

**JAMESON  
PENNINGTON  
CSCD DIRECTOR**

Re: FY 2022 CSCD Memorandum of Understanding - CSR Director

Date: 08/20/2021

This long-standing MOU between Williamson County and Williamson County Community Supervision and Corrections Department (CSCD) is to continue providing one-half of the salary of the Williamson County Community Services Director position, whereas the CSCD continues to pay the other half of the salary in addition to the fringe benefits for this position.

The CSR Director oversees a variety of projects in Williamson County being completed by participants who are completing community service restitution hours for the Courts. When operating under normal conditions, the Williamson County CSR program operates seven days per week to include assisting the Road and Bridge Department on weekends with county road trash cleanup. During the week, the CSR Program Director assigns participants to various community agencies and provides the Williamson County Facilities Department with participants to complete several county office remodel and painting projects. Annually, the participants of the CSR program provide a significant cost savings to the County while providing opportunities for participants to fulfill their court ordered Community Service Restitution hours.



**WILLIAMSON COUNTY  
COMMUNITY SUPERVISION and  
CORRECTIONS DEPARTMENT  
(ADULT PROBATION)**

301 S.E. Inner Loop Road  
P.O. Box 251  
Georgetown, TX 78627-0251  
Phone: (512) 943-3500  
Fax: (512) 943-3510  
[www.adultprobation.net](http://www.adultprobation.net)

**JAMESON  
PENNINGTON  
CSCD DIRECTOR**

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the CSR Director position for the Williamson County CSCD for fiscal year 2022, not to exceed \$30,000 in order to maintain the Community Service Restitution Program which supervises defendants who have been ordered to perform volunteer work in order to pay back the community for their offense.

Williamson County shall pay an equally divided amount on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2021, December 2021, March 2022 and June 2022.

\_\_\_\_\_  
Bill Gravel Jr.  
County Judge  
Williamson County, Texas

\_\_\_\_\_  
Jameson Pennington  
Interim Director  
Williamson County CSCD

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

Date Signed: 8-20-2021

**Commissioners Court - Regular Session****10.****Meeting Date:** 08/31/2021

Mythics Oracle Software Upgrade Agreement

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the agreement between Williamson County and Mythics for the purchase of Oracle software updates, licenses and support for the Payroll and Human Resource platforms in the amount of \$73,120.23 pursuant to the DIR contract #DIR-TSO-4158, and authorizing the execution of the agreement.

**Background**

The purchase of the software updates will benefit the operations of Williamson County in the Payroll Office and Human Resource Department. The upgrade and additional licenses are needed to accomodate the growing number of Williamson County employees utilizing the self service access. The total amount of the agreement is \$73,120.23 and will expire on 10/31/22. The point of contact is Minnie Beteille. The line item expenditure is 01.0100.0503.003011.

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**Fiscal Impact**

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

Mythics Redacted Agreement

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 08/26/2021

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

08/26/2021 11:36 AM

08/26/2021 11:36 AM

Started On: 08/23/2021 03:22 PM



**MYTHICS™**



Emily Mercer  
Phone: 804-363-4576  
Fax: 757-412-1060  
Email: emercer@mythics.com

4525 Main Street, Suite 1500  
Virginia Beach, VA 23462

Company Name: Williamson County  
Contact: Minnie Beteille  
Email: mbeteille@wilco.org  
Phone: 512.943.1448

Estimate Number: [REDACTED]  
Estimate prepared on: 8/17/21  
Valid through: 08/31/2021

**E-business Suite Licenses**

LICENSES AND SUPPORT						
Item Nbr	Oracle Product Description	Term	Oracle License Type	Number of Licenses	Discounted Unit Price	Extended Price
1	Payroll	Perpetual	Employee	224	\$ 124.67	\$ 27,926.64
2	Software Update License and Support	through 10/31/22	Employee	224	\$ 27.43	\$ 7,322.14
3	Human Resources	Perpetual	Employee	190	\$ 102.51	\$ 19,476.62
4	Software Update License and Support	through 10/31/22	Employee	190	\$ 22.55	\$ 5,106.61
5	Self Service Human Resources	Perpetual	Employee	475	\$ 22.16	\$ 10,527.90
6	Software Update License and Support	through 10/31/22	Employee	475	\$ 4.88	\$ 2,760.33
SUBTOTAL: License						\$ 57,931.16
SUBTOTAL: Support						\$ 15,189.07
*TOTAL						\$ 73,120.23

\*Applicable State taxes will be added unless an exemption is provided.

**Additional Information:**

This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.

Mythics DUNS#: 013358002  
Mythics Fed Tax ID# 54-1987871  
CAGE CODE: 1TA34  
NAIC: 423430

Support services provided under Oracle's then current technical support policies located at: <http://www.oracle.com/support/policies.html>

You agree that Mythics has the right to cancel your support due to non-payment. In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable. If that renewal is not received the cost will need to be revised.

By confirming, referencing or placing an order based on this quote, you are agreeing that the software products are being purchased for electronic delivery only and hence, is no transfer of tangible property.

Media is available for download at no additional cost at <http://edelivery.oracle.com/>

\* Please note that the support for the products listed above will begin when Oracle processes this order. If you have a desired period of performance please make sure to discuss this with Mythics in advance delivering the purchase order.

License Definitions and Rules: Oracle's License Definitions and Rules (LDRs) are available at <https://www.oracle.com/corporate/contracts>. Please note the LDRs that apply to an order subject to this quote will be those LDRs in effect at the time Contractor accepts Your order. To fully understand Your license, You need to review the definitions for the licensing metric and term designation as well as the licensing rules.

**Purchasing Instructions:**

Please include the following statements in your order:

1. This order is placed pursuant to the terms and conditions of DIR-TSO-4158; US-GMA-1889764

2. Payment terms are: License - Net 30; Support - Quarterly in Arrears

3. Mythics Estimate Number: [REDACTED]

Fax order to 757-412-1060 or email to: emercer@mythics.com

Please note this pricing is subject to final management approval.

Oracle has made available to you the ordered programs for electronic download in accordance with the terms of section A of Appendix F of the agreement.

**1. Agreement**

This order incorporates by reference the terms of the Contracts for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc.

("Oracle"), effective July 27, 2018 (DIR Contract No. DIR-TSO-4158 Oracle Contract No. US-GMA-1889764) and all amendments and addenda thereto ("agreement"). The defined terms in the agreement shall have the same meaning in this order unless otherwise specified herein.

**B. General Terms**

**1. Summary of Fees**

You have ordered programs, hardware, and/or 12 months of technical support services. Listed above is a summary of net fees due under this order. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes. All fees are due in accordance with Appendix A, Section 8.J of the agreement.

**2. Territory**

a. The program licenses included on this order are for use in the U.S.

**3. Delivery**

a. Your purchase order must include the following delivery information: Delivery Contact (Name, email address and telephone number) and Delivery Location (your name, full street address, city and zip code).

b. Oracle has made available to you the ordered programs for electronic download in accordance with the terms of section A of Appendix F of the agreement.

**5. Segmentation [This language is consistent with the agreement, Appendix F, Section E (Segmentation) and is required by Oracle to be included on the ordering document for accounting purposes.]**

The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical support, or (z) other services independently of any other product or service. Your obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

**6. Offer Validity**

The offer is valid through 08/31/2021 and shall become binding as provided for in the agreement. As required in the agreement, your purchase order must be submitted with this ordering document and your purchase order must incorporate by reference this ordering document, which is identified by the number listed in the lower left hand corner of the page.

Williamson County

Authorized Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature Date \_\_\_\_\_

Mythics, Inc.

Authorized Signature T. Scott Davis

Name T. Scott Davis

Senior Director of Partner Contracts, CCMP

Title \_\_\_\_\_

Signature Date 8/23/2021



**Commissioners Court - Regular Session****11.****Meeting Date:** 08/31/2021

Tyler Technologies Agreement for Pre-Trial Department Software Programming

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the agreement between Williamson County and Tyler Technologies for programming customization and support for a total amount of \$2,000.00 per the Sourcwell Contract #110515-TTI, and authorizing the execution of the agreement.

**Background**

The approval of this agreement will benefit the Williamson County Pre-Trial Department with software system customization that documents the required verification of family information provided during the Pre-Trial Screening Process. The Point of Contact is DeAnna Saucedo. The line item expenditure is 01.0100.0503.004100.

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**Fiscal Impact**

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

IT Agreement with Tyler Technologies

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**Form Review****Inbox****Reviewed By****Date**

Purchasing (Originator)

Joy Simonton

08/25/2021 12:59 PM

County Judge Exec Asst.

Becky Pruitt

08/25/2021 01:12 PM

Form Started By: Mary Watson

Started On: 08/23/2021 10:17 AM

Final Approval Date: 08/25/2021



### Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Williamson County, TX (the "Client") as of the last date written below (the "Effective Date").

#### Background

**WHEREAS**, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

**WHEREAS**, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

#### Schedule 1

DESCRIPTION OF SERVICES	HOURS	RATE/HR.	T&M AMOUNT
Development	10	200	\$2,000
*Tyler Supervision - Capture related individuals into the Verification Sources section of the Pre-Trial Screening Report			
			TOTAL CONTRACT AMOUNT <b>\$2,000</b>

**IN WITNESS WHEREOF**, this Agreement has been executed by a duly authorized officer of each Party hereto.

#### TYLER TECHNOLOGIES, INC.

By: 

Name: Sherry Clark

Title: Sr. Corporate Attorney

Date: August 24, 2021

#### CLIENT

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

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

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

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

**Professional Services Agreement  
Terms and Conditions**

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder on a time and materials basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies Inc. – Operating

3. Termination. The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. Confidentiality. All documents and other materials produced under this Agreement shall be deemed to be "confidential information" and the receiving party shall not disclose, use, or reproduce, or authorize any third party to disclose, use, or reproduce, any such confidential information, without the prior written approval of the disclosing party; provided, however, that the receiving party may disclose such confidential information to its employees and representatives of the receiving party as may be required to perform its obligations under this Agreement and, provided further, that the receiving party informs such persons of the existence of this confidentiality obligations and will be responsible for any breach of this such obligations by such persons. Notwithstanding anything in the foregoing to the contrary, the following shall not be deemed to be "confidential information": (i) information that is publicly known or becomes publicly known through no fault of the receiving party, (ii) information that is generally or readily obtainable by the public, or (iii) information that constitutes the general skills, knowledge, and experience acquired by either party before entering into this Agreement and thereafter.

5. Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:  
a) Commercial general liability of at least \$1,000,000;  
b) Automobile liability of at least \$1,000,000;  
c) Professional liability of at least \$1,000,000; and  
d) Workers compensation complying with statutory requirements.

9. Miscellaneous.

(a) Tax Exempt Status. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment. Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.

## Sourcewell Contract 110515-TTI

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

(l) Right to Audit. Tyler agrees that licensee or its duly authorized representatives shall, once per year until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any and all books, documents, papers and records of Tyler which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, provided however, that any such audit shall be subject to Tyler's current confidentiality and security policies. Tyler agrees that licensee shall have access during normal working hours to all necessary Tyler facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Licensee shall give Tyler reasonable advance notice, but no less than thirty (30) days advance written notice, of intended audits. Client shall be responsible for the cost of any audit conducted under this section unless otherwise agreed to by the parties in writing pursuant to the terms of this Agreement.

**Commissioners Court - Regular Session****12.****Meeting Date:** 08/31/2021

Termination Notice - Tania Glenn

**Submitted For:** Mike Gleason**Submitted By:** Julie Kraft, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take any appropriate action regarding termination of Professional Service Agreement for Training and Traumatic Event Response for Williamson County Sheriff's Office with Tania Glenn & Associates, PA and authorize county judge to sign letter proving 30-day notice of termination.

**Background**

The Williamson County Sheriff's Office is canceling this contract due to end of agreement term.

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**Fiscal Impact**

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

Termination

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kraft

Final Approval Date: 08/23/2021

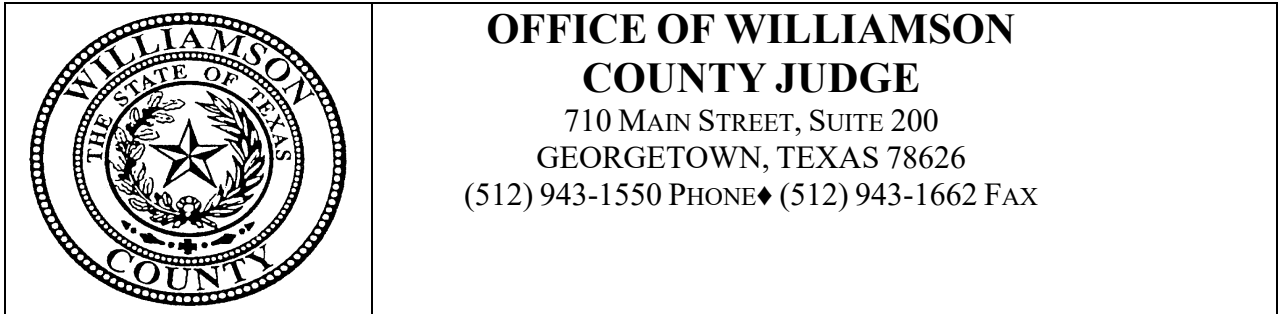
**Reviewed By**

Becky Pruitt

**Date**

08/23/2021 02:57 PM

Started On: 08/23/2021 10:12 AM



**August 31, 2021**

**Via First Class Certified U.S. Mail**

Tania Glenn & Associates, PA  
Attn: Dr. Tania Glenn, PsyD, LCSW, CTS  
4412 Spicewood Springs Road, Suite 701  
Austin, Texas

***In re: Notice of Contract Termination of Professional Service Agreement  
for Training and Traumatic Event Response for Williamson  
County (Sheriff's Office)***

To Whom It May Concern:

As you are aware, the Williamson County Sheriff's Office is currently in a contract with your company as referenced above. The Williamson County Sheriff has requested that the county commissioners approve changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the contract, paragraph 8, which allows for termination, the relevant provision states as follows:

**This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination.**

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties for services to the sheriff's department, and such termination will be effective at the end of business on September 30, 2021. Please note that this notification only pertains to the services agreement for the sheriff's department and does not address any other agreement at this time.

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

Sincerely,

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

cc: Williamson County Auditor's Office  
Williamson County Sheriff's Office

BG/me



**Commissioners Court - Regular Session****13.****Meeting Date:** 08/31/2021

Addendum - Correct Solutions, LLC

**Submitted For:** Mike Gleason**Submitted By:** Julie Kraft, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving Amendment with Correct Solutions, LLC operating under RFP 1807-248 for Inmate Telephone for the Williamson County Jail to extend current term ending on December 12, 2021 through March 31, 2022 and allow adequate time for issuance of a new RFP and conduct due diligence regarding the county's available options in this category of services.

**Background**

The purpose of this extension is to allow adequate time for issuance of a new RFP for inmate telephone for the jail while not getting locked in with the current contract that has an auto-renew clause for another year.

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**Fiscal Impact**

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

Addendum

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kraft

Final Approval Date: 08/25/2021

**Reviewed By**

Becky Pruitt

**Date**

08/25/2021 11:31 AM

Started On: 08/25/2021 10:59 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**FIRST ADDENDUM FOR  
AGREEMENT  
BETWEEN WILLIAMSON COUNTY AND  
CORRECT SOLUTIONS, LLC  
REGARDING  
SOLICITATION #1807-248  
INMATE TELEPHONE SYSTEM  
FOR THE WILLIAMSON COUNTY JAIL**

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

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County" or "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Correct Solutions, LLC** (hereinafter "Service Provider" or "CSG"). The County and Service Provider agree to the following additional terms to the Agreement between the parties:

**I.**

This amendment will add the following termination provision:

**TERMINATION FOR CONVENIENCE.** After December 12, 2021, this agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination under this provision, each party agrees to satisfy any and all of its outstanding obligations arising under this Agreement.

**II.**

This amendment will strike paragraph 1 and replace it with the following:

**TERM.** This Agreement is effective on December 12, 2018 ("Effective Date"). Unless the Agreement is terminated earlier based on termination-for-convenience, the Agreement shall continue in effect ("Initial Term") until **March 31, 2022** in order to allow sufficient time for The County to issue a new solicitation in this category of services. Upon completion of the Initial Term, Customer will have the option to renew this Agreement for a period of 1 year. Any renewal under this Agreement will be based on a review of past services provided by CSG. Upon termination of this Agreement, each party agrees to satisfy any and all of its outstanding obligations arising under this Agreement.

### III.

In all other respects, the Agreement is reaffirmed.

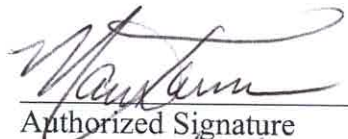
WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_, 2021

CORRECT SOLUTIONS, LLC:

  
\_\_\_\_\_  
Authorized Signature

Date: 8/24, 2021

**Commissioners Court - Regular Session****14.****Meeting Date:** 08/31/2021

Authorize purchase of Ingmar Medical Ventilator Training Device and execution of the county addendum

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the purchase of ASL 5000 Ventilator Training Device from Ingmar Medical in the amount of \$39,739.00 and authorize the execution of the County Addendum.

**Background**

The ASL 5000, offered by Ingmar Medical, LLC, is a ventilator training device for EMS staff that simulates respiratory conditions for all ages from infants to adults. This device replicates respiratory issues including those caused by the SARS-COV-2 (COVID) virus. Creating these patient conditions during a training exercise is crucial for EMS staff to use ventilation equipment effectively in a real setting.

The ASL 5000 can be used with any ventilator including the Newport HT70+ ventilator which is used by WCEMS. The training device is designed to improve ventilator knowledge as well as the management of patients requiring mechanical ventilation.

The system offers COVID software modules for specialized training. The unit is used throughout the industry for respiratory equipment development and has FDA approval. One unit can be placed in an ambulance and used to train all Williamson County EMS personnel.

Three (3) quotes were obtained for this type of training device. The ASL 5000 is the superior system in the industry and provides the best functionality and value for the County. John Gonzalez is the point of contact and CARES funds are to be used.

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**Fiscal Impact**

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

County Purchase Addendum

Vendor Quote

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**Form Review****Inbox****Reviewed By****Date**

Purchasing (Originator)

Joy Simonton

08/25/2021 02:35 PM

County Judge Exec Asst.

Becky Pruitt

08/25/2021 03:13 PM

Form Started By: Johnny Grimaldo

Started On: 08/18/2021 11:37 AM

Final Approval Date: 08/25/2021

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**COUNTY ADDENDUM  
FOR PURCHASE OF  
GOODS AND SERVICES  
DURING COVID-19 OPERATIONS  
(Federal Emergency Management  
Agency “FEMA” Requirements)**

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**Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, 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 AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter “Customer” or “The County” or “Williamson County” or “Buyer”), a political subdivision of the State of Texas, acting herein by and through its governing body, and IngMar Medical, LLC (hereinafter “Vendor”). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

**I.**

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

- A. Vendor Quote dated August 9, 2021;
- B. Vendor Sales Agreement (IngMar Medical Purchasing Made Easy Checklist with link to terms and conditions); and
- C. This Williamson County Agreement Addendum.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

## II.

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

## III.

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

## IV.

**Good Faith:** Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

## V.

**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.

## VI.

**Texas Law Applicable to Indemnification and Limitation of Liability:** All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

## VII.

**Payment:** 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 Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by 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.

## VIII.

**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 received.**

## IX.

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

## X.

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

## XI.

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

## XII.

**No Assignment:** This agreement may not be assigned by either party without prior written consent.



**ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) COMPLIANCE:**

**XIII.**

**Clean Air Act and The Federal Water Pollution Control Act Compliance:**

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**XIV.**

**Suspension and Debarment:** (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**XV.**

**Recovered Materials:** (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## **XVI.**

**Access to Records:** The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **XVII.**

**Use of DHS Seals and Related Items:** The Vendor shall not use Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## **XVIII.**

**Compliance with Federal Law and FEMA Rules:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA

policies, procedures, and directives.

**XIX.**

**Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended):**

Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**XX.**

**No Federal Government Obligations:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

**XXI.**

**False Claims Act Compliance and Program Fraud Prevention:** The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

**XXII.**

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

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

WILLIAMSON COUNTY:

Vendor:

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_, 2021

*Alisha Frederick*

\_\_\_\_\_  
Authorized Signature

Date: August 19, 2021



5940 Baum Boulevard  
Pittsburgh, PA 15206 USA  
Tel: 412-441-8228  
Toll Free: 800-583-9910  
Fax: 412-441-8404  
www.ingmarmed.com  
sales@ingmarmed.com

## RespiSim® Educational Package - *Essential*

With the *Essential* package, IngMar Medical has created an all-in-one respiratory simulation solution that enables intuitive, interactive, and highly effective training. This package combines the world's most sophisticated breathing simulator, the ASL 5000, and our RespiSim software designed to simplify and enhance simulation management. The RespiSim® Software places the advanced patient modeling of the ASL 5000 into the context of multi-stage scenarios which include x-rays, vital signs, ABG values, waveforms, and more!

Additionally, training with a respiratory therapist as well as RespiSim Scenarios are included to help instructors hit the ground running with their simulations! All of the components, including a 15" laptop computer and 24" learner display, are the foundation of what is needed for a highly efficient ventilator management training system.

### The Lungs: ASL 5000 Breathing Simulator

A high-fidelity, digitally controlled respiratory simulator that allows you to train for the highest level of patient care, with any ICU ventilator and any mode of ventilation.

- ***Ventilator-grade spontaneous breathing*** means the ventilator cannot tell the difference between the breaths produced by the ASL 5000 and those of a real patient
- ***Simulate any respiratory patient scenario*** using the widest range of resistance, compliance and spontaneous breathing parameters of any simulator including disease states and deteriorating/improving patient states
- ***Build your own patient*** or run one of 80+ pre-configured patient models (apnea, chronic bronchitis, emphysema, neonatal obstruction, neonatal chronic lung disease, adult severe asthma, pediatric asthma, and more!)
- ***Hold PEEP*** at any clinically relevant level, even > 20 cmH<sub>2</sub>O
- Seamlessly ***change any lung parameter during the scenario*** remotely and see adjustments to the patient condition reflected immediately
- ***Advanced patient modeling*** including inspiratory vs. expiratory resistance, forced exhalation, and two compartment lung models
- ***Reproducible Patients*** ensure consistent instruction and skills assessment

### RespiSim Software

The **NEW** RespiSim Software enhances the use of the ASL 5000 Breathing Simulator as a ventilator management teaching system. Create and control simulations with our brand new intuitive, user-friendly software interface. Features include:

- ***Home Dashboard*** for easy and comprehensive control over all aspects of the simulation
- **Robust scenario building environment** with unlimited patient conditions and unrestricted scenarios
- ***Rich debriefing environment*** including recordings of entire sessions with waveforms and event markers
- **Learner display to show the Patient Monitor application including vitals, lab results, x-rays and ABG values**
- ***Purchase includes 1 software license, able to connect to the ASL 5000 from two devices***
- **Software Updates i.e., minor enhancements, additions, and substitutions to Software, including corrections and bug fixes are provided to licensee at no additional fee, if available.**

### **15" Laptop Computer**

Dedicated Control Module that allows instructors to stay in control of the simulation and give learners the full view of patient-ventilator interactions

### **24" Learner Display**

Device the learner(s) uses which displays the Patient Monitor application and additional assessments such as x-rays, ABGs, labs and case descriptions

### **RespiSim Scenarios**

Developed in collaboration with leading educators, RespiSim Scenarios save instructors time by providing a comprehensive, multi-media package of materials that describes and demonstrates a concept or scenario within the subject of mechanical ventilation. [View RespiSim Scenarios here.](#)

### **Technical Setup Call**

Speak with a Service Technician to ensure your equipment is set up and working properly upon receiving it.

### **Virtual Training**

#### **Basic Software Use - 2 Hours**

The RespiSim Software has been completely redesigned by educators for educators. A Clinical Educator will guide learners through the methodology and navigation of the RespiSim Software basics, including the building and saving of lung models.



**Scenario Building Part 1 - 2 Hours**

A Clinical Educator will guide learners through the methodology and navigation of the RespiSim Software Scenario Map and Worksheet sections, loading and running existing scenarios, as well as building your own.

**Scenario Building Part 2 - 2 Hours**

A Clinical Educator will guide learners through the advanced features of scenario building to finely tune customized scenarios to enhance realism. The debriefing section of the software is also covered to help educators analyze learners' performance.

**SUGGESTED OPTIONS (not included in the bundled RespiSim Essential package)****Upgrade to Customer-Site Training**

Upgrade from included Virtual Training replaced by customer-site training. Upgrade consists of two consecutive days with 9 hours of CRCE credit earned through the AARC. The RespiSim Software has been completely redesigned by educators for educators. A Clinical Educator will guide learners through the methodology and navigation of the RespiSim Software including lung model design, scenario development and execution, debriefing and more...

**Remote Consultation**

IngMar Medical provides consultation services customized to your individual needs for respiratory care simulation. Consult with a product specialist so that we can help you accomplish goals.

**1-Year Extended Warranty for RespiSim Essential Package**

1-year extension of manufacturer's warranty. Covers repairs due to manufacturer's defects or workmanship. Does not cover damages resulting from improper use, negligence, disassembly, unauthorized service and unauthorized modification. Computer/monitors are excluded from warranty. Initial purchase only. Does not include calibration. Initial purchase only, up to 8.

**2-Year Service Plan for RespiSim System**

Once within this period, at a time of customer's choice, the following services will be performed to the ASL 5000: inspection of the ASL 5000, calibration with data, replacement of piston seals and lubrication of moving parts. Does not include cost of shipping.

not included  
in quote

**Ventilator Interface Kit**

not include  
in quote

Retrieval of all ventilator parameters (including alarm information and mode settings) for recording and debriefing. Compatible with ventilators from most major manufacturers - it is the client's responsibility to ensure compatibility before purchase. Requires RespiSim Software to operate. [View list of compatible ventilators here.](#)

Prices do not include applicable sales tax, customs or duties and are FOB Pittsburgh.

**Conditions:** All sales are subject to "Educational Tools, Terms and Conditions of Sale" in its most current form.

**Payment Terms:** Net 30 Days

**Warranty:** 1 year from date of delivery and is not transferrable.

**Lead Time:** 6-7 weeks from date of order confirmation. Subject to change.

**When placing your order, please indicate the interval (12 months, 24 months, other) you would like to have your ASL 5000 re-calibrated. Orders without this information will have the Calibration Certificate and Sticker show a recommended 24 month recalibration date.**

IngMar Medical's guard band to measured values equals 70 percent of a tolerance (standard tolerance minus standard measurement uncertainty) range. Unless requested by the customer or legal entity, outgoing data from the calibration lab will always fall within the set 70 percent guard band of the standard observed value.



ITEM NO.	DESCRIPTION	UNIT PRICE (USD)
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31 00 117	RespiSim® System Educational Package - Essential . Includes Technical Setup Call . Includes 6 hours Virtual Training . Includes 3 RespiSim Scenarios . Includes 1 software license; connect to ASL 5000 from up to 2 devices . Software Updates i.e., minor enhancements, additions, and substitutions to Software, including corrections and bug fixes are provided to licensee at no additional fee, if available	\$38,895.00
	2-year Service Plan for RespiSim System <i>Includes one calibration. First calibration included with purchase of 31 00 117. Does not include cost of shipping.</i>	\$749.00
	Shipping via IngMar Medical UPS Account - not to exceed <i>Shipping insurance is NOT included, unless requested</i>	\$95.00

Shipping included on this quote is an estimate - you may request a more accurate estimate by providing your ship to address. If shipping is not added to your Purchase Order, it will be shipped via IngMar Medical prepay and add and this amount will appear on your order confirmation and invoice. To ship via your own account, provide the account name and number on your Purchase Order. Shipping insurance included only upon request.

Please contact me with any questions.

Alisha Frederick X. 141    afrederick@ingmarmed.com

**A purchase order is required and needs to be faxed, mailed or emailed to IngMar Medical.**

**Commissioners Court - Regular Session****15.****Meeting Date:** 08/31/2021

Consider Authorizing the Non-Disclosure Agreement with Global Payment Direct, Inc. (Active Network Software)

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Non-Disclosure Agreement between Global Payments Direct, Inc. and Williamson County and authorize the execution of the agreement.

**Background**

This Non-Disclosure Agreement (NDA) is requested by Global Payments Direct Inc., utilized by the Parks Department, pursuant to the addendum to Software as Service Activenet Agreement and Terms and Conditions of Service approved in Commissioners Court on March 30, 2021, under agenda item #13. The NDA, requested by the vendor, has been negotiated and approved by the Legal Department. It is expressly made subject to the Texas Public Information Act in Paragraph 4. Russell Fishbeck is the Point of Contact. Funding Source: 01.100.0510.003010 FY 2021.

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**Fiscal Impact**

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

Non-Disclosure Agreement

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 08/26/2021

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

08/26/2021 11:31 AM

08/26/2021 11:32 AM

Started On: 08/25/2021 10:54 AM

**NON-DISCLOSURE AGREEMENT**  
**(Audit and Information Security Reporting – Public Entities)**

This Nondisclosure Agreement (the “Non-Disclosure Agreement”) is made this 18th day of August, 2021, between Williamson County, Texas, with principal offices located at 301 SE Inner Loop, Ste 105, Georgetown, TX 78626 (together with its Affiliates, “Receiving Party”), and Global Payments Direct, Inc., with principal offices located at 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 (together with its Affiliates, “Global”). Global and Receiving Party shall be referenced herein each as a “Party” and together as the “Parties.”

WHEREAS, the Parties are parties to an agreement pursuant to which Receiving Party seeks access to certain of Global’s proprietary and highly confidential information; and

WHEREAS, pursuant to the Addendum to Software as Service ACTIVE Net Agreement & Terms And Conditions Of Service between the parties dated March 30, 2021 (the “Agreement”) and this Non-Disclosure Agreement, Global is prepared to disclose to Receiving Party orally and provide Receiving Party with access to certain information that is non-public, confidential or proprietary in nature (irrespective of the form of communication and in whatever form maintained, whether documentary, computerized or otherwise), inclusive of all portions thereof, excerpts therefrom, summaries thereof, and reproductions thereof (cumulatively, the “Confidential Information”); and

WHEREAS, “Confidential Information” shall include all information, whether written or oral, that is received by the Receiving Party from Global or accessed by the Receiving Party with Global’s express permission and (i) is not generally available to the public, (ii) would reasonably be considered confidential and/or proprietary, and/or (iii) is marked “Confidential” or “Proprietary” by Global. Confidential Information includes, but is not limited to, (i) information relating to research, development, inventions, policies, procedures, information systems, software code, software applications, network diagrams, information routing, financial or other economic information, vendor information, merchant information, customer information, card data, accounting, engineering, personnel information, statistical information, and (ii) all analyses, compilations, forecasts, audit results, audit workpapers, audit summaries (including without limitation, Global or its Affiliate’s SSAE 18 report and any similarly functioning audit report/attestation (cumulatively, hereinafter “SSAE 18 Report”), and data summaries of any kind. Confidential Information may also include information disclosed to Global by third parties. In the event Confidential Information is the basis of, is incorporated into, or is reflected in other documents, whether separately or jointly generated by the Parties, such other documents shall be deemed Confidential Information subject to the terms of this Non-Disclosure Agreement; and

THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Parties agree as follows:

1. This Non-Disclosure Agreement will confirm the understanding between the Receiving Party and Global concerning Receiving Party’s obligations of secrecy, non-disclosure, and confidentiality with respect to Confidential Information.

2. Receiving Party agrees (a) to treat as secret and confidential, maintaining in confidence all Confidential Information disclosed by Global, whether in written or electronic form or disclosed verbally; (b) not to disclose, repeat, excerpt or otherwise reproduce any such Confidential Information to anyone, provided however that in the event Receiving Party is entitled to receive an SSAE 18 Report in Receiving Party’s capacity as a “User Entity,” Receiving Party may disclose the SSAE 18 Report to its financial auditors who are bound to an obligation of confidentiality similar to those set forth herein for purposes of evaluation of the effect of Global Payments’ controls on a User Entity’s internal control system; and (c) not to use Global’s Confidential Information or Receiving Party’s access thereto for any purpose other than the purpose that is contemplated and expressly authorized in the Agreement between the Parties. For clarity, except as expressly set forth herein, this Non-Disclosure Agreement prohibits the disclosure of Global’s Confidential Information to anyone other than the individuals to whom Global provided the Confidential Information and/or access thereto, and to only those employees of Receiving Party who have an absolute need to know such Confidential Information in performance of their duties, consistent with the administration of the Parties’ Agreement; except as expressly set forth herein, Receiving Party’s contractors, advisors, consultants and other service providers are not authorized to and are expressly prohibited from viewing, accessing or receiving Confidential Information provided hereunder.

3. The confidentiality obligations imposed upon Receiving Party shall not apply to the limited extent that Receiving Party must disclose Confidential Information pursuant to a requirement of a government agency, provided that the Receiving Party, to the extent legally permitted, promptly notifies Global of such requirement and cooperates with Global in any effort to limit or avoid such disclosure. The confidentiality obligations imposed herein shall not apply to Confidential Information that (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of the terms of this Non-Disclosure Agreement; (b) that Receiving Party can demonstrate is rightfully in the Receiving Party's possession prior to the disclosure by the disclosing party pursuant to this Agreement, provided that the source of such information was not known by the Receiving Party to be bound by a confidentiality agreement with or other contractual, legal, or fiduciary obligations of confidentiality to Global with respect to such material; (c) that is received from a third party without restriction and without breach of this Agreement; or (d) that is independently developed by the Receiving Party.

4. The confidentiality obligations imposed herein are modified to provide that disclosure of certain material by the Receiving Party may be required due to its status as a state governmental entity under the Texas Public Information Act. Receiving Party agrees to apply any and all available exceptions under the Texas Public Information Act to disclosure of its records containing any of Global's Confidential Information protected by this Non-Disclosure Agreement and to promptly notify Global of any pending disclosure request under Texas Public Information Act pertaining thereto to enable Global to monitor, and, if it so wishes, to the extent permitted by law, intervene to oppose such disclosure.

To the extent, if any, that any provision in this Non-Disclosure Agreement is in conflict with the Texas Public Information Act, the same shall be of no force or effect.

5. All Confidential Information furnished by Global to Receiving Party is considered loaned for use solely in connection with the expressly permitted purpose of such disclosure in the Agreement. All Confidential Information shall remain the sole property of Global, and Receiving Party shall have no right, title or interest in or to the Confidential Information. Receiving Party represents, warrants, and covenants that it will not bring, activate or use any form of recording device, whether for audio, video or still image, camera, or other means of capturing, preserving, imaging and/or reproducing Confidential Information, in any form, that is disclosed hereunder by Global, whether disclosed during a site visit to one of Global's facilities or otherwise. Except as expressly permitted by Global in conjunction with the specific disclosure, Receiving Party may not copy, reproduce, excerpt or maintain any Confidential Information disclosed hereunder. To the extent that any such Confidential Information is maintained by Receiving Party, it shall be maintained in a confidential and secure manner consistent with the obligations for Confidential Information set forth in this Non-Disclosure Agreement, and upon request by Global at any time, Receiving Party shall (a) promptly destroy or return to Global all copies of Global's Confidential Information in its possession; and (b) provide a certification stating the same.

6. Each Party represents and warrants that it has the right to enter into this Non-Disclosure Agreement. Global makes no additional representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information shared pursuant to this Non-Disclosure Agreement, nor shall Global have any liability whatsoever to the Receiving Party relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. No furnishing of Confidential Information and no obligation hereunder shall obligate either party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any other party. Receiving Party acknowledges and agrees that this Non-Disclosure Agreement does not obligate Global to disclose to Receiving Party any information of any kind, including Confidential Information.

7. In the event any one or more of the provisions of this Non-Disclosure Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The Parties agree that the remedy at law for any breach of any of the covenants and agreements set forth in this Non-Disclosure Agreement may be inadequate and that, in the event of any such breach or threatened breach, in addition to all other remedies which may be available to it at law, Global shall be entitled to seek equitable relief in the form of preliminary and permanent injunctions without the necessity of proving damages or posting bond. Receiving Party further agrees that the terms of this Non-Disclosure Agreement shall in no way restrict or limit any other remedies Global may have against Receiving Party in the event of a breach hereof. Global shall be entitled to recover the costs, including reasonable attorney's fees, to enforce its rights under this Non-Disclosure Agreement.

8. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the disclosure, use and safeguarding of said Confidential Information and supersedes any prior or contemporaneous oral or written representations with regard to the subject matter herein and shall inure to the benefit of and be binding upon all parent, subsidiary, affiliated, and successor organizations of the Parties. "Affiliate" means any present or future entity that controls, is controlled by, or is under common control with a Party. All modifications of, waivers of and amendments to this Non-Disclosure Agreement or any part hereof must be in writing and signed on behalf of each Party. This Non-Disclosure Agreement shall govern disclosures of Confidential Information both prior to and following the date on which it is signed by Receiving Party and remains in effect until terminated upon written notice by Global. Notwithstanding such termination, however, Receiving Party's obligations with respect to Confidential Information disclosed hereunder shall survive any termination of this Non-Disclosure Agreement. This Non-Disclosure Agreement may be executed by facsimile and in one or more counterparts with the same effect as if both parties hereto had originally signed the same document. All counterparts will be construed together and will constitute one agreement. The persons signing below represent and warrant that they are authorized to execute Non-Disclosure Agreement on behalf of the respective Parties.

**GLOBAL PAYMENTS DIRECT, INC.**

DocuSigned by:  
By: David L. Green  
Title: Corporate Secretary JB  
Date: 8/20/2021

**RECEIVING PARTY:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Commissioners Court - Regular Session****16.****Meeting Date:** 08/31/2021

Facilities Resources for District Attorney Civil Workroom

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the Contract between Williamson County and Facilities Resources, Inc. for the purchase of furniture for the District Attorney's Office in the total amount of \$1,748.54 per the terms of the Omnia National Co-op contract #2019-001896, and authorizing the execution of the contract.

**Background**

The approval of this contract will benefit the District Attorney's Office with furniture for the Civil Workroom. The attached quote has the detailed information regarding the type of furniture being purchased for the total amount of \$1,748.54. Legal and Contract Audit have reviewed the contract. The Co-op contract is through Omnia National 2019-001896. The line item for funding is 01.0999.0401.009007 and Grants 445P-445A 4.1. The point of contact is Grace Frias.

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**Fiscal Impact**

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

District Attorney Redacted Civil Room

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 08/23/2021

**Reviewed By**

Becky Pruitt

**Date**

08/23/2021 10:20 AM

Started On: 08/18/2021 08:03 AM



Facilities Resource Inc.  
11100 Metric Blvd  
Suite 450  
Austin, TX 78758  
PH: 512-371-1232  
FX: 512-371-9155

## QUOTATION & CONTRACT

DATE	QUOTE #
08/10/21	
SALES REP	PAYMENT TERMS
General Sales	Per Contract

### BILL TO:

Tom Stanfield  
Williamson County  
710 S. Main Street  
Georgetown, TX 78626-5703

PH: 512.943.1636  
C: 512.818.4180

### CUSTOMER PURCHASE ORDER

### FINAL LOCATION:

Tom Stanfield  
District Attorney's Office  
Williamson County  
Civil Workroom  
405 Martin Luther King Jr. Street  
Georgetown, TX 78626-4901

PH: 512.943.1636  
C: 512.818.4180

### SUMMARY INFORMATION

OMNIA Partners Contracts:  
Kimball Furniture: 2019.001896

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
<b>Civil Workroom Furnishings</b>				
1		Civil Workroom Furnishings -- ITEM LIST PRICE: \$3,449.00		
2	2.00	KCCB005 CSGDS,LOCK CORE-BLK,BLK HNGD KEY,KEY 005 -- ITEM LIST PRICE: \$28.00 -- TAG/LOCATION: KCCB005	\$ 12.88	\$ 25.76
3	2.00	IBF1 FOOTPRINT,SURFACE,FLAT BRACKET -- ITEM LIST PRICE: \$17.00 -- TAG/LOCATION: IBF1	\$ 7.82	\$ 15.64
4	1.00	53K2442WSSLL E P X MH MH PRIORITY,24DX42W,SURFACE,RECTANGLE,TFL E = EXTENSION P = 1/8" MOLDED VIN X = NO GROMMET MH = MOCHA CHERRY MH = MOCHA CHERRY -- ITEM LIST PRICE: \$229.00 -- TAG/LOCATION: PRIORITY	\$ 105.34	\$ 105.34
5	1.00	53K3028EPL MH PRIORITY,30DX28H,END PANEL,LAMINATE MH = MOCHA CHERRY -- ITEM LIST PRICE: \$255.00 -- TAG/LOCATION: EP	\$ 117.30	\$ 117.30





Facilities Resource Inc.  
11100 Metric Blvd  
Suite 450  
Austin, TX 78758  
PH: 512-371-1232  
FX: 512-371-9155

## QUOTATION & CONTRACT

DATE	QUOTE #
08/10/21	
SALES REP	PAYMENT TERMS
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
6	1.00	53K3072WSSLL P X MH MH PRIORITY,30DX72W,SURFACE,RECTANGLE,TFL P = 1/8" MOLDED VIN X = NO GROMMET MH = MOCHA CHERRY MH = MOCHA CHERRY -- ITEM LIST PRICE: \$415.00 -- TAG/LOCATION: PRIORITY	\$ 190.90	\$ 190.90
7	1.00	53K5628MPL MH PRIORITY,56WX28H,FULL HEIGHT MODESTY PANEL,RECESSED,LAMINATE MH = MOCHA CHERRY -- ITEM LIST PRICE: \$328.00 -- TAG/LOCATION: MP	\$ 150.88	\$ 150.88
8	1.00	53KE2415PUOBFFL 57_462 KS MH MH PRIORITY,24DX15W,UNDERSURF PEDESTAL,OPEN BACK,FF,LAMINATE 57_462 = GLEAM,CINDER KS = SPECIFY CORE SEPARATELY MH = MOCHA CHERRY MH = MOCHA CHERRY -- ITEM LIST PRICE: \$854.00 -- TAG/LOCATION: FF	\$ 392.84	\$ 392.84
9	1.00	53KE3015PUBBFL 57_462 KS MH MH PRIORITY,30DX15W,UNDERSURFACE PEDESTAL,BBF,LAMINATE 57_462 = GLEAM,CINDER KS = SPECIFY CORE SEPARATELY MH = MOCHA CHERRY MH = MOCHA CHERRY -- ITEM LIST PRICE: \$978.00 -- TAG/LOCATION: BBF	\$ 449.88	\$ 449.88
10	1.00	[No Product Number] RDI -- ITEM LIST PRICE: \$300.00	\$ 300.00	\$ 300.00

**Civil Workroom Furnishings Subtotal: \$ 1,748.54**

**NOTES:** \*Storage of product for up to 2 weeks is included in the proposal cost. Storage commences the date the product is received.

\*Additional storage will be calculated on a weekly basis and charged on a change order until the products leave the warehouse. Any outstanding storage change order older than 15 days will cause a hold on product release.

\*\*Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.



Facilities Resource Inc.  
 11100 Metric Blvd  
 Suite 450  
 Austin, TX 78758  
 PH: 512-371-1232  
 FX: 512-371-9155

## QUOTATION & CONTRACT

DATE	QUOTE #
08/10/21	
SALES REP	PAYMENT TERMS
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
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WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

X \_\_\_\_\_ Date 08/10/21  
 General Sales  
 Facilities Resource Inc.

X \_\_\_\_\_ Date \_\_\_\_\_  
 Title \_\_\_\_\_  
 Williamson County

SUBTOTAL	\$1,748.54
FREIGHT	\$0.00
DELIVERY/SET-UP	\$0.00
SALES TAX (0%)	\$0.00
TOTAL	\$1,748.54
DEPOSIT REQUESTED	\$0.00
BALANCE	\$1,748.54



## TERMS AND CONDITIONS

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1. The Buyer's signature on a Facilities Resource, Inc. proposal or the issuance of a purchase order from the Buyer to Facilities Resource, Inc. constitutes acceptance and a binding purchase agreement for services. On all orders over \$1,000.00 a hard copy PO is requested.
2. Changes requested by Buyer subsequent to manufacturer acknowledgement are subject to Facilities Resource, Inc.'s ability to conform and upon factory approval. All such requests shall be delivered to Facilities Resource, Inc. in writing and accepted by Facilities Resource, Inc. in writing. Resulting additional charges shall be paid by the Buyer.
3. The Buyer warrants that the credit application and other financial statement submitted to Facilities Resource, Inc. are true and correct.
4. In the event construction delays or other causes not within Facilities Resource, Inc.'s control force postponement of the delivery and/or installation, the merchandise can be stored at a rate of \$24.00 per GMA pallet until installation will take place. The Buyer shall pay any demurrage charges incurred.
5. Client must hold property insurance for replacement value on merchandise stored in Facilities Resource, Inc. warehouse. FRI will not be responsible for damage due to fire, flood or any other uncontrolled circumstance, for client owned property stored in its warehouse and does not hold insurance for such.
6. Claims for damage in transit will be processed by Facilities Resource, Inc. and damaged merchandise shall be repaired or replaced to the reasonable satisfaction of the Buyer.
7. Wherein product deliveries and labor at site are affected by stairs and no other means (elevator or mechanical lift) of moving products is available, an additional fee will be applied.
8. Storage of product for up to (2) weeks is included in the proposal cost. Storage fees commence the date the product is received.
9. Additional Storage will be calculated on a weekly basis and charged on a change order until the product leaves the warehouse. Any storage change order out-standing more than (15) calendar days will cause a hold on the product release.
10. Delivery and installation will be made during Facilities Resource, Inc. regular business hours and according to the service schedule provided to the Buyer. Regular business hours are Monday – Friday, 7:00am – 5:00pm. Buyer will be billed for any additional labor costs resulting from overtime work performed at the Buyer's request. If the space provided is inadequate or requires excessive sorting or storage costs, Buyer shall reimburse Facilities Resource, Inc. for the cost of same. If the space provided is inconveniently located or on a floor different from the installation site, Buyer shall reimburse Facilities Resource, Inc. for the extra costs of transporting merchandise to and from storage. If the merchandise must be moved due to activity of other trades or other reasons, Buyer shall reimburse Facilities Resource, Inc. for the cost of same.
11. Facilities Resource, Inc. shall not be responsible for manufacturer's inability to meet their estimated ship dates. Estimated ship dates are for manufacturers time allowances only and do not include any time allowance for actual shipping and delivery of merchandise.
12. Buyer must keep the job site free and clear of debris before and during the installation. Hoisting or elevator service and adequate facilities for off-loading, staging, moving, and handling of merchandise must be provided by the Buyer and without charge to Facilities Resource, Inc. The Buyer is also responsible for securing all necessary building permits and licenses.
13. After arrival of the merchandise at the site, any loss or damage by weather, trades working at the site, or otherwise, shall be the responsibility of the Buyer.
14. Merchandise will be invoiced upon shipment from the manufacturer. Buyer agrees to pay each invoice within the 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.
15. Any controversy or claim arising out of or relating to this Contract or any breach thereof shall be settled in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof.
16. In the event of default under this agreement, the prevailing party shall be allowed to recover attorney fees in accordance with the determination of the court.
17. In no event shall either party be liable for any special indirect, consequential, incidental damages including, without limitation, damages for loss of business profits, business interruptions or loss of information, even if the other Party has been advised of the possibility of such damages.
18. Facilities Resource, Inc. will provide certificate of insurance acceptable to buyer and insurance that it maintains adequate workers compensation, general liability & property coverage at all times. If a waiver is requested as part of the insurance requirements, a \$350.00 fee per waiver will be charged.



19. Unless otherwise specified, all furniture is warranted by Facilities Resource, Inc. to be free from defects in materials and workmanship for the period of time each manufacturer provides on its product from date of delivery. Facilities Resource, Inc. will repair, adjust, or take corrective action on any problem free of charge within 30 days of purchase or manufacturers earliest notification. Manufacturer's warranties will apply with any charges for labor at the prevailing rates. It is expressly agreed that this warranty is in place and in lieu of all warranties of fitness and merchantability. All used or rental return merchandise is sold on an "AS IS" basis.
20. It shall be understood and agreed that during the term of this agreement and for a period of 12 (twelve) months, thereafter, the Buyer will not directly nor indirectly recruit and/or hire any employee of Facilities Resource, Inc., unless mutually agreed upon between Officers of the Buyer and Facilities Resource, Inc.
21. All additional costs listed above shall include a 25% administrative fee.
22. Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.
23. The above is the entire agreement between the Buyer and Facilities Resource, Inc. It may not be changed without mutual written authorization. These terms apply to the initial order and any subsequent orders.

I have read and understand all of the terms and conditions contained herein.

Agreed:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Facilities Resource, Inc.

08/10/2021  
\_\_\_\_\_  
Date

**Commissioners Court - Regular Session****17.****Meeting Date:** 08/31/2021

District Attorney Child and Family Room Furnishings

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

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**Information****Agenda Item**

Discuss, consider and take the appropriate action on approving the Contract between Williamson County and Facilities Resources, Inc. for the purchase of furniture for the District Attorney's Office for the total amount of \$2,531.92 per the terms of the Omnia National Co-op contract number 2019-001896, and authorizing the execution of the contract.

**Background**

The approval of this contract will benefit the Child and Family Room with furnishings at the District Attorney's Office. The attached contract has the detailed information regarding the type of furniture to be purchased for the total amount of \$2,531.92. Legal and Contract Audit have reviewed this contract. The Omnia National contract number for this purchase is 2019-001896 and is valid through 4-30-2024. The line item expenditure is 01.0999.0401.009007 and the Grant numbers are 445P - 445A 4.1. The point of contact is Grace Frias.

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**Fiscal Impact**

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

District Attorney Redacted Quote Facilities Resources

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 08/23/2021

**Reviewed By**

Becky Pruitt

**Date**

08/23/2021 10:21 AM

Started On: 08/18/2021 08:04 AM



Facilities Resource Inc.  
11100 Metric Blvd  
Suite 450  
Austin, TX 78758  
PH: 512-371-1232  
FX: 512-371-9155

## QUOTATION & CONTRACT

DATE	QUOTE #
08/10/21	
SALES REP	PAYMENT TERMS
General Sales	Per Contract

### BILL TO:

Tom Stanfield  
Williamson County  
710 S. Main Street  
Georgetown, TX 78626-5703

PH: 512.943.1636  
C: 512.818.4180

### CUSTOMER F F U F CHASE OF DE F

### FINAL LOCATION:

Tom Stanfield  
District Attorney's Office  
Williamson County  
Child and Family Room  
405 Martin Luther King Jr. Street  
Georgetown, TX 78626-4901

PH: 512.943.1636  
C: 512.818.4180

### SUMMARY INFORMATION

OMNIA Partners Contracts:  
Kimball Furniture: 2019.001896

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
<b>Child and Family Room Furnishings</b>				
1		Child and Family Room Furnishings -- ITEM LIST PRICE: \$5,152.00		
2	3.00	KCCB002 CSGDS,LOCK CORE-BLK,BLK HNGD KEY,KEY 002 -- ITEM LIST PRICE: \$28.00 -- TAG/LOCATION: KCCB002	\$ 12.88	\$ 38.64
3	2.00	IBF1 FOOTPRINT,SURFACE,FLAT BRACKET -- ITEM LIST PRICE: \$17.00 -- TAG/LOCATION: IBF1	\$ 7.82	\$ 15.64
4	1.00	53K2442WSSLL E P X MH MH PRIORITY,24DX42W,SURFACE,RECTANGLE,TFL E = EXTENSION P = 1/8" MOLDED VIN X = NO GROMMET MH = MOCHA CHERRY MH = MOCHA CHERRY -- ITEM LIST PRICE: \$229.00 -- TAG/LOCATION: PRIORITY	\$ 105.34	\$ 105.34
5	1.00	53K3072WSSLL P X MH MH PRIORITY,30DX72W,SURFACE,RECTANGLE,TFL P = 1/8" MOLDED VIN X = NO GROMMET MH = MOCHA CHERRY MH = MOCHA CHERRY	\$ 190.90	\$ 190.90



Facilities Resource Inc.  
11100 Metric Blvd  
Suite 450  
Austin, TX 78758  
PH: 512-371-1232  
FX: 512-371-9155

## QUOTATION & CONTRACT

DATE	QUOTE #
08/10/21	
SALES REP	PAYMENT TERMS
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- ITEM LIST PRICE: \$415.00 -- TAG/LOCATION: PRIORITY		
6	1.00	53K3638BCOL MH PRIORITY,36WX38H,BOOKCASE,SET ON SURFACE,OPEN,LAMINATE MH = MOCHA CHERRY -- ITEM LIST PRICE: \$739.00 -- TAG/LOCATION: BC 36W	\$ 339.94	\$ 339.94
7	1.00	53K5628MPL MH PRIORITY,56WX28H,FULL HEIGHT MODESTY PANEL,RECESSED,LAMINATE MH = MOCHA CHERRY -- ITEM LIST PRICE: \$328.00 -- TAG/LOCATION: MP	\$ 150.88	\$ 150.88
8	1.00	53KE2415PUOBFFL 57_462 KS MH MH PRIORITY,24DX15W,UNDERSURF PEDESTAL,OPEN BACK,FF,LAMINATE 57_462 = GLEAM,CINDER KS = SPECIFY CORE SEPARATELY MH = MOCHA CHERRY MH = MOCHA CHERRY -- ITEM LIST PRICE: \$854.00 -- TAG/LOCATION: FF	\$ 392.84	\$ 392.84
9	1.00	53KE2436LFF2LL P 57_462 KS MH MH MH MH PRIORITY,24DX36H,LATERAL FILE,2 DRAWER,TFL P = 1/8" MOLDED VIN 57_462 = GLEAM,CINDER KS = SPECIFY CORE SEPARATELY MH = MOCHA CHERRY MH = MOCHA CHERRY MH = MOCHA CHERRY MH = MOCHA CHERRY -- ITEM LIST PRICE: \$1,191.00 -- TAG/LOCATION: 2D LF 36LL	\$ 547.86	\$ 547.86
10	1.00	53KE3015PUBBFL 57_462 KS MH MH PRIORITY,30DX15W,UNDERSURFACE PEDESTAL,BBF,LAMINATE 57_462 = GLEAM,CINDER KS = SPECIFY CORE SEPARATELY MH = MOCHA CHERRY MH = MOCHA CHERRY -- ITEM LIST PRICE: \$978.00 -- TAG/LOCATION: BBF	\$ 449.88	\$ 449.88





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Austin, TX 78758  
PH: 512-371-1232  
FX: 512-371-9155

## QUOTATION & CONTRACT

DATE	QUOTE #
08/10/21	
SALES REP	PAYMENT TERMS
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
11	1.00	[No Product Number] RDI -- ITEM LIST PRICE: \$300.00	\$ 300.00	\$ 300.00

**Child and Family Room Furnishings Subtotal: \$ 2,531.92**

**NOTES:** \*Storage of product for up to 2 weeks is included in the proposal cost. Storage commences the date the product is received.  
\*Additional storage will be calculated on a weekly basis and charged on a change order until the products leave the warehouse. Any outstanding storage change order older than 15 days will cause a hold on product release.  
\*\*Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.

WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

**Margaret Teinert**

Digitally signed by Margaret Teinert  
DN: cn=Margaret Teinert, o=Facilities Resource,  
Inc., ou, email=mteinert@fri-texas.com, c=US  
Date: 2021.08.18 15:04:37 -05'00'

Date 08/10/21

X  
General Sales

Facilities Resource Inc.

X

Date

Title

Williamson County

**SUBTOTAL \$2,531.92**

FREIGHT	\$0.00
DELIVERY/SET-UP	\$0.00
SALES TAX (0%)	\$0.00

**TOTAL \$2,531.92**

DEPOSIT REQUESTED \$0.00

**BALANCE \$2,531.92**



## TERMS AND CONDITIONS

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1. The Buyer's signature on a Facilities Resource, Inc. proposal or the issuance of a purchase order from the Buyer to Facilities Resource, Inc. constitutes acceptance and a binding purchase agreement for services. On all orders over \$1,000.00 a hard copy PO is requested.
2. Changes requested by Buyer subsequent to manufacturer acknowledgement are subject to Facilities Resource, Inc.'s ability to conform and upon factory approval. All such requests shall be delivered to Facilities Resource, Inc. in writing and accepted by Facilities Resource, Inc. in writing. Resulting additional charges shall be paid by the Buyer.
3. The Buyer warrants that the credit application and other financial statement submitted to Facilities Resource, Inc. are true and correct.
4. In the event construction delays or other causes not within Facilities Resource, Inc.'s control force postponement of the delivery and/or installation, the merchandise can be stored at a rate of \$24.00 per GMA pallet until installation will take place. The Buyer shall pay any demurrage charges incurred.
5. Client must hold property insurance for replacement value on merchandise stored in Facilities Resource, Inc. warehouse. FRI will not be responsible for damage due to fire, flood or any other uncontrolled circumstance, for client owned property stored in its warehouse and does not hold insurance for such.
6. Claims for damage in transit will be processed by Facilities Resource, Inc. and damaged merchandise shall be repaired or replaced to the reasonable satisfaction of the Buyer.
7. Wherein product deliveries and labor at site are affected by stairs and no other means (elevator or mechanical lift) of moving products is available, an additional fee will be applied.
8. Storage of product for up to (2) weeks is included in the proposal cost. Storage fees commence the date the product is received.
9. Additional Storage will be calculated on a weekly basis and charged on a change order until the product leaves the warehouse. Any storage change order out-standing more than (15) calendar days will cause a hold on the product release.
10. Delivery and installation will be made during Facilities Resource, Inc. regular business hours and according to the service schedule provided to the Buyer. Regular business hours are Monday – Friday, 7:00am – 5:00pm. Buyer will be billed for any additional labor costs resulting from overtime work performed at the Buyer's request. If the space provided is inadequate or requires excessive sorting or storage costs, Buyer shall reimburse Facilities Resource, Inc. for the cost of same. If the space provided is inconveniently located or on a floor different from the installation site, Buyer shall reimburse Facilities Resource, Inc. for the extra costs of transporting merchandise to and from storage. If the merchandise must be moved due to activity of other trades or other reasons, Buyer shall reimburse Facilities Resource, Inc. for the cost of same.
11. Facilities Resource, Inc. shall not be responsible for manufacturer's inability to meet their estimated ship dates. Estimated ship dates are for manufacturers time allowances only and do not include any time allowance for actual shipping and delivery of merchandise.
12. Buyer must keep the job site free and clear of debris before and during the installation. Hoisting or elevator service and adequate facilities for off-loading, staging, moving, and handling of merchandise must be provided by the Buyer and without charge to Facilities Resource, Inc. The Buyer is also responsible for securing all necessary building permits and licenses.
13. After arrival of the merchandise at the site, any loss or damage by weather, trades working at the site, or otherwise, shall be the responsibility of the Buyer.
14. Merchandise will be invoiced upon shipment from the manufacturer. Buyer agrees to pay each invoice within the 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.
15. Any controversy or claim arising out of or relating to this Contract or any breach thereof shall be settled in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof.
16. In the event of default under this agreement, the prevailing party shall be allowed to recover attorney fees in accordance with the determination of the court.
17. In no event shall either party be liable for any special indirect, consequential, incidental damages including, without limitation, damages for loss of business profits, business interruptions or loss of information, even if the other Party has been advised of the possibility of such damages.
18. Facilities Resource, Inc. will provide certificate of insurance acceptable to buyer and insurance that it maintains adequate workers compensation, general liability & property coverage at all times. If a waiver is requested as part of the insurance requirements, a \$350.00 fee per waiver will be charged.



19. Unless otherwise specified, all furniture is warranted by Facilities Resource, Inc. to be free from defects in materials and workmanship for the period of time each manufacturer provides on its product from date of delivery. Facilities Resource, Inc. will repair, adjust, or take corrective action on any problem free of charge within 30 days of purchase or manufacturers earliest notification. Manufacturer's warranties will apply with any charges for labor at the prevailing rates. It is expressly agreed that this warranty is in place and in lieu of all warranties of fitness and merchantability. All used or rental return merchandise is sold on an "AS IS" basis.
20. It shall be understood and agreed that during the term of this agreement and for a period of 12 (twelve) months, thereafter, the Buyer will not directly nor indirectly recruit and/or hire any employee of Facilities Resource, Inc., unless mutually agreed upon between Officers of the Buyer and Facilities Resource, Inc.
21. All additional costs listed above shall include a 25% administrative fee.
22. Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.
23. The above is the entire agreement between the Buyer and Facilities Resource, Inc. It may not be changed without mutual written authorization. These terms apply to the initial order and any subsequent orders.

I have read and understand all of the terms and conditions contained herein.

Agreed:

\_\_\_\_\_  
*Signature*

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

Margaret  
Teinert

Digitally signed by Margaret Teinert  
DN: cn=Margaret Teinert, o=Facilities  
Resource, Inc., ou, email=mtteinert@fri-  
texas.com, c=US  
Date: 2021.08.18 15:05:32 -05'00'

\_\_\_\_\_  
Facilities Resource, Inc.

08/10/2021

\_\_\_\_\_  
Date

**Commissioners Court - Regular Session****18.****Meeting Date:** 08/31/2021

District Attorney Colleen Taylor Furnishings

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the contract between Williamson County and Facilities Resources, Inc. for the purchase of furniture at the District Attorney's Office for the total amount of \$3,275.94 per the terms of the Omnia National contract number 2019-001896, and authorizing the execution of the contract.

**Background**

The purchase of this furniture will benefit the Colleen Taylor room at the District Attorney's office. The attached quote has detailed information regarding the type of furnishings to be purchased for a total of \$3,275.94. Legal and Contract Audit have reviewed this contract. The line item expenditure is 01.0999.0401.009007 and Grants 445P-445A 4.1. The Co-op contract is through Omnia National #2019-001896 and is valid through 4/30/2024. The point of contact is Grace Frias.

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**Fiscal Impact**

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

District Attorney Facilities Resources Redacted

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 08/23/2021

**Reviewed By**

Becky Pruitt

**Date**

08/23/2021 10:22 AM

Started On: 08/18/2021 08:04 AM



Facilities Resource Inc.  
11100 Metric Blvd  
Suite 450  
Austin, TX 78758  
PH: 512-371-1232  
FX: 512-371-9155

## QUOTATION & CONTRACT

DATE	QUOTE #
08/10/21	
SALES REP	PAYMENT TERMS
General Sales	Per Contract

### BILL TO:

Tom Stanfield  
Williamson County  
710 S. Main Street  
Georgetown, TX 78626-5703

PH: 512.943.1636  
C: 512.818.4180

### CUSTOMER PURCHASE ORDER

### FINAL LOCATION:

Tom Stanfield  
District Attorney's Office  
Williamson County  
Colleen Taylor  
405 Martin Luther King Jr. Street  
Georgetown, TX 78626-4901

PH: 512.943.1636  
C: 512.818.4180

### SUMMARY INFORMATION

OMNIA Partners Contracts:  
Kimball Furniture: 2019.001896

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
<b>Colleen Taylor Furnishings</b>				
1		Colleen Taylor Furnishings -- ITEM LIST PRICE: \$6,699.00		
2	4.00	KCCB004 CSGDS,LOCK CORE-BLK,BLK HNGD KEY,KEY 004 -- ITEM LIST PRICE: \$28.00	\$ 12.88	\$ 51.52
3	1.00	53K2460WSSLL E P X MH MH PRIORITY,24DX60W,SURFACE,RECTANGLE,TFL E = APPLICATION: EXTENSION P = RIM PROFILE: 1/8" MOLDED VIN X = WORKSURFACE GROMMET: NO GROMMET MH = SURFACE LAMINATE COLOR: MOCHA CHERRY MH = VIN RIM COLOR: MOCHA CHERRY -- ITEM LIST PRICE: \$333.00	\$ 153.18	\$ 153.18
4	1.00	53K3028EPL MH PRIORITY,30DX28H,END PANEL,LAMINATE MH = MOCHA CHERRY -- ITEM LIST PRICE: \$255.00 -- TAG/LOCATION: EP	\$ 117.30	\$ 117.30
5	1.00	53K3028MPHL X MH PRIORITY,30WX28H,HINGED MODESTY PANEL,LAMINATE X = NO GROMMET MH = MOCHA CHERRY -- ITEM LIST PRICE: \$266.00 -- TAG/LOCATION: MP	\$ 122.36	\$ 122.36



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## QUOTATION & CONTRACT

DATE	QUOTE #
08/10/21	
SALES REP	PAYMENT TERMS
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
6	1.00	53K3060WSSLL P X MH MH PRIORITY,30DX60W,SURFACE,RECTANGLE,TFL P = 1/8" MOLDED VIN X = NO GROMMET MH = MOCHA CHERRY MH = MOCHA CHERRY -- ITEM LIST PRICE: \$358.00 -- TAG/LOCATION: PRIORITY	\$ 164.68	\$ 164.68
7	1.00	53K3638BCOL MH PRIORITY,36WX38H,BOOKCASE,SET ON SURFACE,OPEN,LAMINATE MH = MOCHA CHERRY -- ITEM LIST PRICE: \$739.00 -- TAG/LOCATION: BC 36W	\$ 339.94	\$ 339.94
8	1.00	53K4428MPL MH PRIORITY,44WX28H,FULL HEIGHT MODESTY PANEL,RECESSED,LAMINATE MH = MOCHA CHERRY -- ITEM LIST PRICE: \$289.00 -- TAG/LOCATION: MP	\$ 132.94	\$ 132.94
9	1.00	53KE2415PUBBFL 57_462 KS MH MH PRIORITY,PEDESTAL,UNDERSURFACE,BBF,LAMINATE 57_462 = GLEAM,CINDER KS = SPECIFY CORE SEPARATELY MH = MOCHA CHERRY MH = MOCHA CHERRY -- ITEM LIST PRICE: \$921.00 -- TAG/LOCATION: BBF	\$ 423.66	\$ 423.66
10	1.00	53KE2415PUFFL 57_462 KS MH MH PRIORITY,24DX15W,UNDERSURFACE PEDESTAL,FF,LAMINATE 57_462 = GLEAM,CINDER KS = SPECIFY CORE SEPARATELY MH = MOCHA CHERRY MH = MOCHA CHERRY -- ITEM LIST PRICE: \$897.00 -- TAG/LOCATION: FF	\$ 412.62	\$ 412.62
11	1.00	53KE2436LFF2LL P 57_462 KS MH MH MH MH PRIORITY,24DX36H,LATERAL FILE,2 DRAWER,TFL P = 1/8" MOLDED VIN 57_462 = GLEAM,CINDER KS = SPECIFY CORE SEPARATELY MH = MOCHA CHERRY MH = MOCHA CHERRY MH = MOCHA CHERRY	\$ 547.86	\$ 547.86



Facilities Resource Inc.  
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Suite 450  
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## QUOTATION & CONTRACT

DATE	QUOTE #
08/10/21	
SALES REP	PAYMENT TERMS
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		MH = MOCHA CHERRY -- ITEM LIST PRICE: \$1,191.00 -- TAG/LOCATION: 2D LF 36LL		
12	1.00	53KE3015PUBBFL 57_462 KS MH MH PRIORITY,30DX15W,UNDERSURFACE PEDESTAL,BBF,LAMINATE 57_462 = GLEAM,CINDER KS = SPECIFY CORE SEPARATELY MH = MOCHA CHERRY MH = MOCHA CHERRY -- ITEM LIST PRICE: \$978.00 -- TAG/LOCATION: BBF	\$ 449.88	\$ 449.88
13	1.00	[No Product Number] RDI -- ITEM LIST PRICE: \$360.00	\$ 360.00	\$ 360.00

**Colleen Taylor Furnishings Subtotal: \$ 3,275.94**

**NOTES:** \*Storage of product for up to 2 weeks is included in the proposal cost. Storage commences the date the product is received.  
\*Additional storage will be calculated on a weekly basis and charged on a change order until the products leave the warehouse. Any outstanding storage change order older than 15 days will cause a hold on product release.  
\*\*Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.

WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

X \_\_\_\_\_ Date 08/10/21  
General Sales  
Facilities Resource Inc.

X \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Williamson County

<b>SUBTOTAL</b>	<b>\$3,275.94</b>
FREIGHT	\$0.00
DELIVERY/SET-UP	\$0.00
SALES TAX (0%)	\$0.00
<b>TOTAL</b>	<b>\$3,275.94</b>
DEPOSIT REQUESTED	\$0.00
<b>BALANCE</b>	<b>\$3,275.94</b>





## TERMS AND CONDITIONS

---

1. The Buyer's signature on a Facilities Resource, Inc. proposal or the issuance of a purchase order from the Buyer to Facilities Resource, Inc. constitutes acceptance and a binding purchase agreement for services. On all orders over \$1,000.00 a hard copy PO is requested.
2. Changes requested by Buyer subsequent to manufacturer acknowledgement are subject to Facilities Resource, Inc.'s ability to conform and upon factory approval. All such requests shall be delivered to Facilities Resource, Inc. in writing and accepted by Facilities Resource, Inc. in writing. Resulting additional charges shall be paid by the Buyer.
3. The Buyer warrants that the credit application and other financial statement submitted to Facilities Resource, Inc. are true and correct.
4. In the event construction delays or other causes not within Facilities Resource, Inc.'s control force postponement of the delivery and/or installation, the merchandise can be stored at a rate of \$24.00 per GMA pallet until installation will take place. The Buyer shall pay any demurrage charges incurred.
5. Client must hold property insurance for replacement value on merchandise stored in Facilities Resource, Inc. warehouse. FRI will not be responsible for damage due to fire, flood or any other uncontrolled circumstance, for client owned property stored in its warehouse and does not hold insurance for such.
6. Claims for damage in transit will be processed by Facilities Resource, Inc. and damaged merchandise shall be repaired or replaced to the reasonable satisfaction of the Buyer.
7. Wherein product deliveries and labor at site are affected by stairs and no other means (elevator or mechanical lift) of moving products is available, an additional fee will be applied.
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10. Delivery and installation will be made during Facilities Resource, Inc. regular business hours and according to the service schedule provided to the Buyer. Regular business hours are Monday – Friday, 7:00am – 5:00pm. Buyer will be billed for any additional labor costs resulting from overtime work performed at the Buyer's request. If the space provided is inadequate or requires excessive sorting or storage costs, Buyer shall reimburse Facilities Resource, Inc. for the cost of same. If the space provided is inconveniently located or on a floor different from the installation site, Buyer shall reimburse Facilities Resource, Inc. for the extra costs of transporting merchandise to and from storage. If the merchandise must be moved due to activity of other trades or other reasons, Buyer shall reimburse Facilities Resource, Inc. for the cost of same.
11. Facilities Resource, Inc. shall not be responsible for manufacturer's inability to meet their estimated ship dates. Estimated ship dates are for manufacturers time allowances only and do not include any time allowance for actual shipping and delivery of merchandise.
12. Buyer must keep the job site free and clear of debris before and during the installation. Hoisting or elevator service and adequate facilities for off-loading, staging, moving, and handling of merchandise must be provided by the Buyer and without charge to Facilities Resource, Inc. The Buyer is also responsible for securing all necessary building permits and licenses.
13. After arrival of the merchandise at the site, any loss or damage by weather, trades working at the site, or otherwise, shall be the responsibility of the Buyer.
14. Merchandise will be invoiced upon shipment from the manufacturer. Buyer agrees to pay each invoice within the 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.
15. Any controversy or claim arising out of or relating to this Contract or any breach thereof shall be settled in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof.
16. In the event of default under this agreement, the prevailing party shall be allowed to recover attorney fees in accordance with the determination of the court.
17. In no event shall either party be liable for any special indirect, consequential, incidental damages including, without limitation, damages for loss of business profits, business interruptions or loss of information, even if the other Party has been advised of the possibility of such damages.
18. Facilities Resource, Inc. will provide certificate of insurance acceptable to buyer and insurance that it maintains adequate workers compensation, general liability & property coverage at all times. If a waiver is requested as part of the insurance requirements, a \$350.00 fee per waiver will be charged.



19. Unless otherwise specified, all furniture is warranted by Facilities Resource, Inc. to be free from defects in materials and workmanship for the period of time each manufacturer provides on its product from date of delivery. Facilities Resource, Inc. will repair, adjust, or take corrective action on any problem free of charge within 30 days of purchase or manufacturers earliest notification. Manufacturer's warranties will apply with any charges for labor at the prevailing rates. It is expressly agreed that this warranty is in place and in lieu of all warranties of fitness and merchantability. All used or rental return merchandise is sold on an "AS IS" basis.
20. It shall be understood and agreed that during the term of this agreement and for a period of 12 (twelve) months, thereafter, the Buyer will not directly nor indirectly recruit and/or hire any employee of Facilities Resource, Inc., unless mutually agreed upon between Officers of the Buyer and Facilities Resource, Inc.
21. All additional costs listed above shall include a 25% administrative fee.
22. Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.
23. The above is the entire agreement between the Buyer and Facilities Resource, Inc. It may not be changed without mutual written authorization. These terms apply to the initial order and any subsequent orders.

I have read and understand all of the terms and conditions contained herein.

Agreed:

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
Facilities Resource, Inc.

\_\_\_\_\_  
08/10/2021  
*Date*

**Commissioners Court - Regular Session****19.****Meeting Date:** 08/31/2021

Award RFP #T4166 Bank Depository

**Submitted For:** Joy Simonton**Submitted By:** Brenda Fuller,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding RFP #T4166, for Bank Depository to Wells Fargo Bank N.A. for the Williamson County Treasurer's Office and authorizing the execution of the agreement.

**Background**

Approval of this item will support the operations of the Williamson County Treasurer's Office. The Purchasing Department solicited sealed proposals for RFP #4166 Bank Depository. After receiving three (3) responses to the Bank Depository RFP, the evaluation committee recommends the contract be awarded to Wells Fargo Bank, N.A. The committee concluded that Wells Fargo offered the best combination of ability to meet service requirements, experience and price. Legal and Contract Audit have approved the contract. Department contact is Scott Heselmeyer. Budget approved line item is 0100.0497.004219.

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**Fiscal Impact**

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

Bank Depository Contract

Evaluation Matrix

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Brenda Fuller

Final Approval Date: 08/26/2021

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

08/26/2021 11:25 AM

08/26/2021 11:26 AM

Started On: 08/26/2021 08:54 AM

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

§  
§

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**SERVICES CONTRACT  
(BANKDEPOSITORY AND/OR  
BANK SUB-DEPOSITORY)  
(RFP T4166)**

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THIS CONTRACT (sometimes referred to herein as the/this "contract" or the/this "agreement") 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 **Wells Fargo Bank, National Association**, (hereinafter "Bank"). The County agrees to engage Bank as an independent contractor, to assist in providing certain depository and banking services pursuant to the following terms, conditions, and restrictions:

**I.**

**No Agency Relationship:** It is understood and agreed that Bank shall not in any sense be considered a partner or joint venture with The County, nor shall Bank 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. Bank 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.

**II.**

**No Waiver of Sovereign Immunity or Powers & Indemnification:** Except for the express contractual obligations of The County set forth herein, nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge. During the term of the contract, Bank will indemnify, defend and hold harmless the County and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all claims, losses, demands, liability, judgments, awards, interest, attorney's fees and costs (collectively, "Losses") arising out of, resulting from or relating to the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional acts or omissions of Bank or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Party. In no event will Bank be liable for any indirect, special, exemplary, consequential or punitive damages, whether or not the likelihood of such damages was known to Bank, and regardless of the form of the claim or action or the legal theory on which it is based.

### III.

**Assignment:** Bank understands that assignment of this contract by Bank may result in termination by The County pursuant to paragraph X below.

### IV.

**Compliance With All Laws:** Bank will comply in all material respects with any and all applicable local, state or federal requirements with respect to the services rendered.

### V.

**Consideration and Compensation:** Bank will be compensated based on a fixed schedule of fees and costs as set forth in Bank's response and proposal to RFP T4166 issued July 12, 2021 ("RFP T4166"), which is incorporated herein as if copied in full. Pursuant to Texas law, payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

### VI.

**Services:** Bank shall provide services *as an independent contractor* pursuant to terms of this agreement. Bank expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

1. **As described in the attached RFP T4166, which is incorporated herein as if copied in full;**
2. **Bank's Response to RFP T4166, which is incorporated herein as if copied in full;**
3. **The Wells Fargo Commercial Account Agreement Effective August 3, 2021, which is incorporated herein as if copied in full;**
4. **The Wells Fargo Master Agreement for Treasury Management Services, which is incorporated herein as if copied in full; and**

5. **The Wells Fargo's Service Descriptions pertaining to specific treasury management services.**

## VII.

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

1. **As described in the attached RFP T4166, which is incorporated herein as if copied in full;**
2. **Bank's Response to RFP T4166, which is incorporated herein as if copied in full;**
3. **The Wells Fargo Commercial Account Agreement Effective August 3, 2021, which is incorporated herein as if copied in full; and**
4. **The Wells Fargo Master Agreement for Treasury Management Services, which is incorporated herein as if copied in full.**
5. **The Wells Fargo's Service Descriptions pertaining to specific treasury management services.**

In the event there is any express conflict between this contract and any of the above-referenced contract documents/exhibits or incorporated documents, the terms of this contract shall take precedence and govern.

## VIII.

**Good Faith:** Bank agrees to act in good faith in the performance of this agreement.

## IX.

**Confidentiality:** Bank expressly agrees that he or she will not use any incidental confidential information of the County that may be obtained while working in a governmental setting for his or her own benefit except as necessary in connection with services provided hereunder, and agrees that he or she will not enter any unauthorized areas or access confidential information on any County technology system without authorization, and he or she will not disclose any confidential information of the County to unauthorized third parties, and will take care to guard the security of the information at all times. Notwithstanding the foregoing, Bank may disclose confidential information of the County: (i) to federal and state bank examiners, and other regulatory officials having jurisdiction over Bank; (ii) to Bank's representatives (including, without limitation, all other banks and companies affiliated with Wells Fargo & Company, and their legal counsel,

auditors, and other professional advisors retained by Bank or its affiliates who need to know the confidential information in connection with the services provided hereunder), (iii) a required by law or legal process; and (iv) as otherwise authorized in writing by the County. For purposes of this paragraph IX, confidential information of the County does not include information that: (a) is or becomes generally available to the public other than as a result of an unauthorized disclosure by Bank or its representatives; (b) is or becomes available to Bank from a source not known to Bank to be under an obligation of confidentiality to the County; or (c) is independently developed by Bank without the use of confidential information of the County.

## X.

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

## XI.

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

## XII.

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall terminate when terminated pursuant to paragraph X above and the parties will seek to continue reasonable mutually agreed fees and rates as contemplated by RFP T4166 and Bank's Response thereto.

## XIII.

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

## XIV.

**Right to Audit:** Bank agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement and promptly upon request and in accordance with Bank's policies, be provided true and accurate copies of any and all books, documents, papers and records of Bank which are directly pertinent to the services to be performed under this Agreement for the purposes of verifying the accuracy of amounts charged or compliance with contractual financial or record-keeping requirements.



**XV.**

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

WITNESS the signatures of all parties in duplicate originals this \_\_\_\_ day of August 2021.

**WILLIAMSON COUNTY:**

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

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

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

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION:**

By: 

Name: Andrew B. Deskins

Title: Senior Vice President

## T4166 Bank Depository Evaluation

## Submitted Proposers:

Evaluation Criteria	Wells Fargo	Frost	JP Morgan
Past and Prospective Financial Condition -20pts	20	20	20
Experience and Ability to Meet Service Requirements-40pts	27	15	19
Total Cost of Services-30pts	24.2	18	30
Net Rate of Return on County Funds-10pts	5	5	5
Total Pts:  Place:	76.2	58	74
	1	3	2

Total Cost of Services calculated formula: Low Bid divided by a Bid x Criteria Points=score

**Commissioners Court - Regular Session****20.****Meeting Date:** 08/31/2021

CLEAR

**Submitted For:** Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action to approve a new 36-month term agreement with Thomas Reuters for CLEAR Proflex with preferred pricing for legal and judicial research for various county offices.

**Background**

This includes 20 users from the District Attorney's Office, County Judge's Office, Justice of the Peace Pct 1, and Constable Pct 4.

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**Fiscal Impact**

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

Clear

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 11:24 AM

Started On: 08/25/2021 02:27 PM



THOMSON REUTERS®

**Order Form****Order ID:**Contact your representative [vindhya.ganhewa@thomsonreuters.com](mailto:vindhya.ganhewa@thomsonreuters.com) with any questions. Thank you.**Subscriber Information****Sold To Account Address**Account #: [REDACTED]  
WILLIAMSON COUNTY DISTRICT  
ATTORNEY  
PROFLEX LOCATION  
405 MARTIN LUTHER KING ST STE 1  
GEORGETOWN TX 78626-4900 US

"Customer"

**Shipping Address**Account #: [REDACTED]  
WILLIAMSON COUNTY DISTRICT  
ATTORNEY  
PROFLEX LOCATION  
405 MARTIN LUTHER KING ST STE  
1  
GEORGETOWN TX 78626-4900 US**Billing Address**Account #: [REDACTED]  
WILLIAMSON COUNTY DISTRICT  
ATTORNEY  
PROFLEX LOCATION  
405 MARTIN LUTHER KING ST STE 1  
GEORGETOWN, TX 78626-4900 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Customer means "Subscriber", "you", "my" or "I". Subscription terms, if any, follow the ordering grids below

**Clear Fixed Rate / Window Products****ProFlex Products**  
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
[REDACTED]	CLEAR Proflex	\$2,404.00	36

**Minimum Terms**

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form. You are also responsible for all Excluded Charges as defined below.

**Post Minimum Terms**

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Miscellaneous**

**Thomson Reuters General Terms and Conditions**, apply to all products ordered including ebooks, and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Thomson Reuters General Terms and Conditions for Federal Subscribers** is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during

the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**CLEAR Fixed Rate Usage :** If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

**Batch Usage :** If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

**Existing Vigilant Subscribers:** We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

**Enterprise Law Enforcement Subscribers:** You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

**CLEAR Subscribers via an Alliance Partner.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

**. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)**



I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

#### **Additional Order Form Terms and Conditions**

##### **Government Non Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: [REDACTED]

##### **ACKNOWLEDGEMENT [REDACTED]**

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

\_\_\_\_\_  
Signature of Authorized Representative for order

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

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This Order Form will expire and will not be accepted after 10/22/2021 CT.



THOMSON REUTERS™

**Attachment****Order ID:**Contact your representative [vindhya.ganhewa@thomsonreuters.com](mailto:vindhya.ganhewa@thomsonreuters.com) with any questions. Thank you.

Order ID:

**Payment, Shipping and Contact Information****Payment Method:**

Payment Method: Bill to Account

Account Number:

**Order Confirmation Contact (#28)**

Contact Name: Schiele, Andrea

Email: [andrea.schiele@wilco.org](mailto:andrea.schiele@wilco.org)**ProFlex Multiple Location Details**

Account Number	Account Name	Account Address	Action
	WILLIAMSON COUNTY DISTRICT ATTORNEY	405 MARTIN LUTHER KING ST STE 1 GEORGETOWN TX 78626-4900 US	New
	WILLIAMSON CTY JUSTICE OF THE PEACE	1801 E OLD SETTLERS BLVD STE 100 ROUND ROCK TX 78664-1908 US	New
	WILLIAMSON COUNTY	412 VANCE ST STE 3 TAYLOR TX 76574-3507 US	New
	WILLIAMSON COUNTY JUDGE	710 S MAIN ST STE 101 GEORGETOWN TX 78626-5701 US	New

**ProFlex Product Details**

Quantity	Unit	Service Material #	Description
1	Each		CLEAR Proflex
20	Seats		CLEAR for Government Fraud

**Account Contacts**

Contact Name	Email Address	Customer Type Description
Andrea Schiele	<a href="mailto:andrea.schiele@wilco.org">andrea.schiele@wilco.org</a>	CLEAR PRIMARY CONT
Rebecca Pruitt	<a href="mailto:becky.pruitt@wilco.org">becky.pruitt@wilco.org</a>	EML PSWD CONTACT

**IP Address Information**

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address

Sub Material	Quantity	Active Subscription to be Lapsed
	37	CLEAR for Government Fraud
	1	CLEAR Proflex

**Charges During Minimum Term**

Material #	Product Name	Year 1 Monthly Charges	% Incr Yr1-Yr2	Year 2 Monthly Charges	% Incr Yr2-Yr3	Year 3 Monthly Charges	% Incr Yr3-Yr4	Year 4 Monthly Charges	% Incr Yr4-Yr5	Year 5 Monthly Charges
	CLEAR Proflex	\$2,404.00	3.00%	\$2476.12	3.00 %	\$2550.40	N/A	\$N/A	N/A	\$N/A

**Charges During Minimum Term**

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.



**Commissioners Court - Regular Session****21.****Meeting Date:** 08/31/2021

Thomson Reuters Westlaw Agreement for Williamson County General Counsel

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the agreement between Thomson Reuters and Williamson County for a Westlaw Proflex Subscription pursuant to DIR-LGL-CALIR-02 in the amount of \$5,949.18 per month, for 36 months, and authorize execution of the agreement.

**Background**

The approval of this item will benefit the operations of the Williamson County General Counsel Office by providing access to caselaw and cutting-edge research tools. The attached agreement contains more detailed information regarding the subscription. This additional subscription level is being added due to the additional staff member in the General Counsel's Office. The total monthly charge is \$5,949.18. The agreement is for a term of 36 months. The Department point of contact is Andrea Schiele. The line item expenditure being charged is 01.0350.0680.003030.

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**Fiscal Impact**

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

General Counsel Thomson Reuters Agreement

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**Form Review****Inbox****Reviewed By****Date**

Purchasing (Originator)

Joy Simonton

08/26/2021 11:53 AM

County Judge Exec Asst.

Becky Pruitt

08/26/2021 11:54 AM

Form Started By: Mary Watson

Started On: 08/25/2021 08:09 AM

Final Approval Date: 08/26/2021



## Order Form

**Order ID:** [REDACTED]

Contact your representative [william.lavelle@thomsonreuters.com](mailto:william.lavelle@thomsonreuters.com) with any questions. Thank you.

**Sold To Account Address**

Account #: [REDACTED]  
WILLIAMSON COUNTY  
ANDREA SCHIELE  
710 S MAIN ST STE 101  
GEORGETOWN TX 78626-5701 US

“Customer”

**Shipping Address**

Account #: [REDACTED]  
WILLIAMSON COUNTY  
ANDREA SCHIELE  
710 S MAIN ST STE 101  
GEORGETOWN TX 78626-5701 US

**Billing Address**

Account #: [REDACTED]  
WILLIAMSON COUNTY  
ANDREA SCHIELE  
710 S MAIN ST STE 101  
GEORGETOWN, TX 78626-5701 US

This Order Form is a legal document between West Publishing Corporation and Customer. West Publishing Corporation also means “West”, “we” or “our” and Customer means “Subscriber”, “you”, or “I”. Subscription terms, if any, follow the ordering grids below.

**ProFlex Modification**

Material #	Product	Agreement #	New Monthly Charges
[REDACTED]	West Proflex	[REDACTED]	\$5,949.18

This Order Form modifies the current order form for the products listed above (“Original Order Form”). The terms of this modification will be effective on the date we process the modification. The Monthly Charges will increase to new Monthly Charges identified in the New Monthly Charges column and will begin billing the first of the month following processing. All other terms and conditions of the Original Order Form including, but not limited to, annual monthly charges increases and the length of the term remain unchanged.

If this modification is of a ProFlex under a current WestPack, this Order Form serves as a modification of the Principal product.

If you are licensing banded products, you certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

**Miscellaneous**

**Applicable Law.** If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys’ fees.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate (“Excluded Charges”). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

**Acknowledgement: Order ID:** XXXXXXXXXX

\_\_\_\_\_  
**Signature of Authorized Representative for order**

\_\_\_\_\_  
**Title**

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

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

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This Order Form will expire and will not be accepted after 10/12/2021.



## Attachment

**Order ID:**

Contact your representative [william.lavelle@thomsonreuters.com](mailto:william.lavelle@thomsonreuters.com) with any questions.  
Thank you.

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account

Account Number: [REDACTED]

SA ID: TX CALIR MSA-WEST DIR-LGL-CALIR-02 (TXMS)

**Order Confirmation Contact (#28)**

Contact Name: Schiele, Andi

Email: [aschiele@wilco.org](mailto:aschiele@wilco.org)**eBilling Contact**

Contact Name Andi Schiele

Email [aschiele@wilco.org](mailto:aschiele@wilco.org)**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

### ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
[REDACTED]	WILLIAMSON COUNTY	710 S MAIN ST STE 101 GEORGETOWN TX 78626-5701 US	Existing

### Modifications to ProFlex

Material Number	Product Title	Agreement Number	Quantity	Unit	Subscription Type
40757482 40757481	West Proflex	[REDACTED]	1	Each	Exist
41935298 41935299	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)	[REDACTED]	18	Attorneys	Exist
41933475 41933477	Westlaw Litigation Collection, Enterprise access, Government	[REDACTED]	18	Attorneys	Exist
42510228 42510229	Westlaw Edge National Primary Law, Enterprise access, Government	[REDACTED]	18	Attorneys	Exist
42077755 42077754	Westlaw All Analytical, Enterprise access, Government	[REDACTED]	18	Attorneys	Exist

### Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description

**Commissioners Court - Regular Session****22.****Meeting Date:** 08/31/2021

Constable Pct. 1 Agreement with TransUnion Risk and Alternative Data Solutions, Inc.

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving an agreement between TransUnion Risk and Alternative Data Solutions, Inc. and Williamson County for a research database subscription in the amount of \$280 per month, and authorizing execution of the agreement.

**Background**

Approval of this agreement will support the operations of the Williamson County Constable Precinct 1's office. TransUnion will provide real time data that is updated daily to help locate persons, assets, and addresses with support through Social Media Search, Reverse Phone Lookup, Real-time Phone Carrier Search, and more. The attached supplement provides additional detail. The subscription will be on a month-to-month basis which can be terminated at anytime prior to the beginning of the subsequent month's billing cycle. The monthly billing rate is \$280.00 for a yearly total of \$3,360.00 per fiscal year. The department contact is Lt. Patrick Youngren. The line item expenditure for this charge is 01.0100.0551.004210.

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**Fiscal Impact**

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

TransUnion Redacted Agreement Pct 1

TransUnion Agreement PCT 1

PCT 1 TransUnion Terms

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 08/26/2021

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

08/26/2021 11:39 AM

08/26/2021 11:41 AM

Started On: 08/23/2021 12:49 PM



### **PRICING SUPPLEMENT**

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the below-identified Agency ("Agency"). The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
2. **Fees and Charges.** Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings given to them in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank.

Signature page follows on the attached Pricing Sheet.]



## PRICING SHEET to Pricing Supplement

<p><b>“Agency”:</b> <u>Williamson County Precinct One Constables Office</u></p> <p><b>Agency ID:</b> <u>[REDACTED]</u></p> <p><b>TRADS Services:</b> <u>TLOxp® Online – Non-Batch LE Flat Rate.</u></p> <p><b>Effective Date:</b> <u>10/01/2021</u></p> <p><b>Supplement Term:</b> <u>12</u> month(s) without auto-renewal.</p>	<p><b>“Monthly Fee”:</b> <u>\$ 280.00</u></p> <p><b>“Number of Monthly Transactions”:</b> <u>500</u></p> <p>The Monthly Fee includes the Number of Monthly Transactions, subject to the Excluded Items. Should Agency not submit the Number of Monthly Transactions, Agency shall not receive a refund of the Monthly Fee(s) paid. Unused Number of Monthly Transactions do not rollover into a subsequent month.</p>		
<p><b>INCLUDED SEARCHES AND REPORTS:</b></p> <p>The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, with the exception of the searches and reports listed below (“Excluded Items”), unless checked, in which case, the checked items are included in the Monthly Fee.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Social Media Comprehensive Report  <input checked="" type="checkbox"/> Social Media Basic Search  <input checked="" type="checkbox"/> Super Reverse Phone Lookup  <input checked="" type="checkbox"/> Relationship Report  <input checked="" type="checkbox"/> Real-Time Phone Carrier Search  <input type="checkbox"/> Real-Time Incarcerations &amp; Arrests Search </td> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Comprehensive Report – Person  <input checked="" type="checkbox"/> Comprehensive Report – Business  <input checked="" type="checkbox"/> Locate/Asset Report  <input checked="" type="checkbox"/> Address Report  <input checked="" type="checkbox"/> Phone Report </td> </tr> </table> <p>The Excluded Items are subject to TRADS’ then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency’s data access rights. The fees and charges for Excluded Items shall be in addition to the Monthly Fee. TRADS reserves the right to exclude (as Excluded Items) future released searches and/or reports from the Monthly Fee.</p>		<input type="checkbox"/> Social Media Comprehensive Report <input checked="" type="checkbox"/> Social Media Basic Search <input checked="" type="checkbox"/> Super Reverse Phone Lookup <input checked="" type="checkbox"/> Relationship Report <input checked="" type="checkbox"/> Real-Time Phone Carrier Search <input type="checkbox"/> Real-Time Incarcerations & Arrests Search	<input checked="" type="checkbox"/> Comprehensive Report – Person <input checked="" type="checkbox"/> Comprehensive Report – Business <input checked="" type="checkbox"/> Locate/Asset Report <input checked="" type="checkbox"/> Address Report <input checked="" type="checkbox"/> Phone Report
<input type="checkbox"/> Social Media Comprehensive Report <input checked="" type="checkbox"/> Social Media Basic Search <input checked="" type="checkbox"/> Super Reverse Phone Lookup <input checked="" type="checkbox"/> Relationship Report <input checked="" type="checkbox"/> Real-Time Phone Carrier Search <input type="checkbox"/> Real-Time Incarcerations & Arrests Search	<input checked="" type="checkbox"/> Comprehensive Report – Person <input checked="" type="checkbox"/> Comprehensive Report – Business <input checked="" type="checkbox"/> Locate/Asset Report <input checked="" type="checkbox"/> Address Report <input checked="" type="checkbox"/> Phone Report		
<p><b>TRANSACTIONAL OVERAGE PRICING:</b></p> <p>Transactions exceeding the Number of Monthly Transactions are subject to TRADS’ then-current fees and charges on a per Transaction basis, except as specified otherwise below (“Transactional Overage Pricing”) and subject to Agency’s data access rights. Transactional Overage Pricing is in addition to the Monthly Fee.</p>			
<p>“Transactions” means any information returned by TRADS in response to a search query (whether in the form of search results or a report).</p>			

Agency acknowledges and agrees that Agency’s signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Acknowledged and agreed to by:

Williamson County Precinct One Constables Office

Agency Name (“Agency”)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name of Authorized Signer

Acct#: [REDACTED]

SS Rep: \_\_\_\_\_

Non\_AutoRenewal\_Non Batch LE Flat Rate Bundled

Version: 12.31.2020

CONFIDENTIAL

Page 2 of 2



**TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.**  
**SUBSCRIBER AGREEMENT & APPLICATION**

**Application: Must be completed in its entirety.**

<b>Company</b>	
Name of Company or Agency ("Subscriber"): Williamson County Constable Pct. 1 DBA:	
Federal Employee Identification Number (FEIN):	
Physical Address: 1801 E. Old Settlers BLVD #105 Round Rock, TX 78664	
Phone Number: 512-244-8650	Number of Employees: 13
Type of Business (LLC, C-Corp, S-Corp):	Industry: Law Enforcement
Web Site Address: <a href="http://www.wilco.org/Elected-Officials/Constables/One">www.wilco.org/Elected-Officials/Constables/One</a>	
Business/Profession License # (if applicable): Please provide copy of license	

<b>Primary Administrator</b>	(The person responsible for managing your account on behalf of the Company.)
Name: Patrick Youngren	Title: Lieutenant
Address (if not Headquarters):	
Direct Phone #: 512-244-8658	Cell Phone #:
E-mail Address: <a href="mailto:Patrick.Youngren@wilco.org">Patrick.Youngren@wilco.org</a>	

**Subscriber Agreement:**

This Subscriber Agreement ("Agreement") is entered into as of the date indicated below, by and between Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS"), effective on the date of the approval of the foregoing Application by TRADS.

- Subscriber understands and agrees that TRADS **offers public record products** and other products and services ("TRADS Services") that may contain sensitive information that is governed by various state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which, and without limitation, the Subscriber certifies to comply, where applicable.
- TRADS is not a "consumer reporting agency," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") and TRADS Services do not constitute "consumer report(s)," as defined by FCRA. TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other purpose contemplated by the FCRA.
- TRADS may make a reasonable number of TRADS Services available to the Subscriber on a trial basis free of charge until the earlier of (a) seven (7) calendar days or as otherwise agreed to by TRADS in writing or (b) 300 transactions or (c) the start date of purchased TRADS Services ordered by Subscriber. Subscriber access to TRADS Services during any such free trial shall be subject to all the terms of your Subscriber Agreement and the online Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within twenty (20) days of the date of each invoice.
- Either party may terminate this Agreement at any time upon notice to the other party.
- This Agreement, the attachments, if any, and the online Terms and Conditions, all incorporated by reference, constitute the entire agreement between Subscriber and TRADS. Terms and Conditions may be found at <http://www.TLO.com/termsandconditions>.

**AUTHORIZATION AND ACCEPTANCE OF TERMS**

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the online Terms and Conditions. I certify that I am authorized to execute this Agreement on behalf of the Subscriber and the statements I have provided in this Agreement are true and correct.

Name of Company or Agency ("Subscriber"): Williamson County Constable Pct. 1 DBA:	
Authorized Signature:	DATE:
Print Name of Authorized Signer:	TITLE:



# Subscriber Agreement Additional Terms and Conditions

These Terms and Conditions are incorporated by reference into the Subscriber Agreement. The Subscriber Agreement, attachments thereto, and these Terms and Conditions (collectively the “Agreement,” as may be amended, supplemented and/or modified from time to time), constitute the entire agreement between Subscriber and TRADS. Failure to abide by the terms of the Agreement may result in immediate suspension and/or termination of your access to and use of the TRADS Services, in TRADS’ sole discretion.

## 1. Restricted License

TransUnion Risk and Alternative Data Solutions, Inc. (“TRADS”) grants to Subscriber and the persons that Subscriber permits to access the TRADS Services, as well as, where applicable, persons permitted access by such persons (“Permitted Users”) a restricted personal, non-exclusive, non-transferable, non-sublicenseable, revocable license to obtain and use the TRADS Services and the information derived from the TRADS Services (“Services Information”). Subscriber agrees its and its Permitted Users’ use of the TRADS Services and Services Information will comply with the Subscriber Agreement, these Terms and Conditions, and all applicable laws, rules, regulations and regulatory directives. The terms “Subscriber” and “TRADS Services” as used herein are defined in the underlying Subscriber Agreement.

Upon termination of the Subscriber Agreement, Subscriber shall immediately cease use of the TRADS Services and Services Information and promptly (no later than within 3 business days) return to TRADS or purge and destroy the Services Information taking measures in accordance with industry standards to protect against unauthorized access to or use of the Services Information, including, but not limited to, purge and destruction being undertaken in a manner that renders same completely non-reconstructible, unusable, and undecipherable. Upon request, Subscriber shall certify in writing to TRADS that such purge and destruction has occurred. Subscriber recognizes that TRADS will suffer irreparable harm, and that monetary damages may be incalculable and/or inadequate in the event that Subscriber retains Services Information in breach of this Agreement, and therefore, such breach shall be entitled to remedy by injunctive relief, in addition to any and all other relief which may be available at law or at equity.

## 2. Fees and Payment

Subscriber agrees to pay all charges and fees applicable to the TRADS Services. All accounts are subject to a minimum monthly fee as determined by TRADS’ then-current fee schedule. Unless otherwise agreed to in writing between Subscriber and TRADS, all fees and applicable charges may

be revised from time to time without notice to Subscriber. All current and future pricing documents and schedules are deemed incorporated herein by reference. Fees and charges not timely paid may result in immediate account suspension and/or termination. Delinquent payment, customer-initiated termination, or suspension due to violations of these Terms and Conditions or TRADS policies and procedures may be subject to additional reconnection fees. To avoid the monthly minimum fees and/or fees and charges set forth in this Agreement and in any executed Pricing Supplement, Subscriber must terminate account prior to the first day of the month. If account is terminated after the first day of the month, the monthly minimum fee and/or monthly fees outlined in the Pricing Supplement will apply; however, no further charges will be incurred. Subscriber will not receive a refund for the remainder the billing month. For any past due outstanding amounts and without limiting any of TRADS' remedies for non-payment or late payment of invoices, invoices not timely paid may be subject to a late charge of one and one-half percent (1.5%) per month (18% per year) or the maximum allowed by law, whichever is less. If collection efforts are required, Subscriber shall pay all costs of collection, including reasonable attorneys' fees. Any delinquent Subscriber account may result in TRADS reporting to Dun & Bradstreet or other business credit reporting agencies. Subscriber shall pay any and all costs, taxes (excluding federal and state income taxes on the overall income of TRADS) or other similar assessments or charges payable or ruled payable by any governmental authority in respect of the Agreement or the transactions contemplated hereunder, including all interest and penalties, if any.

By providing payment information online and/or directly to TRADS, Subscriber authorizes TRADS to charge credit card or other account designated for such purpose ("Payment Source"). A prior authorization may be requested from the Payment Source during the free trial period to ensure it is valid, but Payment Source will not be charged for usage fees until the end of the first billing month, provided that Subscriber has not cancelled account prior to the end of the free trial. If Subscriber does not cancel account beyond the trial period, account access will automatically continue without interruption and the applicable fee(s) will be billed to the Payment Source. Subscriber will still be responsible for any applicable site visit fee incurred, regardless of whether or not the account has been canceled during or after the free trial. In the event that TRADS is unable to charge Subscriber Payment Source, failure by Subscriber to provide a valid Payment Source in a timely manner may result in account suspension and/or termination. TRADS is not responsible for any overdraft/over-the-limit charges or bank fees resulting from processing of account charges.

### 3. Audit

Subscriber understands and agrees that, TRADS, including its parents, affiliates and subsidiaries may request information of Subscriber and its Permitted Users and/or perform initial and periodic on-site audits, in each case for the purpose of investigating and confirming that Subscriber and its Permitted Users intend to use the TRADS Services for a permitted use and that Subscriber and its Permitted Users are acting in accordance with the Subscriber Agreement and applicable law.

Subscriber shall promptly comply (and cause its Permitted Users to comply) with any requests for information, and understands and agrees that, upon reasonable notice, TRADS, including its parents, affiliates and subsidiaries, may conduct on-site audits of Subscriber and its processes and procedures related to Subscriber's and its Permitted Users' use, storage, and disposal of TRADS Services and Services Information. Subscriber shall fully cooperate with such reviews and audits and shall cause its Permitted Users to do the same. Violations discovered in any review or audit may be subject to immediate action including, but not limited to, legal action, suspension of the provision of TRADS Services, termination of the license, reactivation fees, and/or referral to federal or state regulatory agencies.

## 4. Gramm-Leach-Bliley Act ("GLBA") Data

If Subscriber or one of its Permitted Users receives TRADS Services subject to GLBA, Subscriber hereby certifies that the specific purpose(s) for which such Services Information used is one or more of the following uses as described in, and as may be interpreted from time to time, by competent legislative, regulatory or judicial authority, and as being encompassed by Section (6802)(e) of the GLBA and the United States Federal Trade Commission rules promulgated thereunder:

- As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
- For required institutional risk control, or for resolving consumer disputes or inquiries;
- For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer;
- For use solely in Subscriber's fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer;
- To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or
- To comply with federal, state, or local laws, rules, and other applicable legal requirements.

## 5. Drivers Privacy Protection Act ("DPPA") Data

If Subscriber or one of its Permitted Users receives Services Information subject to DPPA, Subscriber hereby certifies that use such Services Information will only be used for one of the following permitted uses under the DPPA:

- Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
- Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self-regulatory body, including the service of process, investigation in

anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.

- Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating, or underwriting.
- Use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49, U.S. Code.
- Use by any licensed private investigative agency or licensed security service for any purpose described above.

## 6. Fair Credit Reporting Act

TRADS is not a "consumer reporting agency," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") and TRADS Services do not constitute a "consumer report," as defined by FCRA and shall not be subject to the FCRA requirements relating to disputes, access, accuracy or otherwise. Services Information may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other purpose contemplated by the FCRA.

If Subscriber or one of its Permitted Users is using TRADS Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Subscriber or its permitted user shall not use TRADS Services to do the following:

- Revoke consumer credit.
- Accelerate consumer payment terms or otherwise change such terms in a manner adverse to a consumer.

Subscriber shall not take (and shall cause its Permitted Users not to take) any "adverse action," as defined in the FCRA, or otherwise act in a manner that is contrary to a consumer's interest unless the basis for doing so is information Subscriber obtains from a source other than TRADS Services.

## 7. Driving Violations Services

If Subscriber or one of its Permitted Users receives any Driving Violations driving record data services (collectively, "Driving Violations Services") in connection with the TRADS Services, Subscriber hereby enters into an agreement with Drivers History Information Sales LLC ("DHI") through TRADS, as agent for DHI, into which the following provisions of these Terms and Conditions are incorporated by reference: Sections 1, 2, 3, 5, 6, 14-24; provided, however, as so incorporated, each reference to "TRADS" in such provisions shall mean "DHI", and each reference to "Services" shall mean "Driving Violations Services". In addition to the foregoing incorporated terms, the following terms and conditions shall apply solely with respect to the Driving Violation Services:

The Driving Violations Services are provided by DHI. DHI makes no representations or warranties, expressed or implied, regarding the accuracy, completeness or timeliness of the Services Information or the results to be obtained with the Services Information, or that the Services Information has been scrubbed against any regulatory or self-regulatory registry. DHI hereby disclaims all express and implied warranties with respect to the Services Information.

Except as expressly set forth in this Agreement, DHI and its third-party providers shall have no liability whatsoever to Subscriber or any third party with respect to the Services Information or this Agreement.

Subscriber agrees to indemnify and hold DHI, and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, members, employees, contractors, agents, representatives, successors and assigns, harmless from and against any claims, charges, demands or suits instituted against DHI and its third party data providers arising out of or resulting from Subscriber's or one of its Permitted User's: (i) failure to comply with the terms and conditions of this Agreement; (ii) violation of any applicable federal, state or local law, regulation, rule or judicial or administrative order with regard to the subject matter of this Agreement; (iii) any actual, potential or threatened unauthorized access to or use of the Services Information; (iv) any use of the Services Information by individuals or entities that obtain access to the Service Information through or from Subscriber, which have not been authorized by this Agreement to have access to and/or use the Services Information; or (v) its use of or negligent maintenance of the Services Information.

If liability is imposed on DHI, Subscriber agrees that DHI's total liability for any or all of the Subscriber's and its Permitted Users' losses or injuries resulting from DHI's acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount the Subscriber paid to DHI for the particular Services Information which is the subject of the alleged breach. Subscriber covenants that neither it nor its Permitted Users will sue DHI or any third party for any amount greater than such amount and that it will not seek punitive damages in any suit against DHI or any of its third-party providers. Except where expressly noted to the contrary, in no event shall DHI be liable for any indirect, incidental, special, exemplary, punitive, consequential or other damages whatsoever (including, but not limited to, liability for loss of profits), even if advised of the possibility of such damages, without regard to the form of any action, including but not limited to contract, negligence or other tortious actions, arising out of or in connection with this Agreement or the data. Subscriber also agrees to give DHI immediate written notice of all actions, claims, losses or damages arising out of its and its Permitted Users' use of the Services Information.

Certain states providing data incorporated into the Driving Violations Services mandate the delivery of the following state-specific terms. Subscriber certifies that it will review such terms upon each receipt of the Driving Violations Services.

- Arkansas Administrative Office of the Courts. The official custodian of all official court records for each court in Arkansas is the clerk of the court. The Arkansas Administrative Office of the Courts (AOC) is not the official custodian of any case record and provides only copies of data entered or provided by the clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The AOC does not warrant the accuracy of the data. To verify a record's accuracy, contact the clerk of the court of record.
- Arizona Supreme Court; Administrative Office of the Courts; Pima County Consolidated Justice Court; Maricopa County Justice Courts; Mesa Municipal Court. The data provided is based on data obtained from the Arizona Supreme Court, Pima County Consolidated Justice Court, Maricopa County Court, Mesa County Court and other judicial Arizona courts. Neither the Arizona Supreme Court, the Administrative Office of the Courts, nor any other courts of the state of Arizona provide any warranties, express or implied, that the data provided is accurate, current, correct, or complete,

nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records on file at the court of origin. All copies of the data must be purged, updated, or restricted upon notice from the Arizona Courts and certified as such to the Arizona courts.

- Circuit Court of Cook County, Illinois. The data provided is based on the latest data obtained from the Circuit Court of Cook County, Illinois. The Court does not warrant the accuracy, completeness or currency of this data. This data is not and may not be represented as an official record of the Court or of the Clerk. The official court record may be found in hard copy files held and maintained by the Clerk. The Clerk provides no warranties, express or implied that the information or data is accurate, complete or correct.
- Illinois Counties on the Clericus Magnus Network (Jano Technologies). The recipient of the data has no recourse against the Illinois counties or the Clericus Magnus Network (Jano Technologies) based on the contents of the data or for any restrictions, whether new, old, or unanticipated, as to what data is available, when the data is available, and/or the response times for access to the data.
- Indiana Supreme Court: Division of State Court Administration. The data or information provided is based on information obtained from multiple Indiana Courts. It is the user's responsibility to verify the information by personally consulting the official record maintained by the Indiana court in question. The Indiana Office of Judicial Administration and the Indiana Courts and Clerk of Courts: 1) Do not warrant that the information is accurate or complete; 2) Make no representation regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the resale or use of the information.
- Minnesota Judicial Branch. The data are provided "as is" as of the preparation date indicated by the State and that recent entries made by court staff may not be immediately reflected in the data. The State, DHI and TRADS do not assume any liability for inaccurate or delayed data, errors, or omission and user relieves such parties from any and all such liability. Users assumes all risk and liability for verification, use, and misuse of the data. Users may verify the accuracy and public status of the data by logging in to the State's public access portal at [www.mncourts.gov](http://www.mncourts.gov) or visiting a public access terminal at any State courthouse.
- North Carolina Administrative Office of the Courts. Neither TRADS, nor DHI, is affiliated with the judicial branch of the State of North Carolina or with the North Carolina Administrative Office of the Courts (NCAOC), and cannot provide a certified or other official record of any court proceeding. The official custodian of all official court records for each county in North Carolina is the clerk of superior court of that county. The NCAOC is not the



official custodian of any case record and provides only copies of data entered by the clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The NACOC does not warrant the accuracy of the data. To verify a record's accuracy or to obtain an official copy of a record of any court proceeding, contact the clerk of the county of record.

- North Dakota Supreme Court. The data or information provided is based on information obtained from the North Dakota District Courts. The Court Administrator and the North Dakota Supreme Court: (a) Do not warrant the information as accurate or complete except for court purposes; (b) Make no representation regarding the identity of any persons whose names appear in the records; and (c) Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record reposing at the district court.
- Oregon Judicial Department. The transferred database files are not official records of the court and may not reflect the most current disposition activity. Users should verify the data by consulting the "official" record maintained by the court of record. The official custodian of all official circuit and appellate court records in Oregon is the clerk or court administrator of the respective circuit and appellate court. The official court records are the OEI and ACMS data repository systems themselves.
- Administrative Office of Pennsylvania Courts. The data or information provided is based upon information received by the Administrative Office of Pennsylvania Courts ("AOPC"). AOPC makes no representation as to the accuracy, completeness or utility, for any general or specific purpose, of the information provided and as such, assumes no liability for inaccurate or delayed data, errors or omissions. Use of this information is at your own risk. AOPC makes no representations regarding the identity of any persons whose names appear in the records. User should verify that the information is accurate and current by personally consulting the official record reposing in the court wherein the record is maintained. The information received from AOPC is not the official case record. Official case records are maintained by the court in which the record was filed.
- Seattle Municipal Courts. The data made available here has been modified for use from its original source, which is the City of Seattle. Neither the City of Seattle nor the Office of the Chief Technology Officer (OCTO) makes any claims as to the completeness, timeliness, accuracy or content of any data contained in this application; makes any representation of any kind, including, but not limited to, warranty of the accuracy or fitness for a particular use; nor are any such warranties to be implied or inferred with respect to the information or data furnished herein. The data is subject to change as modifications and updates are complete. It is understood that the information contained in the web feed is being used at one's own risk.

- Utah Administrative Office of the Courts. The data provided is based on the latest data obtained from the Utah Administrative Office of the Courts. Neither the Administrative Office of the Courts, nor any other courts of the State of Utah, provide any warranties, express or implied, that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records on file at the court of origin.
- Administrative Office of the Courts, the Washington Courts, and the Washington County Clerks. The information or data provided is based on information obtained from the Administrative Office of the Courts and the Washington Courts. The Administrative Office of the Courts, the Washington Courts, and the Washington Country Clerks: 1) do not warrant that the information is accurate or complete except for court purposes; 2) make no representation regarding the identity of any persons whose name appear in the Index; and 3) deny liability for any damages resulting from the release or use of the data. To verify the information, the user should personally consult the “official” record reposing at the court of record.
- Wisconsin Circuit Courts. Wisconsin Circuit Court information provided is only a snapshot of the information accessible in the case management system on the date the information is obtained by DHI. Notice to Employers: It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction only if the circumstances of the conviction substantially relate to the particular job. For more information, see Wisconsin Statue 111.335 and the Department of Workforce Development’s Arrest and Conviction Records under the Law publication.
- Wyoming Department of Transportation. The information shall be maintained in accordance with safeguards and procedures to ensure the security and protection of the data. Minimum security measures include controlling access to data storage and production areas, secure destruction of data, and other reasonable security measures. Notice to Employment Users: Employers may only retain the information in an employee’s employment historical file. Notice to Insurance Users: The Information may only retain the information as long as necessary to conduct insurance business.

The obligations and responsibilities of DHI and Subscriber created under this Section 7 (Driving Violations Services) are solely and exclusively the obligations and responsibilities of such entities.

## 8. Death Master File ("DMF") Data

Certain data provided by TRADS as part of TRADS Services may include information obtained from the Limited Access Death Master File (LADMF) made available by the US Department of Commerce National Technical Information Service (NTIS) and subject to regulations found at 15 CFR Part 1110.

All TRADS subscribers are required to comply with all applicable laws and, if Subscriber is granted access to LADMF data, Subscriber and its Permitted Users certifies compliance with 15 CFR 1110. Subscriber's failure to comply with 15 CFR Part 1110 may subject Subscriber to penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.

## 9. Identity Manager Services

If Subscriber or one of its Permitted Users receives any non-FCRA fraud prevention products and services (whether Identity Verification, Identity Authentication, Identity Alerts, Fraud Score, Phone Verify, ID Passcode and/or Digital Verification, collectively, the "Identity Manager Services") offered by TRADS as part of the TRADS Services hereunder, the following additional terms and conditions apply with respect thereto:

With respect to each Subscriber or Permitted User request for the Identity Manager Services, Subscriber hereby certifies that Subscriber and its Permitted Users are the end user of the Identity Manager Services and that Subscriber and its Permitted Users will use Services Information obtained therefrom only for the following permitted use ("Permitted Use"):

- To use in the normal course of business to verify the accuracy of information submitted by the consumer to protect against or prevent actual fraud, unauthorized transactions, claims or other liability.

In addition, Subscriber shall comply (and cause its Permitted Users to comply with) with all applicable federal, state and local laws, statutes, rules and regulations, including, but not limited to, Section (6802) (e) of the Gramm-Leach-Bliley Act, Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) and the United States Federal Trade Commission rules promulgated thereunder, all other applicable privacy laws, "do not call" laws, the Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.) and similar and/or associated state laws and regulations governing the use and disclosure of drivers' license information, and the Telephone Consumer Protection Act (47 U.S.C. § 227) and similar and/or associated state laws and regulations, as they each may be respectively interpreted from time to time, by competent legislative, regulatory or judicial authority, with respect to use of the Identity Manager Services.

Subscriber and its Permitted Users shall not use the Services Information obtained from the Identity Manager Services for marketing purposes nor for any purpose except as expressly provided for herein. Moreover, Subscriber shall not take any adverse action, which is based in whole or in part on the Identity Manager Services, against any consumer. The terms "adverse action" and "consumer," as used in this paragraph, shall have the meanings given to those terms in the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) ("FCRA").

Subscriber shall not (and Subscriber shall cause its Permitted Users not to) use the Identity Manager Services, in whole or in part, as a factor in establishing an individual's creditworthiness or eligibility for (i) credit or insurance, or (ii) employment, nor for any other purpose under the FCRA.

The Digital Verification service, of the Identity Manager Services, analyzes the attributes of a device used in a transaction, and provides a rating score and other attributes based on the data analyzed. The Digital Verification service is provided for Subscriber's internal purposes only, and Subscriber shall not: (i) interfere with or disrupt the integrity of performance of the Digital Verification service or the data contained therein; or (ii) attempt to gain unauthorized access to the Digital Verification service or its related systems or networks.

Subscriber shall not, and shall not permit any permitted user to: (a) copy all or any portion of any the Digital Verification service materials; (b) decompile, disassemble or otherwise reverse engineer

the Digital Verification service; (c) modify, translate, or otherwise create any derivative works based upon the Digital Verification service; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer the Digital Verification service or any materials derived therefrom, in whole or in part, to any third party; or (e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on the Digital Verification service.

If Subscriber or one of Subscriber's Permitted Users elects the option to obtain Secure Sockets Layer Certificate hosting, as part of the Identity Manager Services hereunder, Subscriber agrees to the following additional terms with respect thereto:

- Subscriber must purchase from a third-party provider (a "Certificate Authority") and deliver to TRADS, for TRADS to deliver such to the third-party Digital Verification service provider, for installation on the service provider's server cluster, a Secure Sockets Layer Certificate to authenticate the Subscriber's website (a "Certificate"). Subscriber represents and warrants that it has all the rights necessary to deliver the Certificate to TRADS for delivery to the third party Digital Verification service provider and the third party Digital Verification service provider has the right to install the Certificate on the service provider's server cluster as necessary to provide the enhanced profiling service. Subscriber shall defend, indemnify, and hold TRADS, and its representatives, including parents, subsidiaries and affiliates, and the third party Digital Verification service provider harmless from and against any costs, claims, or liabilities arising out of or relating to any inaccuracy in the foregoing representation and warranty.
- Subscriber will provide to TRADS for delivery to the third party Digital Verification service provider a list of any information required by the Certificate Authority that may be necessary for the third party Digital Verification service provider to install the Certificate on the service provider's server cluster. Any such information provided by the third party Digital Verification service provider constitutes the third party Digital Verification service provider's confidential information, which Subscriber may disclose solely to the Certificate Authority provided that the Certificate Authority is subject to adequate confidentiality restrictions, but no event less than those restrictions Subscriber places on its own confidential information, and such information is sufficiently marked with a legend or similar designation indicating its confidential and proprietary nature.
- Subscriber understands that if Subscriber fails to maintain its license to the Certificate, Subscriber may receive an error notification indicating that the Certificate has expired and the action executed may not be secure or accurate. Subscriber agrees that Subscriber has the sole responsibility to maintain the license for the Certificate, and Subscriber assumes all risk arising out of or relating to Subscriber's failure to maintain the license for the Certificate.

## 10. Real-time Phone Carrier Search

If Subscriber or one of its Permitted Users receives TRADS' Real-time Phone Carrier Search product as part of the TRADS Services, access to and use of such product shall also be subject the following additional terms and conditions:

Subscriber and its Permitted Users are solely responsible for compliance with all "Do Not Call" or similar laws or regulations in connection with use of the Real-time Phone Carrier Search product or information obtained therefrom.

Subscriber and its Permitted Users shall use the Real-time Phone Carrier Search product or information obtained therefrom in compliance with the Direct Marketing Association's Privacy Promise and other applicable industry standards.

Subscriber shall not (and Subscriber shall cause its Permitted Users not to): (i) use the Real-time Phone Carrier Search product or information obtained therefrom in any way that may violate rights of publicity or privacy of any individual whose personally identifiable data is retrieved; (ii) use the Real-time Phone Carrier Search product or information obtained therefrom if Subscriber is a telephone solicitor doing business in Massachusetts or Connecticut and using the data provided by TRADS exclusively for the initiation of a telephone call or message to encourage the purchase or rental of, or investment in, property, goods or services, that is transmitted to a consumer; or (iii) violate applicable laws or governmental regulations, including, without limitation, "do not call" legislation, consumer protection, securities, child pornography, obscenity, data privacy, data transfer and communications laws, export laws, or any other applicable international, federal, state or local laws or regulations.

## **11. Real-time Incarceration and Arrest Search**

If Subscriber or one of its Permitted Users receives TRADS' Real-time Incarceration and Arrest Search product as part of the TRADS Services, such search and the information obtained therefrom is to be used for investigative purposes, including collections, skip tracing, and corporate due diligence purposes, and may not be used for program integrity (that is, integrity of public assistance programs to detect and deter fraud, waste and/or abuse and confirm compliance with applicable law) or for regulatory licensing purposes, without the prior written consent of TRADS.

## **12. Additional Terms and Conditions for CARFAX Vehicle History Reports**

TRADS is making CARFAX Vehicle History Report available through the TRADS Services as a third-party product and/or service. If Subscriber receives a CARFAX Vehicle History Report through the TRADS Services, access to and use of the CARFAX Vehicle History Report is subject to the following additional third-party terms and conditions:

Subscriber and its Permitted Users may use the CARFAX Vehicle History Report solely for the purpose of evaluating a vehicle for its internal business purposes and in no event may Subscriber use such information as a factor in evaluating any consumer's eligibility for credit, insurance, employment or any other permissible purpose under the Fair Credit Reporting Act. Neither Subscriber nor its Permitted Users shall resell, redistribute, compile, alter or disseminate the CARFAX Vehicle History Report in any way to any third party.

**DISCLAIMERS AND LIMITATION OF LIABILITY AS TO THE CARFAX Vehicle History Report:**

- a. Subscriber and its Permitted Users understands and acknowledges that (i) CARFAX is not a consumer reporting agency and (ii) the CARFAX Vehicle History Report only includes data regarding vehicles and has no bearing on

any consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living.

- b. Subscriber and its Permitted Users acknowledges that CARFAX collects data from public records and other sources to generate the CARFAX Vehicle History Report, and such information may contain errors and omissions and that errors can occur in data transmission. Subscriber acknowledges that CARFAX does not guarantee the accuracy or completeness of the CARFAX Vehicle History Report and CARFAX shall have no liability for errors or omissions with respect to the CARFAX Vehicle History Report or any information received through the CARFAX Vehicle History Service. If Subscriber or its Permitted Users notifies CARFAX when Subscriber believes there may be an error(s) in any CARFAX Vehicle History Report, CARFAX agrees to research any potential errors in the data, and Subscriber agrees to provide assistance and cooperation to CARFAX as necessary for CARFAX's research into such error(s).
- c. Subscriber and its Permitted Users acknowledges that information that is available for some jurisdictions may not be available for other jurisdictions and that CARFAX may not have access to some information that may be available to other parties. Subscriber and its Permitted Users also acknowledges that there may be a period of time between CARFAX's receipt of information and its inclusion into CARFAX' Vehicle History Service.
- d. Subscriber and its Permitted Users acknowledges that CARFAX does not provide any conclusions regarding the condition of any vehicle. Subscriber and its Permitted Users acknowledges that it will exercise its own independent judgment in determining the applicability, accuracy, reliability and suitability of the CARFAX Vehicle History Report for the permitted use, and Subscriber assumes full responsibility with respect to Subscriber's or its Permitted Users' decisions and transactions using the CARFAX Vehicle History Report.
- e. CARFAX MAKES AND Subscriber RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall CARFAX be liable for lost profits or special, indirect, incidental, consequential, punitive or exemplary damages arising under or in connection with the use of the CARFAX Vehicle History Report by Subscriber or its Permitted Users, or the performance of, or failure to perform, any obligations hereunder, even if CARFAX has been advised of the possibility of such damages. Subscriber understands and agrees that CARFAX will have no liability to Subscriber in connection with the CARFAX Vehicle History Report.

Subscriber acknowledges and agrees that the CARFAX Vehicle History Report is a third-party product and/or service and that TRADS does not compile, produce, prepare, report or provide the CARFAX Vehicle History Report. Accordingly, IN NO EVENT SHALL TRADS BE LIABLE IN ANY MANNER WHATSOEVER to Subscriber or other third party FOR ANY CLAIMS, LOSSES, OR LIABILITY OF ANY KIND RELATED TO OR ARISING FROM THE CARFAX VEHICLE HISTORY REPORT.



## 13. Indemnity; Disclaimer of Warranties; Limitation of Liabilities

Subscriber shall indemnify, defend and hold harmless TRADS and its officers, directors and employees, from and against any third party's claims, suits, damages, and losses, including reasonable attorneys' fees and costs, arising out of or in connection with: (i) Subscriber's and its Permitted Users' use of TRADS Services or any information derived therefrom; (ii) Subscriber's and its Permitted Users' violation of any applicable federal, state or local law, regulation, rule, ordinance or judicial or administrative ruling; and (iii) Subscriber's and its Permitted Users breach of this Agreement. TRADS may, at its election and expense, be represented by counsel of its choice and be present at all associated proceedings. Subscriber may not settle or consent to the entry of any judgment without the prior written consent of TRADS, which shall not be unreasonably withheld, conditioned or delayed.

The TRADS Services are provided "as-is," with no warranties of any kind, whether express, implied in fact or by operation of law, or statutory, including without limitation, those as to quality, non-infringement, accuracy, completeness, timeliness, or currentness, and those warranties that might be implied from a course of performance or dealing or trade usage and warranties of merchantability and fitness for a particular purpose.

TRADS reserves the right to add new features and/or data sources to the TRADS Services as well as discontinue existing features and/or data sources from time to time, without notice and in its sole discretion. TRADS may not be the source of the data within the TRADS Services, nor is TRADS a comprehensive source of that data. TRADS may also limit or impose restrictions and/or prohibitions on Subscriber's use of some or all of TRADS Services resulting from a modification to a TRADS policy, a modification to a third-party agreement, change in industry standards, security incident, or change in law, rule, or regulation.

TRADS and its representatives, including parents, subsidiaries, and affiliates, shall not be liable to Subscriber or other third parties for, and Subscriber agrees that it and its Permitted Users will not sue for, any claim relating to TRADS' procuring, compiling, collecting, interpreting, reporting, communicating, or delivering TRADS Services.

TRADS' ENTIRE AGGREGATE LIABILITY TO SUBSCRIBER UNDER THE SUBSCRIBER AGREEMENT IS LIMITED TO DIRECT DAMAGES NOT EXCEEDING THE FEE PAID BY SUBSCRIBER FOR THE TRADS SERVICES OBTAINED WHICH GIVE RISE TO ANY FIRST SUCH CLAIM.

IN NO EVENT SHALL TRADS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ADDITIONALLY, TRADS SHALL NOT BE LIABLE FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

## 14. Relationship

The parties are independent contractors. Nothing in this Subscriber Agreement or in the activities contemplated by the parties hereunder shall be deemed to create an agency, partnership, employment, outsourced servicer or joint venture relationship between the parties.



## 15. Modifications

Modifications to Subscriber Agreement are only binding upon TRADS if contained in a written amendment signed by authorized representatives of TRADS.

These Terms and Conditions are subject to change from time to time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof which may be given by any reasonable means, including, but not limited to, posting such changes on the website. Accordingly, Subscriber should periodically review these Terms and Conditions. By continuing to enter the Website, Subscriber acknowledges and agrees that it shall be bound by any such modifications.

## 16. Subscriber Credentialing and Notification of Changes

Subscriber acknowledges and agrees that TRADS will grant Subscriber access the TRADS Services hereunder only if Subscriber meets, and continues to meet, TRADS' credentialing standards. Subscriber agrees to reasonably cooperate with TRADS' credentialing procedures, including, but not limited to, submittal of a completed application for access to the TRADS Services (the "Application"), a review of Subscriber's business records and information, and, as applicable, a physical inspection of Subscriber's business premises.

Subscriber shall notify TRADS immediately of any changes to the information on the Subscriber's Application. Notification of any changes shall be sent via email to [accountupdate@tlo.com](mailto:accountupdate@tlo.com). Subscriber acknowledges that changes to the business location, classification or other material facts may be subject to re-credentialing by TRADS. TRADS reserves the right to terminate the license to use TRADS Services without further notice, including, upon TRADS' notice of any change in Subscriber's status, which change, in TRADS sole discretion, would cause the Subscriber not to meet, or to no longer meet, TRADS' credentialing standards, or to be unable to comply with Subscriber's obligations under the Agreement.

## 17. Confidentiality; Reservation of Rights

Subscriber shall (and cause its Permitted Users to) hold in confidence and shall (and shall cause its Permitted Users to) not disclose, in whole or in part, information relating to TRADS' business, including, without limitation, products, services, systems, processes, pricing, data sources, test results, and other TRADS technical and financial information, including the terms of the Subscriber Agreement, as well as TRADS Services and Services Information, and any analyses, compilations and reports derived from any of the foregoing.

TRADS and Subscriber acknowledge that they each may have access to confidential information of the disclosing party relating to the disclosing party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions, schematics, trade secrets, and other information (whether written or oral), and in the case of Services Information, product information, pricing information, product development plans, forecasts, the TRADS Services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) was known to the receiving party, as demonstrated through its written records, prior to the time of receipt under the Subscriber Agreement and these Terms and Conditions; (ii) is or becomes public or available to the general public (through no improper action or inaction by the receiving party); (iii) was independently developed without use of any Confidential Information of the disclosing party by employees of the receiving party who have had no access to such Confidential Information; or (iv) was lawfully disclosed to the receiving party by a third-party and received in good faith and without any duty of confidentiality by the receiving party or the third-party. Each

receiving party agrees not to disclose any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care.

Notwithstanding the foregoing, the receiving party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving party shall give the disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

Each party's obligations with respect to Confidential Information shall continue for the term of the Subscriber Agreement and Terms and Conditions and for a period of five (5) years thereafter, provided however, that with respect to trade secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a trade secret. In the event that a receiving party has or acquires actual knowledge of any breach of the confidentiality of, or the misappropriation of, any Confidential Information received under this Agreement, such party shall promptly give notice thereof to the other party.

Neither party shall issue any news releases, advertising or promotional releases relating to this Agreement without the prior written approval of the other party. Such approval shall not be unreasonably withheld. Prior to responding to any inquiry, that either party receives from news media concerning this Agreement, the parties shall coordinate their responses with each other.

Subscriber acknowledges that TRADS has expended considerable time, effort and funds to create, compile and generate the TRADS Services and Services Information. Except for the limited access and use rights granted in the Subscriber Agreement, TRADS and its data sources retain all respective rights, titles and interests in the TRADS Services and Services Information, and Subscriber is not granted any ownership rights or title thereto, whether by estoppel or otherwise. Subscriber shall not (and shall cause its Permitted Users not to) use the TRADS Services or Services Information in any way that may infringe any copyright or other proprietary interests of TRADS or a third party. TRADS shall own Subscriber's search inquiry and/or input data used to access the TRADS Services and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations.

Each party acknowledges that any breach of any of its obligations with respect to confidentiality or use of Confidential Information hereunder is likely to cause or threaten irreparable harm to the other party. The parties therefore agree that in the event of such breach by either party, the other party shall be entitled to seek equitable relief to protect its interests, including but not limited to preliminary and permanent injunctive relief, without the necessity of proving any actual damages sustained by the disclosing party, and without the requirement of bond or security, as well as monetary damages. Moreover, any such award of relief to the discloser of such Confidential Information shall include recovery of all actual and reasonable costs associated with enforcement of this Agreement including, without limitation, attorneys' fees. The parties hereto acknowledge their respective obligations to control access to technical information and material under the U.S. Export Laws and Regulations and agree to adhere to such Laws and Regulations with regard to any technical information and material received under this Agreement.

## **18. Access, Use and Security Requirements**

TRADS Services may only be accessed from within the United States. TRADS reserves the right to immediately suspend or terminate the TRADS Services if Subscriber or one of its Permitted Users accesses TRADS Services or Services Information from outside of the United States.

TRADS reserves the right, in its sole discretion, to determine, at a frequency in its sole discretion, the equipment or software required to access the TRADS Services. By way of example and not limitation, requiring that certain web browsers be used for online access to the TRADS Services.

Subscriber and its Permitted Users shall use TRADS Services and Services Information for their exclusive one-time use. Subscriber may not identify TRADS as the source of the Services Information, and the TRADS Services may not be delivered or resold to or filed with third parties. Subscriber shall not, directly or indirectly, use, reproduce, re-transmit, re-publish, resell, license, sublicense, reverse engineer, derive other work from, or transfer TRADS Services, Services Information, and/or any information derived from either, for any purpose other than as expressly permitted in this Agreement.

Subscriber shall not use the TRADS Services and/or Services Information for marketing purposes without the prior written consent of TRADS.

Subscriber shall not use the TRADS Services and/or Services Information for any impermissible purpose, including, but not limited to, using the TRADS Services and/or Services Information to impermissibly track, monitor, or otherwise target a person based upon race, color, ethnicity, religion, or sexual orientation.

If Subscriber is a government entity or law enforcement agency, the following additional use restriction applies: Subscriber shall not use the TRADS Services and/or Services Information to impermissibly track, monitor, or otherwise target a person solely because they engaged in lawful protests, demonstrations and/or public gatherings.

Subscriber must (and, as applicable, must ensure that its Permitted Users): (i) not disclose its TRADS ID(s) and TRADS password(s) to anyone other than its Permitted Users, even if such individuals claim to be employees of TRADS; (ii) secure all devices used to access TRADS Services as well as all hard copies and electronic files of Services Information to prevent unauthorized access; (iii) permanently destroy all hard copies and electronic files of Services Information when no longer needed and when applicable regulation(s) permit destruction; (iv) have their workstations configured to automatically lock after 15 minutes of inactivity, or set online timeout settings for any TRADS Services (including, without limitation, TLOxp®) session to no more than 15 minutes; and (v) not access and/or use the TRADS Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by TRADS. Any password / TRADS ID issued to a Subscriber is personal and confidential to the Subscriber. If TRADS suspects that any such password / ID is being used by an unauthorized user or a different authorized user to the person to whom it was issued, that password / ID may be cancelled and Subscriber may be liable for additional charges, in accordance with TRADS' then current pricing for the applicable TRADS Services, in respect of any such unauthorized use.

Subscriber and its Permitted Users are authorized to access the TRADS Services and in no event will Subscribers' or its Permitted Users' use of the TRADS Services be considered unauthorized so long as TRADS has not suspended or terminated the TRADS Services with respect to Subscriber. Subscriber's and its Permitted Users' use of the Services Information must comply with the terms of this Agreement. In the event that Subscriber designates Permitted Users in a way that is inconsistent with its Subscriber Agreement or Pricing Supplement or Subscribers' Permitted Users use the TRADS Services for purposes other than Subscribers' internal business purposes, TRADS reserves the right to immediately suspend or terminate Subscriber's account.

Subscriber represents and warrants that it will conduct, or has conducted, the appropriate level of background screening, including but not limited to, criminal history screening, OFAC verification, and drug testing (where permitted by applicable law), on its Permitted Users prior to access to TRADS Services being granted to its Permitted Users. Subscriber agrees to retain documentation which validates the appropriate level of screening requirements has been completed and allow TRADS to review such documentation upon request. Subscriber further agrees to maintain and follow a written procedure for how it will comply with the screening and permitted user. If the permitted user satisfies the appropriate screening requirements prior to being given access to TRADS Services, but Subscriber subsequently becomes aware of any information that would result in a permitted user failing the appropriate screening requirements, Subscriber shall immediately remove the permitted user's access to TRADS Services.

Subscriber represents and warrants it has the right and/or authorization to provide and/or make available any and all inquiry data and/or input data, including, but not limited to, data obtained from third parties, to TRADS for its use in providing the TRADS Services hereunder.

Subscriber agrees to be responsible for all access to and use of the TRADS Services and Services Information by TRADS IDs created by or on behalf of Subscriber or its Permitted Users, whether Subscriber authorized such use or not. Subscriber agrees to ensure all use of the TRADS Services and Services Information by TRADS IDs created by or on behalf of Subscriber or permitted user complies with these online Terms and Conditions, the Subscriber Agreement and applicable law.

Subscriber further agrees to designate, and to provide TRADS with identification information for, a primary account administrator for its account to ensure compliance with this Agreement by all Permitted Users. Specifically, the primary account administrator is responsible for: (i) allowing only appropriate individuals to obtain TRADS Services in compliance with this Agreement; (ii) monitoring appropriate use of TRADS Services by the Subscriber and its Permitted Users; (iii) maintaining accurate records of all current Permitted Users with access to TRADS Services, and all former permitted users who have ever accessed them; (iv) issuing guidelines for the appropriate use of TRADS Services by its Permitted Users; (v) ensuring that each of its Permitted Users is accessing TRADS Services with only his or her own individually-assigned username and password; and (vi) terminating access when a permitted user's access is no longer necessary or a permitted user or is suspected of improper use of TRADS Services. Subscriber will employ appropriate policies and procedures to control access and security of usernames, passwords, and terminal access for TRADS Services. Subscriber will promptly (but in no event later than within twenty-four hours of the occurrence) notify TRADS at [SecurityIncident@TransUnion.com](mailto:SecurityIncident@TransUnion.com) of any breach of security involving the TRADS Services.

Subscriber will: (i) limit access to TRADS Services to only to its Permitted Users in connection with the duties and obligations under this Agreement; (ii) advise individuals having access to TRADS Services of the proprietary and confidential nature thereof and of the obligations set forth in the Subscriber Agreement; (iii) safeguard the Services Information using reasonable and appropriate administrative, technical, and physical security safeguards; (iv) track and monitor its access to TRADS Services; (v) prevent any use not in conformance with this Agreement; (vi) maintain records sufficient to demonstrate compliance with its obligations under this Agreement; and (vii) in addition to the obligations set forth herein, Subscriber shall take all commercially reasonable measures to prevent unauthorized access to, or use of, TRADS Services or Services Information by any person or entity.

In the event Subscriber will utilize a third party ("Third Party Provider") for the purpose of accessing and/or transmitting requests for, receiving, hosting, or otherwise performing processing of any kind related to Subscriber's access to and/or use of the TRADS Services and/or Services Information, such as, for example, but not limited to, an application services provider, platform

provider, systems interface provider, or internet or hosting services provider, Subscriber shall ensure it has first entered into an agreement with such Third Party Provider prohibiting such Third Party Provider's use of, and/or access to, the TRADS Services and Services Information for any purpose other than to the extent necessary to provide such Third Party Provider's services to Subscriber. Subscriber shall ensure its Third Party Provider complies with TRADS' technical specifications and access and security requirements, as same are updated from time to time. If, and when, using a Third Party Provider to access (such as, for example, and not limited to, a third party link to the TRADS Services), transmit requests for, or receive the TRADS Services and/or Services Information, Subscriber authorizes such Third Party Provider to act on Subscriber's behalf as a third-party intermediary, including, as applicable, transmittal to TRADS of Subscriber's user credentials and other required authentication information. Certain features and/or functionality and searches and/or reports may not be available to Subscriber within the TRADS Services when accessing the TRADS Services via a third party platform, application or interface. TRADS is not responsible for errors in configuration, authentication, and/or provisioning by any Third Party Provider used by Subscriber.

Subscriber shall be solely liable for, and indemnify TRADS with respect to, any of its, Permitted Users', Third Party Provider's, actions or omissions, including, but not limited to, any misappropriation or other compromise of TRADS ID's and/or passwords, any misappropriation and/or unauthorized disclosure of TRADS Services and/or Services Information, any security/data breaches (as defined by applicable law), or any misuse of the TRADS Services and/or Services Information in violation of this Agreement or applicable law.

Subscriber shall fully cooperate with TRADS in mitigating any damages due to any misappropriation or unauthorized use or disclosure of any TRADS Services or Services Information. Such cooperation shall include, but not necessarily be limited to, allowing TRADS to participate in the investigation of the cause and extent of such misappropriation and/or unauthorized use or disclosure. Such cooperation shall not relieve Subscriber of any liability it may have as a result of such a misappropriation and/or unauthorized use or disclosure. Subscriber agrees, that to the extent any such unauthorized use, unauthorized disclosure, misappropriation, or other event is due to Subscriber's (including, without limitation, its employee's, or Third Party Provider's) negligence, intentional wrongful conduct, or breach of this Agreement, Subscriber shall be responsible for any required consumer, public and/or other notifications, and all costs associated therewith; provided however, that other than except to the extent required to comply with applicable law, Subscriber shall make no public notification, including but not limited to press releases or consumer notifications, of the potential or actual occurrence of such misappropriation and/or unauthorized disclosure without TRADS' prior written consent, and, with respect to any such notifications required by law, Subscriber shall not use any TRADS trade name, trademark, service mark, logo, in any such notifications without the prior written approval of TRADS.

Furthermore, Subscriber understands and agrees that its Permitted Users and/or Third Party Providers shall not be entitled as a third-party beneficiary or otherwise, to take any action or have any recourse against TRADS in respect of any claim based upon any actual or alleged failure to perform under this Agreement.

## 19. Conflict

If there is a conflict between the terms of the documents constituting the Agreement, the order of precedence is as follows, unless expressly agreed otherwise by TRADS and Subscriber: Pricing Supplement, Terms and Conditions, then Subscriber Agreement.

To the extent that any TRADS Services rely upon or use information from any third-party sources, then those sources shall be intended third-party beneficiaries with all rights and privileges of

TRADS. TRADS, and any such sources (as intended third-party beneficiaries), are entitled to enforce the Subscriber Agreement directly against Subscriber.

## **20. Governing Law; Venue**

The Subscriber Agreement and these Terms and Conditions shall be governed by Delaware law, without reference to its choice of law rules.

Venue for all actions shall be in the United States District Court for the Southern District of Florida or the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida. The prevailing party in any action shall be entitled to reasonable attorneys' fees and costs.

## **21. Survival**

All provisions in this Subscriber Agreement that relate to disclaimer of warranties, access and use of TRADS Services, audit, limitation of liability, indemnification, Subscriber's release of claims, confidentiality of TRADS information, and payment for TRADS Services, shall survive any termination of this Subscriber Agreement.

## **22. Assignment**

The Subscriber Agreement and the license granted hereunder may not be assigned, transferred, or sublicensed by Subscriber, in whole or in part.

## **23. Severability**

If any provision of the Subscriber Agreement, including these Terms and Conditions, is or becomes void or unenforceable by law, the other provisions shall remain valid and enforceable.

## **24. Injunctive Relief**

Subscriber agrees that any breach by Subscriber of its Subscriber Agreement with TRADS may cause TRADS immediate and irreparable harm and that TRADS shall be entitled to seek injunctive relief, without having to post a bond, in addition to any and all other remedies available at law or in equity.

Last Updated: June 2021

**Commissioners Court - Regular Session****23.****Meeting Date:** 08/31/2021

JJ Services and Septic Service, LLC

**Submitted By:** Becky Pruitt, County Judge**Department:** County Judge**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action to ratify two Deeds without Warranty from Williamson County, Texas, acting as Trustee, to JJ Service and Septic Service, LLC, pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code.

**Background**

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**Fiscal Impact**

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

Deed without Warranty

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 08/25/2021

**Reviewed By**

Becky Pruitt

**Date**

08/25/2021 10:19 AM

Started On: 08/25/2021 10:16 AM



## DEED WITHOUT WARRANTY

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

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

THAT The County of Williamson, Texas, TRUSTEE, acting by and through the County Judge of the Williamson County Commissioners Court, Grantor, for and in consideration of the sum of FIVE THOUSAND AND 00/100S (\$5,000.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **JJ Services and Septic Service, LLC**, whose address is 22007 Highway 79, Taylor, Texas 76574, the following described Property, to wit:

The East part of Lot 3, Block 5, Baker Addition to the City of Taylor, Williamson County, Texas being more particularly described in Document #2011028176 of the Official Public Records, Williamson County, Texas (Tax Account #R014272)

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, conditions and limitations stated below, to Grantee **JJ Services and Septic Service, LLC**, his successors and assigns forever, without warranty of any kind.

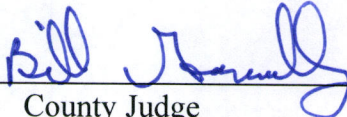
The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the Property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U.S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the Property. This Property is sold "as is" with all faults.

The consideration paid by the grantee is the lesser of the total amount of the judgments against the property or the market value specified in the judgment, this conveyance is made pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code.

IN TESTIMONY WHEREOF the County of Williamson, Texas, Trustee, joined herein by the City of Taylor, the Taylor Independent School District, and the Williamson County Education District have caused these presents to be executed on this the 24<sup>th</sup> day of August, 2021.

Commissioners Court of Williamson County, Texas

By   
County Judge

THE STATE OF TEXAS

§

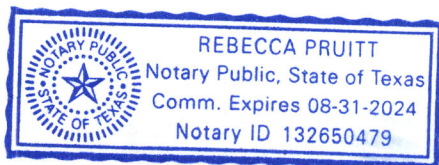
COUNTY OF WILLIAMSON

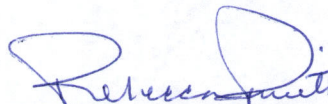
§

§

BEFORE ME, the undersigned authority, on this day personally appeared Bill Gravell, Jr., Williamson County Texas, Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24<sup>th</sup> day of August, 2021.





Notary Public, State of Texas

My commission expires 08.31.2024

After recording, return to:  
**JJ Services and Septic Service, LLC**  
**22007 Highway 79**  
**Taylor, Texas 76574**

## DEED WITHOUT WARRANTY

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

THE STATE OF TEXAS

202

20

## KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

22

THAT The County of Williamson, Texas, TRUSTEE, acting by and through the County Judge of the Williamson County Commissioners Court, Grantor, for and in consideration of the sum of FIVE THOUSAND AND 00/100S (\$5,000.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **JJ Services and Septic Service, LLC**, whose address is 22007 Highway 79, Taylor, Texas 76574, the following described Property, to wit:

The West part of Lot 7, Block 114, City of Taylor, Williamson County, Texas being more particularly described in Document #2012103383 of the Official Public Records, Williamson County, Texas (Tax Account #R015796)

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, conditions and limitations stated below, to Grantee **JJ Services and Septic Service, LLC**, his successors and assigns forever, without warranty of any kind.

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the Property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U.S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the Property. This Property is sold "as is" with all faults.

The consideration paid by the grantee is the lesser of the total amount of the judgments against the property or the market value specified in the judgment, this conveyance is made pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code.

IN TESTIMONY WHEREOF the County of Williamson, Texas, Trustee, joined herein by the City of Taylor and the Taylor Independent School District have caused these presents to be executed on this the 24<sup>th</sup> day of August, 2021.

Commissioners Court of Williamson County, Texas

By

Bill Gravell, Jr.  
County Judge

THE STATE OF TEXAS

§

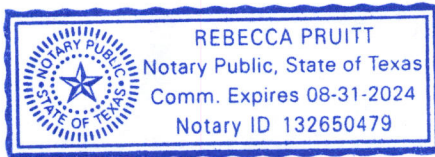
COUNTY OF WILLIAMSON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared Bill Gravell, Jr., Williamson County Texas, Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24<sup>th</sup> day of August, 2021.



Rebecca Pruitt

Notary Public, State of Texas

My commission expires 08.31.2024

After recording, return to:  
**JJ Services and Septic Service, LLC**  
22007 Highway 79  
Taylor, Texas 76574



**Commissioners Court - Regular Session****24.****Meeting Date:** 08/31/2021

Jail Magistrate Court (P540) ODR for Tom Stanfield

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Tom Stanfield, with general authority to approve invoices and change orders for the Jail Magistrate Court Project (P540) for any increase or decrease in cost of \$30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

**Background**

A request is being made for this authority due to the nature of performing contract work within the Magistrate Court and the necessity of an uninterrupted workflow to allow for continuity of schedules between staff and the contractor. Section 262.031 of the Local Government Code allows for the grant of such authority up to \$50,000.00. Tom Stanfield will be serving as the Project Manager on the project. Any change orders that are approved by Tom Stanfield will be placed on the Commissioners Court's agenda the following week.

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 08:14 AM

Started On: 08/25/2021 03:54 PM

**Commissioners Court - Regular Session****25.****Meeting Date:** 08/31/2021

Authorize extension to Emergency Generator and Automatic Transfer Switch Preventative Maintenance Contract #1812-283 with Austin Generator Service

**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension to Emergency Generator and Automatic Transfer Switch Preventative Maintenance Contract #1812-283 with Austin Generator Service, for the same pricing, terms and conditions as the existing contract, with the exception of, incorporation of the updated equipment inventory listing in the document titled "FY22 Austin Generator, Facilities, Equipment List, Compensation and Fee" for the term of October 1, 2021 - September 30, 2022.

**Background**

This is a continuation of contract under renewal option period 1. The user department, Facilities, submitted a Vendor Performance Report stating the vendor met all county requirements and recommends renewal. This contract supports the maintenance of fourteen (14) generators throughout the county. The department points of contact are Shantil Moore and Christi Stromberg. The funding source is Maintenance Services, 01.100.0509.4500.

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**Fiscal Impact**

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

1812-283 renewal 1 with Austin Generator Service

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 08/26/2021

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

08/26/2021 11:29 AM

08/26/2021 11:33 AM

Started On: 08/25/2021 01:15 PM



## Summary Agreement for Renewal of Williamson County Contract

<b>Purchase/Contract Type:</b>	Services	<b>Department:</b>	Williamson County Facilities Dept
<b>Vendor Name:</b>	Austin Generator Service		
<b>Vendor Address:</b>	2004 Howard Lane, Austin, Tx 78728		
<b>Purpose/Intended Use of Product or Service (summary):</b>			
Emergency Generator and Automatic Transfer Switch Preventative Maintenance			
<b>P.O./Contract Number:</b>	1812-283	<b>Effective Date:</b>	10.01.2021
<b>Purchaser/Contract Specialist:</b>	Dianne West	<b>Expiration Date:</b>	09.30.2022
<b>Requested By:</b>	Christi Stromberg – Assistant Facilities Director		
<b>Detailed description of renewal of product and/or service.</b>			
<ul style="list-style-type: none"><li>Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract, with the exception of the attached, updated, and titled document "FY22 Austin Generator, Facilities, Equipment List, Compensation and Fee" with Austin Generator Service for the term of October 1, 2021 – September 30, 2022, herein as if copied in full and subject to Commissioners Court approval.</li><li>PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none"><li>Completed Texas Ethics Commission FORM 1295; AND</li><li>Renewed Certificate of Insurance</li></ul></li><li>Extend Contract for the 1st of two (2) one year renewal option periods:</li></ul>			
Renewal Option Period 1		October 01, 2021 – September 30, 2022	
Initial Contract Period		October 01, 2018 – September 30, 2021	
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>			
Vendor <u>Austin Generator Service</u>		Williamson County, 710 Main St., Georgetown, TX 78626	
Name <u>Kurtiss E. Summers</u>		Bill Gravell	
Title <u>President</u>		Williamson County Judge	
Signature _____		Signature _____	
Date <u>August 24, 2021</u>		Date _____	



# FY 22 Renewal – Austin Generator

## FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES

Respondent Name: Austin Generator Services

Quarterly, annual and triennial inspections; generator locations; and Unit Price Bidding Sheet: Williamson County reserves the option to add facilities/generators to this Contract that are similar in scope, at the contract rates. The facilities are listed as follows:

Key /Code	#	Facility Name Address Make Model/Serial #, KW, Fuel Type	Quarterly Inspection Cost*	Quarterly & Annual Inspection Cost**	Quarterly, Annual Inspection & Triennial Cost***	Annual Fuel Testing	Generator Site Visit @ Bid Yes / No
RR Gen Y11	1. HR0587	<b>Round Rock Annex Bldg A</b> 211 Commerce Cove, Round Rock Baldor Model #IDLC80-J2S, Serial #P0508290007, 180 kW Diesel	\$145	\$995	\$3,285	\$210	
CH 751	2. N/A	<b>Central Maintenance Facility</b> 3151 SE Inner Loop, Georgetown Onan Model #GGFB-3388565, Serial #B000062477, 35 kW NG	\$120	\$650	\$2,300	N/A	
CH 545	3. JR0388	<b>Juvenile Justice Center</b> 200 Wilco Way, Georgetown Generac Model #2254270400, Serial #2066635, 200 kW Diesel	\$160	\$1,095	\$3,577	\$210	
1623 TM5	4. YR1201	<b>Emergency Services Operations Center</b> 911 Tracy Chambers Lane, Georgetown Cummins Model #DQFAD-1206664, Serial #F120358177, 1000 kW Diesel	\$280	\$3,775	\$12,950	\$210	
CH 545	5. SR1401	<b>South Jail</b> 508 Rock St, Georgetown Generac Model #SD0400KG22125D18HPYY3, Serial #9159996, 400 kW Diesel	\$170	\$1,565	\$4,931	\$210	
CH 545	6. SR0276	<b>North Jail</b> 508 Rock St, Georgetown Cummins Model #DFLE-5583568, Serial #K020442322, 1500 kW Diesel	\$325	\$4,625	\$15,165	\$210	
CH 751	7. HR0485	<b>Georgetown Health Dept</b> 102 W. 3 <sup>rd</sup> St, Georgetown Sentry Pro Model #SPL-1000-325, Serial #AH 2- 200, 109 kW Diesel	\$135	\$845	\$2930	\$210	
Lock Box – Code 019	8. HR0889	<b>Taylor Health Dept.</b> 115 W. 6 <sup>th</sup> St., Taylor Baldor Model #IDLC-150-JD, Serial # P071015001, 150 kW Diesel	\$140	\$960	\$3,250	\$210	
Lock Box – Code 019	9. HR0170	<b>Cedar Park Annex</b> 350 Discovery Blvd, Cedar Park Shindaiwa					

## FY 22 Renewal – Austin Generator

### FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES

		Model # DGK45C, Serial #71041-0000471, 36 kW Diesel	\$120	\$635	\$2,285	\$210	
	#	<b>Facility Name</b> <b>Address</b> <b>Make</b> <b>Model/Serial #, KW, Fuel Type</b>	<b>Quarterly Inspection Cost*</b>	<b>Quarterly &amp; Annual Inspection Cost**</b>	<b>Quarterly, Annual Inspection &amp; Triennial Cost***</b>	<b>Annual Fuel Testing</b>	<b>Generator Site Visit @ Bid Yes / No</b>
+ Key – Tran Switch IL0333	10. HR1710	<b>WCCHD</b> 355 Texas Ave, Round Rock Cummins/Onan Model #C35 D6, Serial # K170274292, 35 kW Diesel	\$125	\$650	\$2,330	\$210	
CH 751	11. BR1819	<b>North Campus- Impound Yard</b> 3181 SE Inner Loop, Georgetown Kohler Model #15REOZK, Serial #SGM32JKH7, 15 kW Diesel	\$120	\$655	\$2,275	\$210	
CH 751	12. BR1820	<b>North Campus – EMS Training</b> 3189 SE Inner Loop, Georgetown Kohler Model #80REOZJK, Serial #SGM32JKJW, 80 kW Diesel	\$130	\$830	\$2,800	\$210	
CH 751	13. BR1821	<b>North Campus – Fuel Station</b> 3161 SE Inner Loop, Georgetown Kohler Model #80REOZJK, Serial #PE4045N012544, 80 kW Diesel	\$130	\$830	\$2,800	\$210	
	14. N/A	<b>Justice Center</b> 405 MLK, Georgetown Kohler Model # 125REOZJG, Serial #, 128kW Diesel	\$140	\$985	\$3,275	\$210	

**FY 22 Renewal – Austin Generator**  
**FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES**  
**GENERATOR RENTAL RATES – As Needed\*\*\*\*\***

Generator Size	Daily	Weekly	Monthly
35 KW	\$725	\$975	\$1,725
200 KW	\$1,725	\$2,475	\$4,725
400 KW	\$2,150	\$3,350	\$6,950
1000 KW	\$3,400	\$5,800	\$13,000
1500 KW	\$4,000	\$7,600	\$18,400

Cables	Daily	Weekly	Monthly
4/0 Cable, 50' Length	\$25	\$50	\$100
4/0 Female Pigtales	\$5	\$10	\$20
4/0 Male Pigtales	\$5	\$10	\$20

**\*Performed three (3) times per year in 1<sup>st</sup>, 3<sup>rd</sup> & 4<sup>th</sup> quarters.**

**\*\*Performed once per year and includes quarterly inspection done in the second quarter.**

**\*\*\*Performed once during the second quarter every third year with first service in 2020.**

**\*\*\*\*Indicate Yes (Y) or No (N) in dedicated column for each listed generator if site visit occurred prior to bid submission.**

**\*\*\*\*\*Pricing includes mobilization, delivery, hook-up, disconnect, and pick-up fees.**

**-----**  
**ADDITIONAL SERVICES – Labor and Material for Remedial Repairs\***

**Labor – Remedial Repairs:**

Hourly Labor Rate for contracted services – The following prices are for services that are not included in the quarterly, annual inspections, or triennial services due to unusual inspection/preventative maintenance fees, quoted above, are combined fees that should not be double billed.

Labor Rate for Service:	Hourly Rate
Normal Working Hours – Remediate Repairs	\$115.00
Overtime Hours – Outside of normal working hours	\$172.50

**Materials – Remedial Repairs:**

Materials not covered under quarterly, annual or triennial inspections:

- Contractor shall invoice at MSRP/List\* price less 0 percent.

Materials purchased at local retail suppliers by Contractor field staff:

- Contractor shall invoice at cost (sales receipt/invoiced price).

**\*\*\*\*\*MSRP/List – Williamson County reserves the right to request from Contractor any published or printed catalog that reflects MSRP/List price for verification purposes.**

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**Commissioners Court - Regular Session****26.****Meeting Date:** 08/31/2021

CR 375 Temporary Closure

**Submitted For:** Terron Evertson**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding the temporary closing of CR 375 for road work to replace cross culverts.

**Background**

The proposed roadway closure and detour of CR 375, in three locations, is necessary in order to replace cross drainage culverts. The nearest addresses of the closures are 440 CR 375, 640 CR 375, and 930 CR375. The closure will start on or around 9/17/2021 and continue until December 2021.

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**Fiscal Impact**

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

CR 375 Temporary Closure

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 09:25 AM

Started On: 08/19/2021 10:26 AM



**Commissioners Court - Regular Session****27.****Meeting Date:** 08/31/2021

Surveying And Mapping 2586 WA6 SA1 Durham Park Subdivision

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authoriztion No 1 to Work Authorization No 6 under Williamson County Contract between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for Design Surveying & ROW Delineation within Durham Park Subdivision Phase III. Funding source: 01.0200.0210.004150.

**Background**

This supplemental is to extend the expiration date to March 31, 2022.

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**Fiscal Impact**

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

Surveying And Mapping 2586 WA6 SA1 Durham Park Subdivision

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/23/2021

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

08/23/2021 02:41 PM

08/23/2021 02:57 PM

Started On: 08/23/2021 01:49 PM

**SUPPLEMENTAL WORK AUTHORIZATION NO. \_1\_\_**  
**TO**  
**WORK AUTHORIZATION NO. \_6\_\_**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Design Surveying & ROW  
Delineation within Durham Park Subdivision Phase III**

This Supplemental Work Authorization No. \_1\_\_ to Work Authorization No. \_6\_\_ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping, LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. \_6\_\_ dated effective April 6, 2021 (the "Work Authorization");

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

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

**AGREEMENT**

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

- I. The above referenced Work Authorization termination date shall be modified to **March 31, 2022**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment C.

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



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

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

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

**FIRM:**

By: Scott C. Brashear  
Signature

Scott Brashear  
Printed Name

Project Manager  
Title

8/23/2021  
Date

**COUNTY:**

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

Bill Gravell, Jr.  
Printed Name

County Judge  
Title

\_\_\_\_\_  
Date

## Attachment C - Work Schedule

Survey And Mapping will provide a work schedule for the assigned tasks.

**Commissioners Court - Regular Session****28.****Meeting Date:** 08/31/2021

Rifeline 1812-284 WA5 Subdivision Regulations

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action to amend and clarify the correct amount of a Work Authorization No 5 between Rifeline, LLC and Williamson County to reflect the true and correct amount of \$23,005.00 instead of the incorrect amount of \$20,005.00 that was recited previously under Item No 34 of the Williamson County Commissioners Court August 27, 2019 Regular Session. Funding source: 01.0200.0210.004100.

**Background**

The amount stated in the agenda item for Work Authorization No 5 was wrong, but the Work Authorization No 5 that was attached to the item contained the correct amounts. This item is now necessary to set forth the true and correct amount for Work Authorization No 5.

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**Fiscal Impact**

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

Rifeline 1812-284 WA5 Subdivision Regulations

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/25/2021

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

08/24/2021 10:05 AM

08/25/2021 08:08 AM

Started On: 08/24/2021 09:33 AM

**WORK AUTHORIZATION NO. 5  
SUBDIVISION REGULATIONS**

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

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

Firm shall provide the following Services:

The Firm will provide the following public involvement services for Subdivision Regulations: Develop annotated agenda, email notifications and updates, meeting summary report including comments and questions compilation, maintain stakeholder database, coordinate logistics for subcommittee meeting, facilitate subcommittee meeting, engage with stakeholders through phone and email, review and edit subcommittee meeting presentation slides, and participate in coordination meetings.

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

County shall provide the following:

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

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

The maximum amount of compensation payable for Services under this WA without modification is **\$20,005.00.**

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

The County will pay the Firm up to a maximum amount of **\$3,000.00** for expenses actually incurred during the performance of the Services to be performed under this WA.

**5. Payment Terms:**

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

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

The Services to be performed under this WA shall be completed on or before April 1, 2020.

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

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

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

execute and deliver this WA effective as of the date of August 27<sup>th</sup>, 2019.

**RIFELINE, LLC**

BY: Lynda Rife

NAME: Lynda Rife

TITLE: President

DATE: 08/20/19

**WILLIAMSON COUNTY, TEXAS**

BY: Bill Gravelle Jr.

NAME: Bill Gravelle Jr.

TITLE: Williamson County Judge

DATE: 8/27/19

Task	Principal \$	Sr. Public Involvement Officer \$	Public Involvement Officer \$	Jr. Public Involvement Officer \$	Administrative \$	Total
Develop annotated agenda (including revisions)	6	8	0	0	0	0 \$ 2,480.00
Draft email notifications and updates	1	3	5	0	0	0 \$ 1,280.00
Develop meeting summary report including comments and questions compilation	1	5	10	0	0	0 \$ 2,200.00
Maintain stakeholder database	0	2	5	0	0	0 \$ 920.00
Coordinate subcommittee meeting logistics	1	8	8	0	0	0 \$ 2,440.00
Attend and facilitate subcommittee meeting	5	5	5	5	5	0 \$ 2,775.00
Review and edit subcommittee meeting presentation slides	2	4	0	0	0	0 \$ 1,040.00
Participate in coordination meetings	8	8	4	4	0	0 \$ 3,360.00
Invoice (including progress reports)	0	1	0	0	0	3 \$ 310.00
<b>TOTAL</b>	<b>24</b>	<b>43</b>	<b>37</b>	<b>5</b>	<b>0</b>	<b>0 \$ 16,805.00</b>

Optional	Principal \$	Sr. Public Involvement Officer \$	Public Involvement Officer \$	Jr. Public Involvement Officer \$	Administrative \$	Total
Respond to stakeholders through email and phone	5	10	5	0	0	0 \$ 3,200.00

**GRAND TOTAL \$ 20,005.00**

**Commissioners Court - Regular Session****29.****Meeting Date:** 08/31/2021

Texas A&amp;M Transportation Institute WA1 SA4 Foam Asphalt Pavement Design

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 1 under Williamson County Contract between Texas A&M Transportation Institute and Williamson County dated April 26, 2016 for Foam Asphalt Pavement Design. Funding source: 01.0200.0210.004160.

**Background**

This supplemental is to extend the expiration date to September 30, 2022.

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**Fiscal Impact**

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

Texas A&M Transportation Institute WA1 SA4 Foam Asphalt Pavement Design

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/25/2021

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

08/24/2021 04:16 PM

08/25/2021 08:10 AM

Started On: 08/24/2021 03:37 PM



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

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**

**Foam Asphalt Pavement Design**

This Supplemental Work Authorization No. 4 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Technical Research Agreement, being dated April 26, 2016 ("Agreement") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Texas A&M Transportation Institute (the "TTI").

WHEREAS, the County and the TTI executed Work Authorization No. 1 dated effective May 18, 2016 (the "WA #1");

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

WHEREAS, it has become necessary to amend, change and modify WA #1 in order to extend the termination date.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the TTI agree that WA #1 shall be amended, changed and modified as follows:

- I. The above referenced WA #1 termination date shall be modified and extended to **September 30, 2022**. The Services to be provided by the TTI shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of WA #1 are unchanged and will remain in full force and effect.

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

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

**TEXAS A&M TRANSPORTATION  
INSTITUTE:**

By: \_\_\_\_\_  
Signature  
for Julie A. Bishop  
\_\_\_\_\_  
Printed Name TA

Associate Executive Director, SRS  
\_\_\_\_\_  
Title

8/24/2021  
\_\_\_\_\_  
Date

**WILLIAMSON COUNTY:**

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

County Judge  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Attachment C - Work Schedule

TTI shall provide a work schedule for the assigned tasks.

**Commissioners Court - Regular Session****30.****Meeting Date:** 08/31/2021

Atlas 3412 WA1 SA3 On Call Material Testing &amp; Geotech Engr Svcs

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between Atlas Technical Consultants, LLC and Williamson County dated April 23, 2020 for On Call Materials Testing and Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.

**Background**

This supplemental is to increase the maximum amount payable to \$130,000.00.

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**Fiscal Impact**

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

Atlas 3412 WA1 SA3 On Call Material Testing & Geotech Engr Svcs

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/26/2021

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

08/26/2021 10:00 AM

08/26/2021 11:10 AM

Started On: 08/26/2021 09:13 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO.   3**  
**TO**  
**WORK AUTHORIZATION NO.   1**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**  
**On Call Materials Testing & Geotechnical Engineering Services**

This Supplemental Work Authorization No.   3   to Work Authorization No.   1   is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **April 23, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Atlas Technical Consultants, LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No.   1   dated effective **June 2, 2020** (the "Work Authorization");

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

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

**AGREEMENT**

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

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$100,000.00** to **\$130,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

**FIRM:**

By:   
Signature

Jimmy Baldwin  
Printed Name

Project Manager  
Title

8/26/21  
Date

**COUNTY:**

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

Bill Gravell, Jr.  
Printed Name

Williamson County Judge  
Title

\_\_\_\_\_  
Date

## Attachment C - Work Schedule

Atlas Technical Consultants, LLC will provide a work schedule for the assigned tasks.



**Commissioners Court - Regular Session****31.****Meeting Date:** 08/31/2021

HNTB 77139 Contract Amendment No 3 GEC R&amp;B

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No 3 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant - Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects.

**Background**

This Contract Amendment No 3 is to add subconsultant rates for DCS Engineering, LLC.

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**Fiscal Impact**

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

HNTB 77139 Contract Amendment No 3 GEC R&B

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/26/2021

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

08/26/2021 10:55 AM

08/26/2021 11:14 AM

Started On: 08/26/2021 09:35 AM

**CONTRACT AMENDMENT NO. 03  
TO  
WILLIAMSON COUNTY CONTRACT FOR  
ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD AND BRIDGE DEPARTMENT PROJECTS:  
(General Engineering Consultant (GEC) – Construction Management/Inspection Services  
for Williamson County Road and Bridge Department Projects)**

THIS CONTRACT AMENDMENT NO. 03 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 HNTB Corporation (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 December 17, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, 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:

The following is incorporated into Exhibit C:

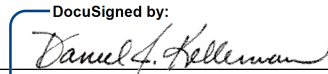
## Rate Schedule for DCS Engineering, LLC

Job Classification	Loaded Rate
Principal	\$215.00
Senior Project Manager	\$200.00
Project Manager	\$165.00
Senior Engineer	\$160.00
Lead Project Engineer	\$130.00
Design Manager	\$150.00
Project Engineer	\$100.00
CAD Manager	\$140.00
IT Manager	\$120.00
IT Technician	\$85.00
Senior Designer	\$135.00
Designer II	\$125.00
Designer I	\$100.00
Senior Computer Technician	\$80.00
Computer Technician II	\$75.00
Computer Technician I	\$65.00
Project Coordinator	\$65.00
Clerical	\$60.00
Document Control Clerk	\$60.00

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

\_\_\_\_\_  
Daniel J. Kellerman, P.E.  
Printed Name

\_\_\_\_\_  
Vice President  
Title

\_\_\_\_\_  
8/26/2021  
Date

**COUNTY:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Commissioners Court - Regular Session****32.****Meeting Date:** 08/31/2021

Void Contract Agreement for T4327 Great Oaks Drive Improvements at Brushy Creek

**Submitted For:** Joy Simonton**Submitted By:** Kim Chappius,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action to void the Agreement for Construction Services between Williamson County, Texas and DeNucci Constructors, LLC that was previously approved under Item No. 35 of the August 3, 2021 Williamson County Commissioners Court session and executed effective as of August 4, 2021, and replace said agreement with the Standard Form of Agreement by and between Williamson and County and DeNucci Constructors, LLC for the T4327 Great Oaks Drive Improvements at Brushy Creek Road Project, dated to be effective as of August 20, 2021.

**Background**

The Agreement for Construction Services between Williamson County Texas and DeNucci Constructors LLC that was placed on the 8/3/21 agenda was the incorrect executed contract form. To correct this error, Williamson County Commissioners Court will void prior version of the contract and vote to supplant and replace it with the Standard Form Agreement that was signed by DeNucci and dated effective August 20, 2021. A fully executed copy of the Standard Form Agreement shall be the controlling contract for the T4327 Great Oaks Drive Improvements at Brushy Creek Road Project. HNTB will present DeNucci Constructors LLC with a letter to acknowledge and confirm the voided prior version and replace with the Standard Form Agreement. Department Point of Contact will be Whit Friend. Funding Source is P270.

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**Fiscal Impact**

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

Incorrect Agreement  
Agreement  
Recommendation Letter

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 08/25/2021

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

08/25/2021 03:16 PM

08/25/2021 03:21 PM

Started On: 08/23/2021 03:40 PM





## Agreement for Construction Services

This Agreement for Construction Services ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Denucci Constructors LLC ("Contractor") is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

**As described in the IFB T4327, Great Oaks Drive Improvements at Brushy Creek; including the specifications set forth therein, which is incorporated herein as if copied in full.**

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of ten million five hundred eighty thousand six hundred thirty-four dollars and eleven cents (\$10,580,634.11) in accordance with the terms and conditions of this Agreement.

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

**As described in the IFB T4327, Great Oaks Drive Improvements at Brushy Creek; including the specifications set forth therein, which is incorporated herein as if copied in full.**

**Additional Work:** Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

### **ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:**

**4.1 Commencement of Work.** Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

**4.2 Substantial Completion.** "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion

thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons, therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: **585 Calendar days from Notice to Proceed**

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

**4.3 Final Completion.** The Work shall be fully and finally completed **615 days to Final Completion**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

**4.4 Liquidated Damages.** For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **One thousand two hundred eighty-five dollars (\$1285/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

## **ARTICLE 5 PAYMENT:**

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of

the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

#### **ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

**6.1** Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

**6.2** Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.



6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contractor shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work.
- b. provide an on-site, full-time superintendent for the duration of the Work.
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required.
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work.
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans.
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements.
- g. advise Owner of any tests that should be performed.
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work.
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes.
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

**6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.**

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

**COMMISSIONING AND WARRANTY RESPONSIBILITIES**

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated, and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

**ARTICLE 7 OWNER'S RESPONSIBILITIES**

**7.1 The Owner shall:**

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work.
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law.
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work.
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work.
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

**ARTICLE 8 INSURANCE AND INDEMNITY**

**8.1 Insurance.** The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

**8.1.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted doing business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability	
a. Worker's Compensation	Statutory	
b. Employer's Liability		
Bodily Injury by Accident	\$500,000 Ea. Accident	
Bodily Injury by Disease	\$500,000 Ea. Employee	
Bodily Injury by Disease	\$500,000 Policy Limit	
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:		
COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (Including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$1,000,000	
d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):		
COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (Including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	
e. Builder's Risk Insurance		

*(All risks)*

An all-risks policy shall be always in the amount equal to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than \$1,000,000.

**8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

**8.1.3** Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

**8.1.4** Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance

coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.5** The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

**8.1.6** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.7** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**8.1.8** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**8.1.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

**8.1.10** The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services

in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

## **8.2 INDEMNITY.**

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

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

**8.3** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **ARTICLE 9 BONDS**

**9.1 Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

**9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

**9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

## **ARTICLE 10 TERMINATION**

**10.1 Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**11.1 Interest and Late Payments.** Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

If an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21<sup>st</sup>) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the



error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance with the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

**11.2 Assignment; Successors and Assigns.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**11.3 Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**11.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

**11.5 Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

**11.6 Interpretation.** In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for nor against any party, regardless of the actual drafter of the Contract Documents.

**11.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**11.8 Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

**11.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected, and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**11.11 No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**11.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**11.13 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**11.14 Sales and Use Tax Exemption.** Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

**11.15 Texas Public Information Act.** To the extent, if any, that any provision in this Agreement conflicts with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas regarding the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

**11.17 Equal Opportunity in Employment.** The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**11.18 Reports of Accidents.** Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

**11.19 Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**11.20 Appropriation of Funds by Owner.** Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.


**11.21 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

**11.22 Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

By:   
Bill Gravell (Aug 4, 2021 08:44 CDT)

Printed Name: Bill Gravell

Title: County Judge

Date: Aug 4, 2021

**Party Representatives**

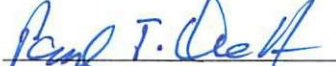
Owner's Designated Representative ("ODR"):

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

Phone \_\_\_\_\_  
Fax \_\_\_\_\_

**CONTRACTOR:**

Denucci Constructors LLC

By: 

Printed Name: PAUL T. DENUCCI

Title: MANAGER

Date: 7/26/21

Contractor's Designated Representative:

PAUL T. DENUCCI  
8310-1 CAP. TX. HWY. N. # 275  
AUSTIN, TX 78731

Phone 512-335-0600  
Fax 512-342-0600

## **STANDARD FORM OF AGREEMENT**

### **STATE OF TEXAS**

### **WILLIAMSON COUNTY**

**THIS STANDARD FORM OF AGREEMENT** (the “Agreement”) is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called “County”) and DeNucci Constructors LLC (hereinafter called “Contractor”).

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### **Article 1. Work**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The “Project” is generally described as follows:

Project No. **T4327 Great Oaks Drive Improvements at Brushy Creek Road**

#### **Article 2. Engineer of Record**

The Project has been designed by **P.E. Structural Consultants, Inc.**, who is hereinafter called the “Engineer of Record” and who is to act as the County’s design professional.

#### **Article 3. Contract Time**

The Work shall be Substantially Completed in 585 calendar days (the “Contract Time”). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

#### **Article 4. Contract Price**

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the “Contract Price”):

- 4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES Ten Million Five Hundred Eighty Thousand Six Hundred Thirty-Four and Eleven Cents \$10,580,634.11

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

#### **Article 5. Contractor's Representations**

In order to induce County to enter into this Agreement, Contractor makes the following representations:

- 5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".
- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- 5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- 5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.
- 5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.
- 5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County 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 County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Williamson County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **Article 6. Contract Documents**

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

- 6.1 This Standard Form of Agreement
- 6.2 Performance Bond
- 6.3 Payment Bond
- 6.4 Maintenance Bond
- 6.5 Certificate of Insurance
- 6.6 Wage Rates
- 6.7 General Conditions
- 6.8 Special Conditions
- 6.9 Technical Specifications
- 6.10 Plan Drawings
- 6.11 Addenda numbers 1 to 1, inclusive
- 6.12 Contractor's Bid Affidavit and Bid Form
- 6.13 Documentation submitted by Contractor prior to Notice of Award.
- 6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

## **Article 7. Miscellaneous**

- 7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that



- may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.
- 7.5 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 7.6 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.
- 7.7 This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- 7.8 Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- 7.9 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.
- 7.10 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 7.11 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 County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- 7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.
- 7.13 This Agreement and the Contract Documents represent 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

This Agreement will be effective on August 20, 2021 (which is the  
"Effective Date" of the Agreement).

COUNTY \_\_\_\_\_

CONTRACTOR DENUCCI CONSTRUCTORS, LLC

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

By: Paul T. DeNucci  
Title: MANAGER

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest S. J. [unclear]

**July 23, 2021**

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



Attention: Kerstin Hancock  
Deputy Purchasing Agent

Re: Williamson County Road Bond Program  
Great Oaks Drive Bridge at Brushy Creek  
Williamson County Project T4327  
Recommendation of Contractor Award

Dear Ms. Hancock,

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

1.	DeNucci Constructors, LLC	\$10,580,634.11
2.	Capital Excavation Company	\$11,486,704.87
3.	J.D. Abrams, LP	\$11,571,128.31
4.	James Construction Group, LLC	\$12,466,168.00
5.	Jordan Foster Construction, LLC	\$12,552,105.00
6.	MA Smith Contracting Co., Inc.	\$12,876,881.70
7.	PGC General Contractors	\$12,921,424.55

The lowest bidder was \$800,970.89 lower than the Engineer's Estimate, a cost savings of 7.0%. In addition to meeting bid qualifications subject to being the low bidder, DeNucci Constructors, LLC has successfully completed Forest North Drainage Phase 2 Project and is currently the prime contractor for Forest North Drainage Phase 3 Project and Hairy Man Road Project.

DeNucci Constructors, LLC has acknowledged that subcontractor A Greater Austin Development Company, Inc. will perform the bridge construction scope for this project. A Subcontractor Statement of Experience for A Greater Austin Development Company, Inc. has been provided describing their bridge construction experience for projects similar in size and scope to the bridge work in this contract.

Based on the references and qualifications for both DeNucci Constructors and A Greater Austin Development Company, Inc., we concur with the Design Engineer's (P.E. Structural Consultants, Inc.) Recommendation of Award for the Great Oaks Drive Bridge at Brushy Creek contract to DeNucci Constructors, LLC in the amount of \$10,580,634.11.

Please feel free to contact our office with any questions.

Respectfully Submitted,

**HNTB Corporation**

A handwritten signature in black ink, appearing to read 'L. Choate', is enclosed within a thin black rectangular border.

Lowell Choate, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Bill Gravell, Jr., Williamson County Judge  
Commissioner Cook, Williamson County, Pct. 1  
Commissioner Long, Williamson County, Pct. 2  
Commissioner Covey, Williamson County, Pct. 3  
Commissioner Boles, Williamson County, Pct. 4  
Robert Daigh, Williamson County  
Terron Evertson, Williamson County  
Mike Weaver, HNTB Corporation  
Richard Ridings, HNTB Corporation

**Bid Comparison**

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
DeNucci Constructors	10,580,634.11	1	(\$800,970.89)	-7.0%	\$ -	0.0%
Capital Excavation Company	11,486,704.87	2	\$105,099.87	0.9%	\$ 906,070.76	8.6%
J.D. Abrams, LP	11,571,128.31	3	\$189,523.31	1.7%	\$ 990,494.20	9.4%
James Construction	12,466,168.00	4	\$1,084,563.00	9.5%	\$ 1,885,533.89	17.8%
Jordan Foster Construction	12,552,105.00	5	\$1,170,500.00	10.3%	\$ 1,971,470.89	18.6%
MA Smith Contracting Co., Inc	12,876,881.70	6	\$1,495,276.70	13.1%	\$ 2,296,247.59	21.7%
PGC General Contractors	12,921,424.55	7	\$1,539,819.55	13.5%	\$ 2,340,790.44	22.1%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		Capital Excavation		J.D. Abrams	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	26	STA	\$ 4,000.00	\$ 104,000.00	\$ 3,500.00	\$ 91,000.00	\$ 3,750.00	\$ 97,500.00	\$ 30,000.00	\$ 780,000.00
2	104-6009	REMOVING CONC (RIPRAP)	29	SY	\$ 20.00	\$ 580.00	\$ 24.00	\$ 696.00	\$ 18.80	\$ 545.20	\$ 12.00	\$ 348.00
3	104-6022	REMOVING CONC (CURB & GUTTER)	2,312	LF	\$ 15.00	\$ 34,680.00	\$ 2.00	\$ 4,624.00	\$ 4.75	\$ 10,982.00	\$ 4.50	\$ 10,404.00
4	104-6024	REMOVING CONC (RETAINING WALLS)	98	SY	\$ 51.00	\$ 4,998.00	\$ 24.00	\$ 2,352.00	\$ 52.40	\$ 5,135.20	\$ 51.00	\$ 4,998.00
5	104-6026	REMOVING CONC (GUTTER)	76	LF	\$ 15.00	\$ 1,140.00	\$ 2.00	\$ 152.00	\$ 8.45	\$ 642.20	\$ 6.50	\$ 494.00
6	104-6028	REMOVING CONC (MISC.)	5	SY	\$ 1,000.00	\$ 5,000.00	\$ 24.00	\$ 120.00	\$ 75.60	\$ 378.00	\$ 15.00	\$ 75.00
7	104-6036	REMOVING CONC (SIDEWALKS OR RAMPS)	983	SY	\$ 20.00	\$ 19,660.00	\$ 24.00	\$ 23,592.00	\$ 10.75	\$ 10,567.25	\$ 12.00	\$ 11,796.00
8	105-6020	REMOVING STABILIZED BASE AND ASPHALT (12")	3,136	SY	\$ 7.00	\$ 21,952.00	\$ 24.00	\$ 75,264.00	\$ 2.45	\$ 7,683.20	\$ 6.50	\$ 20,384.00
9	105-6077	REMOVING STABILIZED BASE AND ASPHALT (8")	487	SY	\$ 7.00	\$ 3,409.00	\$ 24.00	\$ 11,688.00	\$ 8.85	\$ 4,309.95	\$ 7.50	\$ 3,652.50
10	105-6105	REMOVING STABILIZED BASE AND ASPHALT (15")	3,326	SY	\$ 8.00	\$ 26,608.00	\$ 24.00	\$ 79,824.00	\$ 7.40	\$ 24,612.40	\$ 8.00	\$ 26,608.00
11	110-6001	EXCAVATION (ROADWAY)	2,073	CY	\$ 15.00	\$ 31,095.00	\$ 5.00	\$ 10,365.00	\$ 28.00	\$ 58,044.00	\$ 13.00	\$ 26,949.00
12	110-6002	EXCAVATION (CHANNEL)	5,924	CY	\$ 15.00	\$ 88,860.00	\$ 5.00	\$ 29,620.00	\$ 28.00	\$ 165,872.00	\$ 18.00	\$ 106,632.00
13	110-6003	EXCAVATION (SPECIAL)	1,065	CY	\$ 20.00	\$ 21,300.00	\$ 5.00	\$ 5,325.00	\$ 1.20	\$ 1,278.00	\$ 21.00	\$ 22,365.00
14	132-6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	12,651	CY	\$ 25.00	\$ 316,275.00	\$ 20.00	\$ 253,020.00	\$ 28.50	\$ 360,553.50	\$ 30.00	\$ 379,530.00
15	132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	11,844	CY	\$ 40.00	\$ 473,760.00	\$ 20.00	\$ 236,880.00	\$ 39.30	\$ 465,469.20	\$ 19.00	\$ 225,036.00
16	132-6035	EMBANK(FINAL)(DC)(TY E)(CSBE)	1,430	CY	\$ 45.00	\$ 64,350.00	\$ 20.00	\$ 28,600.00	\$ 74.50	\$ 106,535.00	\$ 55.00	\$ 78,650.00
17	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	13,149	SY	\$ 2.10	\$ 27,613.00	\$ 5.00	\$ 65,745.00	\$ 3.80	\$ 49,966.20	\$ 1.25	\$ 16,436.25
18	161-WC001	EROSION CONTROL COMPOST (3")	3,210	SY	\$ 3.45	\$ 11,075.00	\$ 4.00	\$ 12,840.00	\$ 3.00	\$ 9,630.00	\$ 18.00	\$ 57,780.00
19	162-6002	BLOCK SODDING	4,998	SY	\$ 6.50	\$ 32,487.00	\$ 8.00	\$ 39,984.00	\$ 5.65	\$ 28,238.70	\$ 6.00	\$ 29,988.00
20	164-WC04	SEEDING FOR EROSION CONTROL(TEMP)(COOL)(TY 4)	6,419	SY	\$ 0.50	\$ 3,210.00	\$ 2.00	\$ 12,838.00	\$ 0.25	\$ 1,604.75	\$ 0.25	\$ 1,604.75
21	164-WC05	SEEDING FOR EROSION CONTROL(PERM)(WARM)(TY 5)	13,149	SY	\$ 0.50	\$ 6,575.00	\$ 2.00	\$ 26,298.00	\$ 0.95	\$ 12,491.55	\$ 0.95	\$ 12,491.55
22	164-WC10	SEEDING FOR EROSION CONTROL(TEMP)(WARM)(TY 10)	6,419	SY	\$ 0.50	\$ 3,210.00	\$ 2.00	\$ 12,838.00	\$ 0.25	\$ 1,604.75	\$ 0.25	\$ 1,604.75
23	166-6002	FERTILIZER	0	TON	\$ 1,500.00	\$ 210.00	\$ 3,800.00	\$ 532.00	\$ 1,540.00	\$ 215.60	\$ 1,500.00	\$ 210.00
24	168-WC01	VEGETATIVE WATERING	210	MG	\$ 24.00	\$ 5,040.00	\$ 85.00	\$ 17,850.00	\$ 28.95	\$ 6,079.50	\$ 18.00	\$ 3,780.00
25	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	230	SY	\$ 3.00	\$ 690.00	\$ 6.00	\$ 1,380.00	\$ 1.45	\$ 333.50	\$ 1.50	\$ 345.00
26	247-6238	FL BS (CMP IN PLC) (TYPE A GRADE 4) (12")	4,503	SY	\$ 20.00	\$ 90,060.00	\$ 16.00	\$ 72,048.00	\$ 17.70	\$ 79,703.10	\$ 20.00	\$ 90,060.00
27	247-6239	FL BS (CMP IN PLC) (TYPE A GRADE 4) (15")	4,863	SY	\$ 25.00	\$ 121,575.00	\$ 19.00	\$ 92,397.00	\$ 19.55	\$ 95,071.65	\$ 25.00	\$ 121,575.00
28	260-6002	LIME (HYDRATED LIME (SLURRY))	71	TON	\$ 150.00	\$ 10,650.00	\$ 225.00	\$ 15,975.00	\$ 180.00	\$ 12,780.00	\$ 140.00	\$ 9,940.00
29	260-6015	LIME TRT (NEW BASE)(8")	3,903	SY	\$ 5.00	\$ 19,515.00	\$ 9.00	\$ 35,127.00	\$ 3.85	\$ 15,026.55	\$ 5.75	\$ 22,442.25
30	310-6009	PRIME COAT (MC-30)	1,656	GAL	\$ 5.00	\$ 8,280.00	\$ 5.50	\$ 9,108.00	\$ 6.00	\$ 9,936.00	\$ 6.00	\$ 9,936.00
31	316-6017	ASPH (AC-20-5TR)	2,614	GAL	\$ 3.00	\$ 7,842.00	\$ 9.00	\$ 23,526.00	\$ 7.15	\$ 18,690.10	\$ 7.10	\$ 18,559.40
32	316-6022	ASPH (CRS-2)	2,517	GAL	\$ 3.00	\$ 7,551.00	\$ 9.00	\$ 22,653.00	\$ 6.50	\$ 16,360.50	\$ 6.50	\$ 16,360.50
33	316-6397	AGGR (TY-D GR-4 OR TY-L GR-4)	135	CY	\$ 150.00	\$ 20,250.00	\$ 265.00	\$ 35,775.00	\$ 400.00	\$ 54,000.00	\$ 400.00	\$ 54,000.00
34	3076-6001	D-GR HMA TY-B PG64-22	1,383	TON	\$ 85.00	\$ 117,555.00	\$ 115.00	\$ 159,045.00	\$ 122.00	\$ 168,726.00	\$ 120.00	\$ 165,960.00
35	3076-6035	D-GR HMA TY-D PG64-22	946	TON	\$ 90.00	\$ 85,140.00	\$ 125.00	\$ 118,250.00	\$ 142.00	\$ 134,332.00	\$ 140.00	\$ 132,440.00
36	3076-6038	D-GR HMA TY-D PG64-22 (LEVEL-UP)	50	TON	\$ 80.00	\$ 4,000.00	\$ 125.00	\$ 6,250.00	\$ 155.00	\$ 7,750.00	\$ 155.00	\$ 7,750.00
37	360-6047	CONC PVMT (CONT REINF - CRCP) (6")	3,903	SY	\$ 115.00	\$ 448,845.00	\$ 85.00	\$ 331,755.00	\$ 63.70	\$ 248,621.10	\$ 72.00	\$ 281,016.00
38	400-6005	CEM STABIL BKFL	254	CY	\$ 135.00	\$ 34,290.00	\$ 135.00	\$ 34,290.00	\$ 180.00	\$ 45,720.00	\$ 150.00	\$ 38,100.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		Capital Excavation		J.D. Abrams	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
39	401-6001	FLOWABLE BACKFILL	7	CY	\$ 275.00	\$ 1,925.00	\$ 165.00	\$ 1,155.00	\$ 199.00	\$ 1,393.00	\$ 225.00	\$ 1,575.00
40	402-6001	TRENCH EXCAVATION PROTECTION	337	LF	\$ 10.00	\$ 3,370.00	\$ 3.00	\$ 1,011.00	\$ 11.35	\$ 3,824.95	\$ 3.00	\$ 1,011.00
41	403-6001	TEMPORARY SPL SHORING	2,762	SF	\$ 30.00	\$ 82,860.00	\$ 22.00	\$ 60,764.00	\$ 5.70	\$ 15,743.40	\$ 5.00	\$ 13,810.00
42	416-6003	DRILL SHAFT (30 IN)	710	LF	\$ 160.00	\$ 113,600.00	\$ 300.00	\$ 213,000.00	\$ 192.00	\$ 136,320.00	\$ 180.00	\$ 127,800.00
43	416-6004	DRILL SHAFT (36 IN)	652	LF	\$ 210.00	\$ 136,920.00	\$ 350.00	\$ 228,200.00	\$ 222.00	\$ 144,744.00	\$ 225.00	\$ 146,700.00
44	416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	94	LF	\$ 400.00	\$ 37,600.00	\$ 425.00	\$ 39,950.00	\$ 330.00	\$ 31,020.00	\$ 205.00	\$ 19,270.00
45	420-6013	CL C CONC (ABUT)	177	CY	\$ 1,000.00	\$ 177,000.00	\$ 800.00	\$ 141,600.00	\$ 990.00	\$ 175,230.00	\$ 1,000.00	\$ 177,000.00
46	420-6029	CL C CONC (CAP)	192	CY	\$ 1,250.00	\$ 239,625.00	\$ 850.00	\$ 162,945.00	\$ 1,300.00	\$ 249,210.00	\$ 1,100.00	\$ 210,870.00
47	420-6037	CL C CONC (COLUMN)	81	CY	\$ 1,250.00	\$ 100,750.00	\$ 850.00	\$ 68,510.00	\$ 1,150.00	\$ 92,690.00	\$ 1,100.00	\$ 88,660.00
48	420-6071	CL C CONC (COLLAR)	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00	\$ 4,490.00	\$ 4,490.00	\$ 2,500.00	\$ 2,500.00
49	420-6074	CL C CONC (MISC)	13	CY	\$ 1,200.00	\$ 15,240.00	\$ 800.00	\$ 10,160.00	\$ 930.00	\$ 11,811.00	\$ 2,000.00	\$ 25,400.00
50	420-6100	CL F CONC (FOOTING) (MA)	85	CY	\$ 500.00	\$ 42,500.00	\$ 600.00	\$ 51,000.00	\$ 980.00	\$ 83,300.00	\$ 1,100.00	\$ 93,500.00
51	422-6001	REINF CONC SLAB	31,512	SF	\$ 20.00	\$ 630,240.00	\$ 12.00	\$ 378,144.00	\$ 18.65	\$ 587,698.80	\$ 15.00	\$ 472,680.00
52	422-6007	REINF CONC SLAB (SLAB BEAM)	8,468	SF	\$ 25.00	\$ 211,700.00	\$ 22.00	\$ 186,296.00	\$ 14.30	\$ 121,092.40	\$ 17.00	\$ 143,956.00
53	422-6011	BRIDGE MEDIAN	1,330	SF	\$ 15.00	\$ 19,950.00	\$ 12.00	\$ 15,960.00	\$ 10.70	\$ 14,231.00	\$ 18.00	\$ 23,940.00
54	422-6013	BRIDGE SIDEWALK	8,897	SF	\$ 15.00	\$ 133,455.00	\$ 12.00	\$ 106,764.00	\$ 7.90	\$ 70,286.30	\$ 13.00	\$ 115,661.00
55	422-6015	APPROACH SLAB	227	CY	\$ 525.00	\$ 119,123.00	\$ 550.00	\$ 124,795.00	\$ 570.00	\$ 129,333.00	\$ 600.00	\$ 136,140.00
56	423-6001	RETAINING WALL (MSE)	21,159	SF	\$ 55.00	\$ 1,163,745.00	\$ 30.00	\$ 634,770.00	\$ 41.10	\$ 869,634.90	\$ 55.00	\$ 1,163,745.00
57	423-6003	RETAINING WALL (TEMP WALL)	2,755	SF	\$ 30.00	\$ 82,650.00	\$ 16.00	\$ 44,080.00	\$ 13.80	\$ 38,019.00	\$ 20.00	\$ 55,100.00
58	423-6005	RETAINING WALL (SPREAD FOOTING)	5,717	SF	\$ 70.00	\$ 400,190.00	\$ 60.00	\$ 343,020.00	\$ 59.10	\$ 337,874.70	\$ 80.00	\$ 457,360.00
59	425-6009	PRESTR CONC SLAB BEAM (4SB12)	625	LF	\$ 200.00	\$ 124,964.00	\$ 240.00	\$ 149,956.80	\$ 240.00	\$ 149,956.80	\$ 145.00	\$ 90,598.90
60	425-6010	PRESTR CONC SLAB BEAM (5SB12)	1,113	LF	\$ 200.00	\$ 222,572.00	\$ 240.00	\$ 267,086.40	\$ 242.00	\$ 269,312.12	\$ 175.00	\$ 194,750.50
61	425-6037	PRESTR CONC GIRDER (TX40) (MOD)	239	LF	\$ 300.00	\$ 71,568.00	\$ 240.00	\$ 57,254.40	\$ 280.00	\$ 66,796.80	\$ 900.00	\$ 214,704.00
62	425-6038	PRESTR CONC GIRDER (TX46)	3,068	LF	\$ 150.00	\$ 460,215.00	\$ 250.00	\$ 767,025.00	\$ 243.00	\$ 745,548.30	\$ 165.00	\$ 506,236.50
63	425-6038	PRESTR CONC GIRDER (TX46) (MOD)	302	LF	\$ 300.00	\$ 90,606.00	\$ 420.00	\$ 126,848.40	\$ 270.00	\$ 81,545.40	\$ 725.00	\$ 218,964.50
64	432-6003	RIPRAP (CONC)(6 IN)	34	CY	\$ 600.00	\$ 20,400.00	\$ 250.00	\$ 8,500.00	\$ 510.00	\$ 17,340.00	\$ 425.00	\$ 14,450.00
65	432-6010	RIRAP (CONCRETE) (CL B) (5 IN)	3	CY	\$ 500.00	\$ 1,550.00	\$ 450.00	\$ 1,395.00	\$ 650.00	\$ 2,015.00	\$ 1,100.00	\$ 3,410.00
66	432-6031	RIPRAP (STONE PROTECTION)(12 IN)	3,138	CY	\$ 135.00	\$ 423,630.00	\$ 85.00	\$ 266,730.00	\$ 197.00	\$ 618,186.00	\$ 100.00	\$ 313,800.00
67	432-6032	RIPRAP (STONE PROTECTION)(15 IN)	802	CY	\$ 170.00	\$ 136,340.00	\$ 110.00	\$ 88,220.00	\$ 218.00	\$ 174,836.00	\$ 100.00	\$ 80,200.00
68	432-6042	RIPRAP (CONC)(DIIPATER)	71	CY	\$ 650.00	\$ 46,150.00	\$ 400.00	\$ 28,400.00	\$ 580.00	\$ 41,180.00	\$ 600.00	\$ 42,600.00
69	442-6007	STR STEEL (MISC NON-BRIDGE)	2,021	LB	\$ 12.00	\$ 24,252.00	\$ 20.00	\$ 40,420.00	\$ 15.55	\$ 31,426.55	\$ 11.00	\$ 22,231.00
70	450-6004	RAIL (TY T221) (MOD)	1,180	LF	\$ 80.00	\$ 94,400.00	\$ 240.00	\$ 283,200.00	\$ 66.90	\$ 78,942.00	\$ 75.00	\$ 88,500.00
71	450-6019	RAIL (TY T631LS)	568	LF	\$ 75.00	\$ 42,623.00	\$ 260.00	\$ 147,758.00	\$ 60.40	\$ 34,325.32	\$ 70.00	\$ 39,781.00
72	450-6030	RAIL (TY C221) (MOD)	1,152	LF	\$ 90.00	\$ 103,689.00	\$ 260.00	\$ 299,546.00	\$ 116.00	\$ 133,643.60	\$ 125.00	\$ 144,012.50
73	450-6042	RAIL (TY PR1)	95	LF	\$ 85.00	\$ 8,075.00	\$ 210.00	\$ 19,950.00	\$ 153.00	\$ 14,535.00	\$ 165.00	\$ 15,675.00
74	454-6001	SEALED EXPANSION JOINT (4 IN) (SEJ - A)	210	LF	\$ 125.00	\$ 26,250.00	\$ 12.00	\$ 2,520.00	\$ 147.00	\$ 30,870.00	\$ 150.00	\$ 31,500.00
75	462-6003	CONC BOX CULV (4 FT X 2 FT)	42	LF	\$ 300.00	\$ 12,600.00	\$ 350.00	\$ 14,700.00	\$ 440.00	\$ 18,480.00	\$ 275.00	\$ 11,550.00
76	462-6014	CONC BOX CULV (7 FT X 3 FT)	137	LF	\$ 475.00	\$ 65,075.00	\$ 575.00	\$ 78,775.00	\$ 570.00	\$ 78,090.00	\$ 500.00	\$ 68,500.00
77	462-6016	CONC BOX CULV ( 7 FT X5 FT)	259	LF	\$ 560.00	\$ 145,040.00	\$ 800.00	\$ 207,200.00	\$ 720.00	\$ 186,480.00	\$ 600.00	\$ 155,400.00
78	464-6003	R C PIPE (CL III) (18 IN)	574	LF	\$ 75.00	\$ 43,050.00	\$ 65.00	\$ 37,310.00	\$ 83.50	\$ 47,929.00	\$ 75.00	\$ 43,050.00



BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		Capital Excavation		J.D. Abrams	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
79	464-6005	R C PIPE (CL III) (24 IN)	162	LF	\$ 85.00	\$ 13,770.00	\$ 95.00	\$ 15,390.00	\$ 108.00	\$ 17,496.00	\$ 100.00	\$ 16,200.00
80	464-6007	R C PIPE (CL III) (30 IN)	94	LF	\$ 110.00	\$ 10,340.00	\$ 110.00	\$ 10,340.00	\$ 130.00	\$ 12,220.00	\$ 105.00	\$ 9,870.00
81	464-6009	R C PIPE (CL III) (42 IN)	108	LF	\$ 210.00	\$ 22,680.00	\$ 210.00	\$ 22,680.00	\$ 219.00	\$ 23,652.00	\$ 215.00	\$ 23,220.00
82	464-6012	R C PIPE (CL III)(60 IN)	78	LF	\$ 350.00	\$ 27,300.00	\$ 300.00	\$ 23,400.00	\$ 360.00	\$ 28,080.00	\$ 305.00	\$ 23,790.00
83	464-6025	R C PIPE (CL V) (18 IN)	133	LF	\$ 85.00	\$ 11,305.00	\$ 75.00	\$ 9,975.00	\$ 106.00	\$ 14,098.00	\$ 95.00	\$ 12,635.00
84	464-6028	R C PIPE (CL V) (42 IN)	83	LF	\$ 250.00	\$ 20,750.00	\$ 230.00	\$ 19,090.00	\$ 290.00	\$ 24,070.00	\$ 275.00	\$ 22,825.00
85	464-6030	RC PIPE (ARCH)(CL III)(DES 1)	70	LF	\$ 175.00	\$ 12,250.00	\$ 245.00	\$ 17,150.00	\$ 163.00	\$ 11,410.00	\$ 150.00	\$ 10,500.00
86	465-6002	MANH (COMPL)(PRM)(48IN)	4	EA	\$ 4,500.00	\$ 18,000.00	\$ 5,000.00	\$ 20,000.00	\$ 2,870.00	\$ 11,480.00	\$ 4,750.00	\$ 19,000.00
87	465-6013	INLET (COMPL)(PCO)(3FT)(NONE)	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 4,200.00	\$ 4,200.00	\$ 8,900.00	\$ 8,900.00	\$ 7,500.00	\$ 7,500.00
88	465-6016	INLET (COMPL)(PCO)(3FT)(BOTH)	4	EA	\$ 5,500.00	\$ 22,000.00	\$ 4,200.00	\$ 16,800.00	\$ 5,700.00	\$ 22,800.00	\$ 5,500.00	\$ 22,000.00
89	465-6017	INLET (COMPL)(PCO)(4FT)(NONE)	1	EA	\$ 5,500.00	\$ 5,500.00	\$ 5,200.00	\$ 5,200.00	\$ 6,600.00	\$ 6,600.00	\$ 5,000.00	\$ 5,000.00
90	465-6021	INLET (COMPL)(PCO)(5FT)(NONE)	1	EA	\$ 5,250.00	\$ 5,250.00	\$ 6,200.00	\$ 6,200.00	\$ 11,100.00	\$ 11,100.00	\$ 8,750.00	\$ 8,750.00
91	465-6024	INLET (COMPL)(PCO)(5FT)(BOTH)	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 6,200.00	\$ 6,200.00	\$ 4,450.00	\$ 4,450.00	\$ 7,000.00	\$ 7,000.00
92	465-6032	INLET (COMPL)(PCU)(3FT)(BOTH)	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 4,200.00	\$ 4,200.00	\$ 6,200.00	\$ 6,200.00	\$ 5,500.00	\$ 5,500.00
93	465-6050	INLET (COMPL)(POD)(SFG)(3FTX5FT)	1	EA	\$ 5,500.00	\$ 5,500.00	\$ 4,200.00	\$ 4,200.00	\$ 4,330.00	\$ 4,330.00	\$ 5,500.00	\$ 5,500.00
94	465-6126	INLET (COMPL) (PSL)(FG) (3FTX3FT-3FTX3FT)	1	EA	\$ 5,700.00	\$ 5,700.00	\$ 4,400.00	\$ 4,400.00	\$ 3,680.00	\$ 3,680.00	\$ 4,500.00	\$ 4,500.00
95	465-6146	INLET (COMPL)(PSL)(SFG)(3FTX3FT-3FTX3FT)	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 4,400.00	\$ 8,800.00	\$ 4,100.00	\$ 8,200.00	\$ 4,750.00	\$ 9,500.00
96	465-6148	INLET(COMPL)(PSL)(SFG)(3FTX5FT-3FTX5FT)	6	EA	\$ 6,500.00	\$ 39,000.00	\$ 5,600.00	\$ 33,600.00	\$ 5,600.00	\$ 33,600.00	\$ 5,500.00	\$ 33,000.00
97	466-6117	HEADWALL (CH - PW - A - 0) (DES= 1)	2	EA	\$ 6,500.00	\$ 13,000.00	\$ 6,500.00	\$ 13,000.00	\$ 3,360.00	\$ 6,720.00	\$ 7,500.00	\$ 15,000.00
98	466-6179	WINGWALL (PW-1) (HW=4FT)	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00	\$ 5,100.00	\$ 5,100.00	\$ 11,500.00	\$ 11,500.00
99	466-6183	WINGWALL (PW-1) (HW=8FT) (MOD)	1	EA	\$ 30,000.00	\$ 30,000.00	\$ 6,200.00	\$ 6,200.00	\$ 29,700.00	\$ 29,700.00	\$ 60,000.00	\$ 60,000.00
100	467-6138	SET (TY I) (S=4) (HW=3) (3 : 1) (P)	2	EA	\$ 9,500.00	\$ 19,000.00	\$ 3,000.00	\$ 6,000.00	\$ 5,200.00	\$ 10,400.00	\$ 11,500.00	\$ 23,000.00
101	467-6358	SET (TY II) (18 IN) (RCP) (4:1) (C)	2	EA	\$ 1,250.00	\$ 2,500.00	\$ 3,200.00	\$ 6,400.00	\$ 1,090.00	\$ 2,180.00	\$ 2,500.00	\$ 5,000.00
102	467-6362	SET (TY II) (18 IN) (RCP) (6: 1) (C)	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 3,600.00	\$ 3,600.00	\$ 1,180.00	\$ 1,180.00	\$ 2,500.00	\$ 2,500.00
103	467-6389	SET (TY II) (24 IN) (RCP) (3: 1) (P)	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,660.00	\$ 1,660.00	\$ 2,500.00	\$ 2,500.00
104	467-6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 4,400.00	\$ 4,400.00	\$ 1,950.00	\$ 1,950.00	\$ 3,000.00	\$ 3,000.00
105	496-6002	REMOV STR (INLET)	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00	\$ 1,020.00	\$ 1,020.00	\$ 600.00	\$ 600.00
106	496-6004	REMOV STR (SET)	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,200.00	\$ 2,400.00	\$ 290.00	\$ 580.00	\$ 1,000.00	\$ 2,000.00
107	496-6006	REMOV STR (HEADWALL)	5	EA	\$ 1,500.00	\$ 7,500.00	\$ 800.00	\$ 4,000.00	\$ 4,480.00	\$ 22,400.00	\$ 900.00	\$ 4,500.00
108	496-6007	REMOV STR (PIPE)	144	LF	\$ 30.00	\$ 4,320.00	\$ 45.00	\$ 6,480.00	\$ 16.10	\$ 2,318.40	\$ 12.00	\$ 1,728.00
109	496-6010	REMOV STR (BRIDGE 100-499 FT LENGTH)	1	EA	\$ 70,000.00	\$ 70,000.00	\$ 120,000.00	\$ 120,000.00	\$ 138,000.00	\$ 138,000.00	\$ 55,000.00	\$ 55,000.00
110	496-6030	REMOV STR (BOLLARD)	8	EA	\$ 500.00	\$ 4,000.00	\$ 100.00	\$ 800.00	\$ 179.00	\$ 1,432.00	\$ 60.00	\$ 480.00
111	496-6032	REMOV STR (ROCKWALL)	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,200.00	\$ 2,400.00	\$ 710.00	\$ 1,420.00	\$ 3,000.00	\$ 6,000.00
112	496-6043	REMOV STR (SMALL FENCE)	30	LF	\$ 5.00	\$ 150.00	\$ 6.00	\$ 180.00	\$ 47.65	\$ 1,429.50	\$ 11.00	\$ 330.00
113	500-6001	MOBILIZATION	1	LS	\$ 1,010,500.00	\$ 1,010,500.00	\$ 400,000.00	\$ 400,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 850,000.00	\$ 850,000.00
114	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	18	MO	\$ 8,100.00	\$ 145,800.00	\$ 3,500.00	\$ 63,000.00	\$ 3,830.00	\$ 68,940.00	\$ 10,000.00	\$ 180,000.00
115	506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	520	LF	\$ 65.00	\$ 33,800.00	\$ 35.00	\$ 18,200.00	\$ 46.15	\$ 23,998.00	\$ 60.00	\$ 31,200.00
116	506-6011	ROCK FILTER DAMS (REMOVE)	520	LF	\$ 11.00	\$ 5,720.00	\$ 10.00	\$ 5,200.00	\$ 41.05	\$ 21,346.00	\$ 20.00	\$ 10,400.00
117	506-6035	SANDBAGS FOR EROSION CONTROL	76	EA	\$ 8.00	\$ 608.00	\$ 25.00	\$ 1,900.00	\$ 8.20	\$ 623.20	\$ 10.00	\$ 760.00
118	506-6037	BIODEGRADABLE EROSION CONTROL LOGS (12")	276	LF	\$ 9.00	\$ 2,484.00	\$ 8.00	\$ 2,208.00	\$ 4.10	\$ 1,131.60	\$ 6.00	\$ 1,656.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		Capital Excavation		J.D. Abrams	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
119	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	2,185	LF	\$ 4.50	\$ 9,833.00	\$ 3.00	\$ 6,555.00	\$ 3.60	\$ 7,866.00	\$ 5.00	\$ 10,925.00
120	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	2,185	LF	\$ 2.00	\$ 4,370.00	\$ 1.00	\$ 2,185.00	\$ 1.05	\$ 2,294.25	\$ 0.50	\$ 1,092.50
121	508-6001	CONSTRUCTING DETOURS	2,888	SY	\$ 75.00	\$ 216,600.00	\$ 42.00	\$ 121,296.00	\$ 47.20	\$ 136,313.60	\$ 80.00	\$ 231,040.00
122	512-6005	PORT CTB (FUR & INST)(F-SHAPE)(TY 1)	1,298	LF	\$ 40.00	\$ 51,920.00	\$ 46.00	\$ 59,708.00	\$ 14.90	\$ 19,340.20	\$ 25.00	\$ 32,450.00
123	512-6009	PORTABLE CTB (FUR & INST) (LOW PROF) (TY1)	1,750	LF	\$ 40.00	\$ 70,000.00	\$ 46.00	\$ 80,500.00	\$ 14.90	\$ 26,075.00	\$ 40.00	\$ 70,000.00
124	512-6010	PORTABLE CTB (FUR & INST) (LOW PROF) (TY2)	80	LF	\$ 60.00	\$ 4,800.00	\$ 46.00	\$ 3,680.00	\$ 14.90	\$ 1,192.00	\$ 80.00	\$ 6,400.00
125	512-6029	PORTABLE CTB (MOVE) (F-SHAPE) (TY1)	414	LF	\$ 8.00	\$ 3,312.00	\$ 6.00	\$ 2,484.00	\$ 6.10	\$ 2,525.40	\$ 7.00	\$ 2,898.00
126	512-6033	PORTABLE CTB (MOVE) (LOW PROF) (TY1)	140	LF	\$ 10.00	\$ 1,400.00	\$ 6.00	\$ 840.00	\$ 6.10	\$ 854.00	\$ 5.00	\$ 700.00
127	512-6034	PORTABLE CTB (MOVE) (LOW PROF) (TY2)	20	LF	\$ 15.00	\$ 300.00	\$ 6.00	\$ 120.00	\$ 6.10	\$ 122.00	\$ 5.00	\$ 100.00
128	512-6053	PORTABLE CTB (REMOVE) (F-SHAPE) (TY-1)	1,298	LF	\$ 15.00	\$ 19,470.00	\$ 6.00	\$ 7,788.00	\$ 14.90	\$ 19,340.20	\$ 7.50	\$ 9,735.00
129	512-6057	PORTABLE CTB (REMOVE) (LOW PROF) (TY1)	1,750	LF	\$ 15.00	\$ 26,250.00	\$ 6.00	\$ 10,500.00	\$ 14.90	\$ 26,075.00	\$ 6.00	\$ 10,500.00
130	512-6058	PORTABLE CTB (REMOVE) (LOW PROF) (TY2)	80	LF	\$ 15.00	\$ 1,200.00	\$ 6.00	\$ 480.00	\$ 14.90	\$ 1,192.00	\$ 6.00	\$ 480.00
131	529-6002	CONCRETE CURB TYPE II	239	LF	\$ 20.00	\$ 4,780.00	\$ 22.00	\$ 5,258.00	\$ 21.50	\$ 5,138.50	\$ 19.00	\$ 4,541.00
132	529-6008	CONC CURB & GUTTER (TY 2)	2,325	LF	\$ 20.00	\$ 46,500.00	\$ 22.00	\$ 51,150.00	\$ 15.75	\$ 36,618.75	\$ 19.00	\$ 44,175.00
133	531-6002	CONC SIDEWALKS (5")	909	SY	\$ 55.00	\$ 49,995.00	\$ 42.00	\$ 38,178.00	\$ 58.90	\$ 53,540.10	\$ 55.00	\$ 49,995.00
134	531-6005	CURB RAMP, TYPE 2	2	EA	\$ 2,200.00	\$ 4,400.00	\$ 2,800.00	\$ 5,600.00	\$ 1,210.00	\$ 2,420.00	\$ 1,800.00	\$ 3,600.00
135	536-6004	CONC DIRECTIONAL ISLAND	176	SY	\$ 100.00	\$ 17,600.00	\$ 72.00	\$ 12,672.00	\$ 83.20	\$ 14,643.20	\$ 65.00	\$ 11,440.00
136	540-6001	MTL W-BEAM GD FEN (TIM POST)	163	LF	\$ 23.00	\$ 3,749.00	\$ 65.00	\$ 10,595.00	\$ 29.15	\$ 4,751.45	\$ 30.00	\$ 4,890.00
137	540-6005	TERMINAL ANCHOR SECTION	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 2,800.00	\$ 2,800.00	\$ 800.00	\$ 800.00	\$ 825.00	\$ 825.00
138	540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 3,000.00	\$ 6,000.00	\$ 2,390.00	\$ 4,780.00	\$ 2,500.00	\$ 5,000.00
139	540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	1	EA	\$ 1,600.00	\$ 1,600.00	\$ 3,025.00	\$ 3,200.00	\$ 1,150.00	\$ 1,150.00	\$ 1,250.00	\$ 1,250.00
140	542-6001	REMOVE METAL BEAM GUARD FENCE	119	LF	\$ 4.00	\$ 476.00	\$ 25.00	\$ 2,975.00	\$ 38.60	\$ 4,593.40	\$ 10.00	\$ 1,190.00
141	545-6005	CRASH CUSH ATTEN (REMOVE)	1	EA	\$ 1,100.00	\$ 1,100.00	\$ 400.00	\$ 400.00	\$ 770.00	\$ 770.00	\$ 350.00	\$ 350.00
142	545-6019	CRASH CUSH ATTEN (INSTL) (S) (N) (TL3)	1	EA	\$ 8,500.00	\$ 8,500.00	\$ 4,500.00	\$ 4,500.00	\$ 8,900.00	\$ 8,900.00	\$ 8,000.00	\$ 8,000.00
143	550-6001	CHAIN LINK FENCE (INSTALL) (6")	312	LF	\$ 30.00	\$ 9,360.00	\$ 28.00	\$ 8,736.00	\$ 50.00	\$ 15,600.00	\$ 20.00	\$ 6,240.00
144	550-6003	CHAINLINK FENCE (REMOVE)	939	LF	\$ 7.00	\$ 6,573.00	\$ 8.00	\$ 7,512.00	\$ 5.00	\$ 4,695.00	\$ 5.00	\$ 4,695.00
145	550-6004	CHAIN LINK FENCE GATE (INSTALL)(DOUBLE)(6"X14")	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 2,600.00	\$ 2,600.00	\$ 2,750.00	\$ 2,750.00	\$ 1,500.00	\$ 1,500.00
146	550-6006	GATE (REMOVE)	1	EA	\$ 600.00	\$ 600.00	\$ 200.00	\$ 200.00	\$ 1,000.00	\$ 1,000.00	\$ 400.00	\$ 400.00
147	556-6008	PIPE UNDERDRAINS (TY 8) (6 IN)	118	LF	\$ 35.00	\$ 4,130.00	\$ 42.00	\$ 4,956.00	\$ 39.45	\$ 4,655.10	\$ 45.00	\$ 5,310.00
148	610-6007	REMOVE RD IL ASM (SHOE-BASE)	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 200.00	\$ 200.00	\$ 350.00	\$ 350.00	\$ 325.00	\$ 325.00
149	610-6107	IN RD IL (U/P) (TY 2) (250W EQ) LED	17	EA	\$ 1,000.00	\$ 17,000.00	\$ 6,500.00	\$ 110,500.00	\$ 1,990.00	\$ 33,830.00	\$ 1,850.00	\$ 31,450.00
150	610-6130	IN RD IL (TY SA) 20T-8 (250W EQ) LED	4	EA	\$ 3,000.00	\$ 12,000.00	\$ 7,200.00	\$ 28,800.00	\$ 3,540.00	\$ 14,160.00	\$ 3,250.00	\$ 13,000.00
151	618-6046	CONDT (PVC) (SCHD 80) (2")	1,391	LF	\$ 15.00	\$ 20,865.00	\$ 12.00	\$ 16,692.00	\$ 22.15	\$ 30,810.65	\$ 22.00	\$ 30,602.00
152	618-6053	CONDT (PVC) (SCHD 80) (3")	575	LF	\$ 18.00	\$ 10,350.00	\$ 16.00	\$ 9,200.00	\$ 33.20	\$ 19,090.00	\$ 32.00	\$ 18,400.00
153	618-6070	CONDT (RM) (2")	600	LF	\$ 40.00	\$ 24,000.00	\$ 20.00	\$ 12,000.00	\$ 55.40	\$ 33,240.00	\$ 52.00	\$ 31,200.00
154	620-6005	ELEC CONDR (NO. 10) BARE	1,505	LF	\$ 2.00	\$ 3,010.00	\$ 4.00	\$ 6,020.00	\$ 1.75	\$ 2,633.75	\$ 1.65	\$ 2,483.25
155	620-6006	ELEC CONDR (NO.10) INSULATED	6,060	LF	\$ 2.00	\$ 12,120.00	\$ 5.00	\$ 30,300.00	\$ 1.90	\$ 11,514.00	\$ 1.75	\$ 10,605.00
156	620-6008	ELEC CONDR (NO. 8) INSULATED	1,810	LF	\$ 2.00	\$ 3,620.00	\$ 5.00	\$ 9,050.00	\$ 1.75	\$ 3,167.50	\$ 1.65	\$ 2,986.50
157	620-6009	ELEC CONDR (NO. 6) BARE	1,242	LF	\$ 2.50	\$ 3,105.00	\$ 6.00	\$ 7,452.00	\$ 2.00	\$ 2,484.00	\$ 1.85	\$ 2,297.70
158	620-6011	ELEC CONDR (NO. 4) BARE	530	LF	\$ 2.50	\$ 1,325.00	\$ 8.00	\$ 4,240.00	\$ 2.20	\$ 1,166.00	\$ 2.05	\$ 1,086.50

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		Capital Excavation		J.D. Abrams	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
159	620-6012	ELEC CONDR (NO. 4) INSULATED	140	LF	\$ 2.50	\$ 350.00	\$ 9.00	\$ 1,260.00	\$ 3.30	\$ 462.00	\$ 3.05	\$ 427.00
160	624-6009	GROUND BOX TY D (162922)	9	EA	\$ 1,200.00	\$ 10,800.00	\$ 1,800.00	\$ 16,200.00	\$ 1,440.00	\$ 12,960.00	\$ 1,350.00	\$ 12,150.00
161	624-6010	GROUND BOX TY D (162922) W/ APRON	9	EA	\$ 1,300.00	\$ 11,700.00	\$ 2,400.00	\$ 21,600.00	\$ 1,730.00	\$ 15,570.00	\$ 1,600.00	\$ 14,400.00
162	628-6165	ELC SRV TY D 120/240 070 (NS)AL(E)SP(O)	3	EA	\$ 5,500.00	\$ 16,500.00	\$ 10,500.00	\$ 31,500.00	\$ 4,760.00	\$ 14,280.00	\$ 4,400.00	\$ 13,200.00
163	644-6001	IN SM RD SN SUP&AM TY1OBWG (1) SA (P)	4	EA	\$ 600.00	\$ 2,400.00	\$ 750.00	\$ 3,000.00	\$ 630.00	\$ 2,520.00	\$ 525.00	\$ 2,100.00
164	644-6007	IN SM RD SN SUP&AM TY1OBWG (1) SA (U)	1	EA	\$ 850.00	\$ 850.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 825.00	\$ 825.00
165	644-6017	IN SM RD SN SUP&AM TY10BWG (2) SA (P)	1	EA	\$ 1,100.00	\$ 1,100.00	\$ 750.00	\$ 750.00	\$ 1,250.00	\$ 1,250.00	\$ 1,200.00	\$ 1,200.00
166	644-6058	IN SM RD SN SUP&AM TYTWT (1) UB (P)	6	EA	\$ 380.00	\$ 2,280.00	\$ 750.00	\$ 4,500.00	\$ 450.00	\$ 2,700.00	\$ 800.00	\$ 4,800.00
167	644-6060	IN SM RD SN SUP&AM TYTWT (1) WS (P)	2	EA	\$ 400.00	\$ 800.00	\$ 750.00	\$ 1,500.00	\$ 380.00	\$ 760.00	\$ 350.00	\$ 700.00
168	644-6066	IN SM RD SN SUP&AM (RAIL MOUNT)	5	EA	\$ 3,000.00	\$ 15,000.00	\$ 1,200.00	\$ 6,000.00	\$ 2,700.00	\$ 13,500.00	\$ 3,000.00	\$ 15,000.00
169	644-6068	RELOCATE SM RD SN SUP&AM TY 1OBWG	2	EA	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00	\$ 480.00	\$ 960.00	\$ 500.00	\$ 1,000.00
170	644-6076	REMOVE SM RD SN SUP & AM	15	EA	\$ 125.00	\$ 1,875.00	\$ 200.00	\$ 3,000.00	\$ 100.00	\$ 1,500.00	\$ 75.00	\$ 1,125.00
171	644-6078	REMOVE SM RD SN SUP & AM (SIGN ONLY)	1	EA	\$ 125.00	\$ 125.00	\$ 200.00	\$ 200.00	\$ 120.00	\$ 120.00	\$ 125.00	\$ 125.00
172	662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	7,678	LF	\$ 1.00	\$ 7,678.00	\$ 1.00	\$ 7,678.00	\$ 0.55	\$ 4,222.90	\$ 0.75	\$ 5,758.50
173	662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	103	LF	\$ 10.00	\$ 1,030.00	\$ 8.00	\$ 824.00	\$ 7.00	\$ 721.00	\$ 7.50	\$ 772.50
174	662-6031	WZ ZN PAV MRK NON-REMOV (W) 36" (YLD TRI)	9	EA	\$ 20.00	\$ 180.00	\$ 450.00	\$ 4,050.00	\$ 55.00	\$ 495.00	\$ 25.00	\$ 225.00
175	662-6033	WK ZN PAV MRK NON-REMOV (Y) 4" (DOT)	231	LF	\$ 1.00	\$ 231.00	\$ 2.00	\$ 462.00	\$ 0.55	\$ 127.05	\$ 1.00	\$ 231.00
176	662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	10,005	LF	\$ 1.00	\$ 10,005.00	\$ 1.00	\$ 10,005.00	\$ 0.55	\$ 5,502.75	\$ 0.75	\$ 7,503.75
177	666-6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	1,758	LF	\$ 1.00	\$ 1,758.00	\$ 2.00	\$ 3,516.00	\$ 2.10	\$ 3,691.80	\$ 1.20	\$ 2,109.60
178	666-6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	147	LF	\$ 6.00	\$ 882.00	\$ 9.00	\$ 1,323.00	\$ 17.50	\$ 2,572.50	\$ 6.60	\$ 970.20
179	666-6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)	23	EA	\$ 120.00	\$ 2,760.00	\$ 450.00	\$ 10,350.00	\$ 200.00	\$ 4,600.00	\$ 150.00	\$ 3,450.00
180	666-6101	REF PAV MRK TY I(W)36"(YLD TRI)(090MIL)	3	EA	\$ 35.00	\$ 105.00	\$ 450.00	\$ 1,350.00	\$ 75.00	\$ 225.00	\$ 150.00	\$ 450.00
181	666-6216	REFL PAV MRK TY II (Y) (ISLAND)	42	SF	\$ 4.00	\$ 168.00	\$ 38.00	\$ 1,596.00	\$ 25.25	\$ 1,060.50	\$ 2.50	\$ 105.00
182	666-6299	RE PM W/RET REQ TY I (W)4"(BRK)(090MIL)	2,206	LF	\$ 1.00	\$ 2,206.00	\$ 6.00	\$ 13,236.00	\$ 0.85	\$ 1,875.10	\$ 0.44	\$ 970.64
183	666-6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	5,197	LF	\$ 1.00	\$ 5,197.00	\$ 6.00	\$ 31,182.00	\$ 0.85	\$ 4,417.45	\$ 0.71	\$ 3,689.87
184	666-6314	RE PM W/RET REQ TY I (Y) 4"(SLD)(090MIL)	3,832	LF	\$ 1.00	\$ 3,832.00	\$ 6.00	\$ 22,992.00	\$ 0.85	\$ 3,257.20	\$ 0.38	\$ 1,456.16
185	668-6111	PRE PM TY C (ACC PRK)(BLU)(SYMBL ONLY)	2	EA	\$ 300.00	\$ 600.00	\$ 600.00	\$ 1,200.00	\$ 550.00	\$ 1,100.00	\$ 250.00	\$ 500.00
186	672-6007	REFL PAV MRKR TY I-C	61	EA	\$ 5.00	\$ 305.00	\$ 65.00	\$ 3,965.00	\$ 5.75	\$ 350.75	\$ 6.00	\$ 366.00
187	672-6009	REFL PAV MRKR TY II-A-A	98	EA	\$ 6.00	\$ 588.00	\$ 65.00	\$ 6,370.00	\$ 5.75	\$ 563.50	\$ 6.00	\$ 588.00
188	677-6001	ELIM EXT PAV MRK & MRKS (4")	1,982	LF	\$ 1.00	\$ 1,982.00	\$ 1.00	\$ 1,982.00	\$ 0.55	\$ 1,090.10	\$ 1.20	\$ 2,378.40
189	678-6001	PAV SURF PREP FOR MRK (4")	2,111	LF	\$ 1.00	\$ 2,111.00	\$ 1.00	\$ 2,111.00	\$ 0.45	\$ 949.95	\$ 0.25	\$ 527.75
190	678-6009	PAV SURF PREP FOR MRK (ARROW)	23	EA	\$ 45.00	\$ 1,035.00	\$ 100.00	\$ 2,300.00	\$ 50.00	\$ 1,150.00	\$ 25.00	\$ 575.00
191	678-6021	PAV SURF PREP FOR MRK (SYMBOL)	2	EA	\$ 20.00	\$ 40.00	\$ 100.00	\$ 200.00	\$ 75.00	\$ 150.00	\$ 30.00	\$ 60.00
192	680-6003	INSTALL HWY TRF SIG (SYSTEM)	1	EA	\$ 30,000.00	\$ 30,000.00	\$ 2,600.00	\$ 26,000.00	\$ 22,100.00	\$ 22,100.00	\$ 25,000.00	\$ 25,000.00
193	682-6001	VEH SIG SEC (12 IN) LED (GRN)	9	EA	\$ 250.00	\$ 2,250.00	\$ 400.00	\$ 3,600.00	\$ 300.00	\$ 2,700.00	\$ 300.00	\$ 2,700.00
194	682-6002	VEH SIG SEC (12 IN) LED (GRN ARW)	6	EA	\$ 250.00	\$ 1,500.00	\$ 400.00	\$ 2,400.00	\$ 300.00	\$ 1,800.00	\$ 300.00	\$ 1,800.00
195	682-6003	VEH SIG SEC (12 IN) LED (YEL)	9	EA	\$ 250.00	\$ 2,250.00	\$ 400.00	\$ 3,600.00	\$ 300.00	\$ 2,700.00	\$ 300.00	\$ 2,700.00
196	682-6004	VEH SIG SEC (12 IN) LED (YEL ARW)	10	EA	\$ 250.00	\$ 2,500.00	\$ 400.00	\$ 4,000.00	\$ 300.00	\$ 3,000.00	\$ 300.00	\$ 3,000.00
197	682-6005	VEH SIG SEC (12 IN) LED (RED)	9	EA	\$ 250.00	\$ 2,250.00	\$ 400.00	\$ 3,600.00	\$ 300.00	\$ 2,700.00	\$ 300.00	\$ 2,700.00
198	682-6006	VEH SIG SEC (12 IN) LED (RED ARW)	4	EA	\$ 250.00	\$ 1,000.00	\$ 400.00	\$ 1,600.00	\$ 300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00



BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		Capital Excavation		J.D. Abrams	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
199	682-6018	PED SIG SEC LED (COUNTDOWN)	4	EA	\$ 650.00	\$ 2,600.00	\$ 1,200.00	\$ 4,800.00	\$ 660.00	\$ 2,640.00	\$ 625.00	\$ 2,500.00
200	682-6023	BACK PLATE (12 IN) (3 SEC)	7	EA	\$ 95.00	\$ 665.00	\$ 250.00	\$ 1,750.00	\$ 98.50	\$ 689.50	\$ 90.00	\$ 630.00
201	682-6024	BACK PLATE (12 IN) (4 SEC)	4	EA	\$ 120.00	\$ 480.00	\$ 250.00	\$ 1,000.00	\$ 116.00	\$ 464.00	\$ 115.00	\$ 460.00
202	682-6025	BACK PLATE (12 IN) (5 SEC)	2	EA	\$ 150.00	\$ 300.00	\$ 250.00	\$ 500.00	\$ 138.00	\$ 276.00	\$ 125.00	\$ 250.00
203	684-6031	TRF SIG CBL (TY A)(14 AWG) (5 CONDR)	1,390	LF	\$ 2.00	\$ 2,780.00	\$ 5.00	\$ 6,950.00	\$ 2.10	\$ 2,919.00	\$ 2.00	\$ 2,780.00
204	684-6033	TRF SIG CBL (TY A)(14 AWG) (7 CONDR)	785	LF	\$ 3.00	\$ 2,355.00	\$ 6.00	\$ 4,710.00	\$ 2.20	\$ 1,727.00	\$ 2.05	\$ 1,609.25
205	684-6079	TRF SIG CBL (TY C)(12 AWG) (2 CONDR)	630	LF	\$ 2.00	\$ 1,260.00	\$ 6.00	\$ 3,780.00	\$ 2.20	\$ 1,386.00	\$ 2.05	\$ 1,291.50
206	686-6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	2	EA	\$ 9,000.00	\$ 18,000.00	\$ 14,000.00	\$ 28,000.00	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00	\$ 20,000.00
207	686-6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 16,000.00	\$ 16,000.00	\$ 11,100.00	\$ 11,100.00	\$ 11,000.00	\$ 11,000.00
208	686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	1	EA	\$ 11,000.00	\$ 11,000.00	\$ 16,500.00	\$ 16,500.00	\$ 12,200.00	\$ 12,200.00	\$ 12,000.00	\$ 12,000.00
209	687-6001	PED POLE AEMBLY	4	EA	\$ 2,500.00	\$ 10,000.00	\$ 4,500.00	\$ 18,000.00	\$ 3,650.00	\$ 14,600.00	\$ 3,400.00	\$ 13,600.00
210	688-6001	PED DETECT PUSH BUTTON (APS)	4	EA	\$ 1,100.00	\$ 4,400.00	\$ 4,600.00	\$ 18,400.00	\$ 780.00	\$ 3,120.00	\$ 750.00	\$ 3,000.00
211	688-6003	PED DETECTOR CONTROLLER UNIT	1	EA	\$ 3,200.00	\$ 3,200.00	\$ 3,800.00	\$ 3,800.00	\$ 3,470.00	\$ 3,470.00	\$ 3,200.00	\$ 3,200.00
212	690-6028	REPLACE OF SIGNAL RELATED SIGNS	8	EA	\$ 300.00	\$ 2,400.00	\$ 400.00	\$ 3,200.00	\$ 300.00	\$ 2,400.00	\$ 275.00	\$ 2,200.00
213	740-6004	ANTI-GRAFFITI COATING (PERMNET-TY II)	19,318	SF	\$ 1.25	\$ 24,148.00	\$ 2.00	\$ 38,636.00	\$ 1.00	\$ 19,318.00	\$ 1.00	\$ 19,318.00
214	752-6026	TREE TRIMMING (24" - 42")	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00	\$ 1,260.00	\$ 1,260.00	\$ 1,000.00	\$ 1,000.00
215	786-6001	CARBON FIBER REINF POLYMER PROTECTION	306	SF	\$ 75.00	\$ 22,950.00	\$ 40.00	\$ 12,240.00	\$ 45.90	\$ 14,045.40	\$ 46.00	\$ 14,076.00
216	5008-6001	WHEEL STOPS	47	EA	\$ 250.00	\$ 11,750.00	\$ 125.00	\$ 5,875.00	\$ 85.00	\$ 3,995.00	\$ 200.00	\$ 9,400.00
217	5070-6001	STEEL FENCE (REMOVE)	263	LF	\$ 15.00	\$ 3,945.00	\$ 3.00	\$ 789.00	\$ 5.00	\$ 1,315.00	\$ 10.00	\$ 2,630.00
218	5070-6002	STEEL FENCE (INSTALL)	263	LF	\$ 45.00	\$ 11,835.00	\$ 35.00	\$ 9,205.00	\$ 30.00	\$ 7,890.00	\$ 12.00	\$ 3,156.00
219	5084-6001	FIXED BOLLARD	64	EA	\$ 600.00	\$ 38,400.00	\$ 2,200.00	\$ 140,800.00	\$ 90.20	\$ 5,772.80	\$ 500.00	\$ 32,000.00
220	6001-6002	PORTABLE CHANGEABLE MEAGE SIGN	4	EA	\$ 10,500.00	\$ 42,000.00	\$ 20,000.00	\$ 80,000.00	\$ 10,200.00	\$ 40,800.00	\$ 8,000.00	\$ 32,000.00
221	6292-6001	RVDS(PRESENCE DETECTION ONLY)	4	EA	\$ 6,250.00	\$ 25,000.00	\$ 3,600.00	\$ 14,400.00	\$ 6,100.00	\$ 24,400.00	\$ 5,600.00	\$ 22,400.00
222	6292-6002	RVDS(ADVANCE DETECTION ONLY)	2	EA	\$ 7,250.00	\$ 14,500.00	\$ 3,600.00	\$ 7,200.00	\$ 6,100.00	\$ 12,200.00	\$ 5,600.00	\$ 11,200.00
223	9004-2001	TURF REINFORCEMENT MAT	592	SY	\$ 15.00	\$ 8,880.00	\$ 8.00	\$ 4,735.11	\$ 15.00	\$ 8,878.33	\$ 10.00	\$ 5,918.89
224	WC103-001	MULCH TOP DREING (5")	3,210	SY	\$ 30.00	\$ 96,300.00	\$ 8.00	\$ 25,680.00	\$ 5.00	\$ 16,050.00	\$ 3.00	\$ 9,630.00
225	WC9026-001	TEMPORARY TREE PROTECTION	1,105	LF	\$ 10.00	\$ 11,050.00	\$ 6.00	\$ 6,630.00	\$ 10.00	\$ 11,050.00	\$ 10.00	\$ 11,050.00
226	WC9028-001	CONCRETE TRAIL (5")	438	SY	\$ 75.00	\$ 32,850.00	\$ 72.00	\$ 31,536.00	\$ 45.10	\$ 19,753.80	\$ 85.00	\$ 37,230.00
227	WC9034-001	SPILL CONTAINMENT INTERCEPTOR AND SEPERATOR	2	EA	\$ 50,000.00	\$ 100,000.00	\$ 120,000.00	\$ 240,000.00	\$ 127,000.00	\$ 254,000.00	\$ 105,000.00	\$ 210,000.00
228	506-WW	MAJOR MANHOLE ADJUSTMENT, 5 FT DIA.	2	EA	\$ 6,300.00	\$ 12,600.00	\$ 5,000.00	\$ 10,000.00	\$ 9,700.00	\$ 19,400.00	\$ 3,000.00	\$ 6,000.00
229	506-WW	Precast Manhole w/Precast Base, 4' Dia., 0 ft to 8 ft in depth, Complete and in Place	1	EA	\$ 6,300.00	\$ 6,300.00	\$ 5,200.00	\$ 5,200.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
230	506-WW	Precast Internal Drop Manhole w/CIP Base, 5' Dia., 0 ft to 8 ft in depth, Complete and in Place	1	EA	\$ 9,975.00	\$ 9,975.00	\$ 7,500.00	\$ 7,500.00	\$ 16,800.00	\$ 16,800.00	\$ 5,500.00	\$ 5,500.00
231	506-WW	CIP Manhole w/CIP Base, 8' Dia., 0 ft to 8 ft in depth, Complete and in Place	1	EA	\$ 14,700.00	\$ 14,700.00	\$ 16,000.00	\$ 16,000.00	\$ 66,000.00	\$ 66,000.00	\$ 12,500.00	\$ 12,500.00
232	506-WW	Extra Depth of 4' Manhole	2	VF	\$ 735.00	\$ 1,470.00	\$ 600.00	\$ 1,200.00	\$ 350.00	\$ 700.00	\$ 400.00	\$ 800.00
233	506-WW	Extra Depth of 5' Manhole	19	VF	\$ 840.00	\$ 15,960.00	\$ 800.00	\$ 15,200.00	\$ 500.00	\$ 9,500.00	\$ 500.00	\$ 9,500.00
234	506-WW	Abandonment of Existing Manholes	3	EA	\$ 2,625.00	\$ 7,875.00	\$ 1,200.00	\$ 3,600.00	\$ 5,300.00	\$ 15,900.00	\$ 700.00	\$ 2,100.00
235	509	Trench Safety Systems (All Depths)	117	LF	\$ 4.20	\$ 492.00	\$ 3.00	\$ 351.00	\$ 20.45	\$ 2,392.65	\$ 5.00	\$ 585.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		Capital Excavation		J.D. Abrams	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
236	510-WW	Pipe, 8" Dia. PVC SDR-26 (All Depths), Including Restrained Joints, Excavation, Backfill, and temporary and permanent pavement and concrete repairs	71	LF	\$ 94.50	\$ 6,710.00	\$ 85.00	\$ 6,035.00	\$ 93.30	\$ 6,624.30	\$ 55.00	\$ 3,905.00
237	510-WW	Ductile Iron Fittings	0	TON	\$ 15,750.00	\$ 2,363.00	\$ 12,000.00	\$ 1,800.00	\$ 10,400.00	\$ 1,560.00	\$ 10,000.00	\$ 1,500.00
238	610	Protective Fencing Type A Chain Link Fence	125	LF	\$ 5.25	\$ 657.00	\$ 8.00	\$ 1,000.00	\$ 5.00	\$ 625.00	\$ 10.00	\$ 1,250.00
239	SP501-WW	Jacking or Boring, 8" HDPE Pipe	203	LF	\$ 210.00	\$ 42,630.00	\$ 450.00	\$ 91,350.00	\$ 480.00	\$ 97,440.00	\$ 225.00	\$ 45,675.00
240	SP506-WW	Connect Manhole to Existing 8" WWL, including cutting and plugging the line to be abandoned, connection to active line, labor, equipment, and other incidentals	1	EA	\$ 4,200.00	\$ 4,200.00	\$ 3,500.00	\$ 3,500.00	\$ 4,950.00	\$ 4,950.00	\$ 1,000.00	\$ 1,000.00
241	SP506-WW	Connect Manhole to Existing 54" WWL, including connection to active line, labor, equipment, and other incidentals	1	EA	\$ 26,250.00	\$ 26,250.00	\$ 7,500.00	\$ 7,500.00	\$ 9,900.00	\$ 9,900.00	\$ 7,500.00	\$ 7,500.00
242	SP506-WW	CIP Drop Manhole, 5' Dia. to be installed on top of 8' Dia. Manhole Section, 0 ft to 8 ft in depth, Complete and in Place	1	EA	\$ 11,025.00	\$ 11,025.00	\$ 7,000.00	\$ 7,000.00	\$ 27,500.00	\$ 27,500.00	\$ 7,500.00	\$ 7,500.00
243	SS510-WW	Pipe, 8" Dia. HDPE	46	LF	\$ 94.50	\$ 4,347.00	\$ 95.00	\$ 4,370.00	\$ 91.30	\$ 4,199.80	\$ 25.00	\$ 1,150.00
244	506-WW	MAJOR MANHOLE ADJUSTMENT, 5 FT DIA.	3	EA	\$ 6,300.00	\$ 18,900.00	\$ 5,000.00	\$ 15,000.00	\$ 8,400.00	\$ 25,200.00	\$ 3,000.00	\$ 9,000.00
245	510-WW	DUCTILE IRON FITTINGS 4 INCH THROUGH 24 INCH	0	TON	\$ 8,925.00	\$ 893.00	\$ 12,000.00	\$ 1,200.00	\$ 10,300.00	\$ 1,030.00	\$ 10,000.00	\$ 1,000.00
246	SP506-WW-06	MANHOLE VENT RELOCATION	1	EA	\$ 4,725.00	\$ 4,725.00	\$ 2,200.00	\$ 2,200.00	\$ 17,400.00	\$ 17,400.00	\$ 300.00	\$ 300.00
247	999-WC01	FORCE ACCOUNT, ESTIMATED PLACEMENT AND PRODUCTION BONUS AND PENALTY (TY B)	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
248	999-WC01	FORCE ACCOUNT, ESTIMATED PLACEMENT AND PRODUCTION BONUS AND PENALTY (TY D SURFACE)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
249	999-WC01	FORCE ACCOUNT	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
250	999-WC02	FORCE ACCOUNT, IRRIGATION	1	LS	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL COST ADJUSTED FOR CORRECTNESS					\$ 11,381,605.00		\$10,580,634.11		\$11,486,704.87		\$11,571,128.31	
ACTUAL BID PROPOSAL					\$11,381,605.00		\$10,580,634.11		\$11,486,704.87		\$11,571,128.31	
ADJUSTMENT DIFFERENCE					\$0.00		\$0.00		\$0.00		\$0.00	
Bid Bond							Y		Y		Y	
Conflict of Interest Questionnaire							Y		Y		Y	
Bidder References (Minimum of Three)							Y		Y		Y	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	James Construction		Jordan Foster Construction		MA Smith Contracting		PGC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	26	STA	\$ 47,250.00	\$ 1,228,500.00	\$ 23,150.00	\$ 601,900.00	\$ 6,000.00	\$ 156,000.00	\$ 5,458.33	\$ 141,916.58
2	104-6009	REMOVING CONC (RIPRAP)	29	SY	\$ 10.29	\$ 298.41	\$ 26.00	\$ 754.00	\$ 23.00	\$ 667.00	\$ 68.23	\$ 1,978.67
3	104-6022	REMOVING CONC (CURB & GUTTER)	2,312	LF	\$ 1.19	\$ 2,751.28	\$ 9.00	\$ 20,808.00	\$ 7.00	\$ 16,184.00	\$ 13.65	\$ 31,558.80
4	104-6024	REMOVING CONC (RETAINING WALLS)	98	SY	\$ 6.09	\$ 596.82	\$ 95.00	\$ 9,310.00	\$ 60.00	\$ 5,880.00	\$ 68.23	\$ 6,686.54
5	104-6026	REMOVING CONC (GUTTER)	76	LF	\$ 3.93	\$ 298.68	\$ 25.00	\$ 1,900.00	\$ 10.00	\$ 760.00	\$ 20.47	\$ 1,555.72
6	104-6028	REMOVING CONC (MISC.)	5	SY	\$ 59.70	\$ 298.50	\$ 68.00	\$ 340.00	\$ 50.00	\$ 250.00	\$ 136.46	\$ 682.30
7	104-6036	REMOVING CONC (SIDEWALKS OR RAMPS)	983	SY	\$ 4.04	\$ 3,971.32	\$ 12.00	\$ 11,796.00	\$ 23.00	\$ 22,609.00	\$ 13.65	\$ 13,417.95
8	105-6020	REMOVING STABILIZED BASE AND ASPHALT (12")	3,136	SY	\$ 14.07	\$ 44,123.52	\$ 7.00	\$ 21,952.00	\$ 12.00	\$ 37,632.00	\$ 6.82	\$ 21,387.52
9	105-6077	REMOVING STABILIZED BASE AND ASPHALT (8")	487	SY	\$ 14.48	\$ 7,051.76	\$ 11.00	\$ 5,357.00	\$ 11.00	\$ 5,357.00	\$ 5.46	\$ 2,659.02
10	105-6105	REMOVING STABILIZED BASE AND ASPHALT (15")	3,326	SY	\$ 17.14	\$ 57,007.64	\$ 6.50	\$ 21,619.00	\$ 14.00	\$ 46,564.00	\$ 8.19	\$ 27,239.94
11	110-6001	EXCAVATION (ROADWAY)	2,073	CY	\$ 14.13	\$ 29,291.49	\$ 25.00	\$ 51,825.00	\$ 14.00	\$ 29,022.00	\$ 16.37	\$ 33,935.01
12	110-6002	EXCAVATION (CHANNEL)	5,924	CY	\$ 12.39	\$ 73,398.36	\$ 20.00	\$ 118,480.00	\$ 23.00	\$ 136,252.00	\$ 27.29	\$ 161,665.96
13	110-6003	EXCAVATION (SPECIAL)	1,065	CY	\$ 21.17	\$ 22,546.05	\$ 4.00	\$ 4,260.00	\$ 20.00	\$ 21,300.00	\$ 27.29	\$ 29,063.85
14	132-6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	12,651	CY	\$ 21.05	\$ 266,303.55	\$ 32.00	\$ 404,832.00	\$ 30.00	\$ 379,530.00	\$ 20.47	\$ 258,965.97
15	132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	11,844	CY	\$ 65.87	\$ 780,164.28	\$ 5.00	\$ 59,220.00	\$ 29.00	\$ 343,476.00	\$ 16.37	\$ 193,886.28
16	132-6035	EMBANK(FINAL)(DC)(TY E)(CSBE)	1,430	CY	\$ 114.56	\$ 163,820.80	\$ 43.50	\$ 62,205.00	\$ 91.00	\$ 130,130.00	\$ 54.58	\$ 78,049.40
17	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	13,149	SY	\$ 0.75	\$ 9,861.75	\$ 3.25	\$ 42,734.25	\$ 1.50	\$ 19,723.50	\$ 2.73	\$ 35,896.77
18	161-WC001	EROSION CONTROL COMPOST (3")	3,210	SY	\$ 5.00	\$ 16,050.00	\$ 6.40	\$ 20,544.00	\$ 3.50	\$ 11,235.00	\$ 2.73	\$ 8,763.30
19	162-6002	BLOCK SODDING	4,998	SY	\$ 5.50	\$ 27,489.00	\$ 7.80	\$ 38,984.40	\$ 6.25	\$ 31,237.50	\$ 7.51	\$ 37,534.98
20	164-WC04	SEEDING FOR EROSION CONTROL(TEMP)(COOL)(TY 4)	6,419	SY	\$ 0.25	\$ 1,604.75	\$ 0.27	\$ 1,733.13	\$ 0.30	\$ 1,925.70	\$ 0.34	\$ 2,182.46
21	164-WC05	SEEDING FOR EROSION CONTROL(PERM)(WARM)(TY 5)	13,149	SY	\$ 0.95	\$ 12,491.55	\$ 1.04	\$ 13,674.96	\$ 1.05	\$ 13,806.45	\$ 1.30	\$ 17,093.70
22	164-WC10	SEEDING FOR EROSION CONTROL(TEMP)(WARM)(TY 10)	6,419	SY	\$ 0.25	\$ 1,604.75	\$ 0.27	\$ 1,733.13	\$ 0.30	\$ 1,925.70	\$ 0.34	\$ 2,182.46
23	166-6002	FERTILIZER	0	TON	\$ 1,500.00	\$ 210.00	\$ 1,600.00	\$ 224.00	\$ 1,700.00	\$ 238.00	\$ 2,046.86	\$ 286.56
24	168-WC01	VEGETATIVE WATERING	210	MG	\$ 47.00	\$ 9,870.00	\$ 28.00	\$ 5,880.00	\$ 30.00	\$ 6,300.00	\$ 61.41	\$ 12,896.10
25	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	230	SY	\$ 1.40	\$ 322.00	\$ 3.00	\$ 690.00	\$ 2.00	\$ 460.00	\$ 1.91	\$ 439.30
26	247-6238	FL BS (CMP IN PLC) (TYPE A GRADE 4) (12")	4,503	SY	\$ 21.54	\$ 96,994.62	\$ 17.00	\$ 76,551.00	\$ 20.00	\$ 90,060.00	\$ 36.84	\$ 165,890.52
27	247-6239	FL BS (CMP IN PLC) (TYPE A GRADE 4) (15")	4,863	SY	\$ 27.96	\$ 135,969.48	\$ 23.00	\$ 111,849.00	\$ 24.00	\$ 116,712.00	\$ 43.67	\$ 212,367.21
28	260-6002	LIME (HYDRATED LIME (SLURRY))	71	TON	\$ 160.74	\$ 11,412.54	\$ 150.00	\$ 10,650.00	\$ 180.00	\$ 12,780.00	\$ 68.23	\$ 4,844.33
29	260-6015	LIME TRT (NEW BASE)(8")	3,903	SY	\$ 5.91	\$ 23,066.73	\$ 9.00	\$ 35,127.00	\$ 3.00	\$ 11,709.00	\$ 13.65	\$ 53,275.95
30	310-6009	PRIME COAT (MC-30)	1,656	GAL	\$ 5.90	\$ 9,770.40	\$ 6.00	\$ 9,936.00	\$ 6.50	\$ 10,764.00	\$ 5.59	\$ 9,257.04
31	316-6017	ASPH (AC-20-5TR)	2,614	GAL	\$ 7.05	\$ 18,428.70	\$ 7.50	\$ 19,605.00	\$ 8.00	\$ 20,912.00	\$ 10.44	\$ 27,290.16
32	316-6022	ASPH (CRS-2)	2,517	GAL	\$ 6.40	\$ 16,108.80	\$ 7.00	\$ 17,619.00	\$ 7.00	\$ 17,619.00	\$ 9.96	\$ 25,069.32
33	316-6397	AGGR (TY-D GR-4 OR TY-L GR-4)	135	CY	\$ 390.00	\$ 52,650.00	\$ 425.00	\$ 57,375.00	\$ 425.00	\$ 57,375.00	\$ 307.03	\$ 41,449.05
34	3076-6001	D-GR HMA TY-B PG64-22	1,383	TON	\$ 112.80	\$ 156,002.40	\$ 120.00	\$ 165,960.00	\$ 121.00	\$ 167,343.00	\$ 125.13	\$ 173,054.79
35	3076-6035	D-GR HMA TY-D PG64-22	946	TON	\$ 133.10	\$ 125,912.60	\$ 145.00	\$ 137,170.00	\$ 142.00	\$ 134,332.00	\$ 141.58	\$ 133,934.68
36	3076-6038	D-GR HMA TY-D PG64-22 (LEVEL-UP)	50	TON	\$ 146.50	\$ 7,325.00	\$ 175.00	\$ 8,750.00	\$ 170.00	\$ 8,500.00	\$ 141.58	\$ 7,079.00
37	360-6047	CONC PVMT (CONT REINF - CRCP) (6")	3,903	SY	\$ 57.39	\$ 223,993.17	\$ 75.00	\$ 292,725.00	\$ 65.00	\$ 253,695.00	\$ 109.17	\$ 426,090.51
38	400-6005	CEM STABIL BKFL	254	CY	\$ 137.41	\$ 34,902.14	\$ 138.00	\$ 35,052.00	\$ 165.00	\$ 41,910.00	\$ 341.15	\$ 86,652.10



BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	James Construction		Jordan Foster Construction		MA Smith Contracting		PGC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
39	401-6001	FLOWABLE BACKFILL	7	CY	\$ 200.38	\$ 1,402.66	\$ 150.00	\$ 1,050.00	\$ 150.00	\$ 1,050.00	\$ 307.03	\$ 2,149.21
40	402-6001	TRENCH EXCAVATION PROTECTION	337	LF	\$ 1.61	\$ 542.57	\$ 5.00	\$ 1,685.00	\$ 1.00	\$ 337.00	\$ 13.65	\$ 4,600.05
41	403-6001	TEMPORARY SPL SHORING	2,762	SF	\$ 1.48	\$ 4,087.76	\$ 24.00	\$ 66,288.00	\$ 30.00	\$ 82,860.00	\$ 14.52	\$ 40,104.24
42	416-6003	DRILL SHAFT (30 IN)	710	LF	\$ 169.28	\$ 120,188.80	\$ 200.00	\$ 142,000.00	\$ 260.00	\$ 184,600.00	\$ 214.89	\$ 152,571.90
43	416-6004	DRILL SHAFT (36 IN)	652	LF	\$ 204.35	\$ 133,236.20	\$ 215.00	\$ 140,180.00	\$ 320.00	\$ 208,640.00	\$ 252.75	\$ 164,793.00
44	416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	94	LF	\$ 318.21	\$ 29,911.74	\$ 345.00	\$ 32,430.00	\$ 430.00	\$ 40,420.00	\$ 403.05	\$ 37,886.70
45	420-6013	CL C CONC (ABUT)	177	CY	\$ 1,000.00	\$ 177,000.00	\$ 1,025.00	\$ 181,425.00	\$ 1,350.00	\$ 238,950.00	\$ 956.80	\$ 169,353.60
46	420-6029	CL C CONC (CAP)	192	CY	\$ 1,000.00	\$ 191,700.00	\$ 1,300.00	\$ 249,210.00	\$ 1,000.00	\$ 191,700.00	\$ 1,066.21	\$ 204,392.46
47	420-6037	CL C CONC (COLUMN)	81	CY	\$ 1,000.00	\$ 80,600.00	\$ 1,445.00	\$ 116,467.00	\$ 1,000.00	\$ 80,600.00	\$ 992.14	\$ 79,966.48
48	420-6071	CL C CONC (COLLAR)	1	EA	\$ 2,148.45	\$ 2,148.45	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,294.54	\$ 2,294.54
49	420-6074	CL C CONC (MISC)	13	CY	\$ 3,500.00	\$ 44,450.00	\$ 1,700.00	\$ 21,590.00	\$ 1,600.00	\$ 20,320.00	\$ 1,081.20	\$ 13,731.24
50	420-6100	CL F CONC (FOOTING) (MA)	85	CY	\$ 1,000.00	\$ 85,000.00	\$ 1,300.00	\$ 110,500.00	\$ 1,100.00	\$ 93,500.00	\$ 804.07	\$ 68,345.95
51	422-6001	REINF CONC SLAB	31,512	SF	\$ 20.20	\$ 636,542.40	\$ 23.00	\$ 724,776.00	\$ 24.00	\$ 756,288.00	\$ 23.19	\$ 730,763.28
52	422-6007	REINF CONC SLAB (SLAB BEAM)	8,468	SF	\$ 15.00	\$ 127,020.00	\$ 19.00	\$ 160,892.00	\$ 50.00	\$ 423,400.00	\$ 11.77	\$ 99,668.36
53	422-6011	BRIDGE MEDIAN	1,330	SF	\$ 15.00	\$ 19,950.00	\$ 10.00	\$ 13,300.00	\$ 22.00	\$ 29,260.00	\$ 12.16	\$ 16,172.80
54	422-6013	BRIDGE SIDEWALK	8,897	SF	\$ 12.00	\$ 106,764.00	\$ 8.30	\$ 73,845.10	\$ 10.00	\$ 88,970.00	\$ 10.53	\$ 93,685.41
55	422-6015	APPROACH SLAB	227	CY	\$ 532.60	\$ 120,846.94	\$ 420.00	\$ 95,298.00	\$ 700.00	\$ 158,830.00	\$ 679.08	\$ 154,083.25
56	423-6001	RETAINING WALL (MSE)	21,159	SF	\$ 37.92	\$ 802,349.28	\$ 52.00	\$ 1,100,268.00	\$ 49.00	\$ 1,036,791.00	\$ 56.00	\$ 1,184,904.00
57	423-6003	RETAINING WALL (TEMP WALL)	2,755	SF	\$ 19.01	\$ 52,372.55	\$ 19.00	\$ 52,345.00	\$ 35.00	\$ 96,425.00	\$ 25.00	\$ 68,875.00
58	423-6005	RETAINING WALL (SPREAD FOOTING)	5,717	SF	\$ 78.80	\$ 450,499.60	\$ 54.00	\$ 308,718.00	\$ 79.00	\$ 451,643.00	\$ 67.63	\$ 386,640.71
59	425-6009	PRESTR CONC SLAB BEAM (4SB12)	625	LF	\$ 173.31	\$ 108,287.55	\$ 190.00	\$ 118,715.80	\$ 215.00	\$ 134,336.30	\$ 296.40	\$ 185,196.65
60	425-6010	PRESTR CONC SLAB BEAM (5SB12)	1,113	LF	\$ 179.71	\$ 199,992.07	\$ 210.00	\$ 233,700.60	\$ 245.00	\$ 272,650.70	\$ 296.43	\$ 329,885.09
61	425-6037	PRESTR CONC GIRDER (TX40) (MOD)	239	LF	\$ 946.12	\$ 225,706.39	\$ 980.00	\$ 233,788.80	\$ 1,200.00	\$ 286,272.00	\$ 362.09	\$ 86,380.19
62	425-6038	PRESTR CONC GIRDER (TX46)	3,068	LF	\$ 157.21	\$ 482,336.00	\$ 165.00	\$ 506,236.50	\$ 195.00	\$ 598,279.50	\$ 288.25	\$ 884,379.83
63	425-6038	PRESTR CONC GIRDER (TX46) (MOD)	302	LF	\$ 726.68	\$ 219,471.89	\$ 750.00	\$ 226,515.00	\$ 900.00	\$ 271,818.00	\$ 315.12	\$ 95,172.54
64	432-6003	RIPRAP (CONC)(6 IN)	34	CY	\$ 437.07	\$ 14,860.38	\$ 520.00	\$ 17,680.00	\$ 535.00	\$ 18,190.00	\$ 585.41	\$ 19,903.94
65	432-6010	RIRAP (CONCRETE) (CL B) (5 IN)	3	CY	\$ 1,101.73	\$ 3,415.36	\$ 800.00	\$ 2,480.00	\$ 1,000.00	\$ 3,100.00	\$ 614.06	\$ 1,903.59
66	432-6031	RIPRAP (STONE PROTECTION)(12 IN)	3,138	CY	\$ 132.82	\$ 416,789.16	\$ 130.00	\$ 407,940.00	\$ 140.00	\$ 439,320.00	\$ 225.16	\$ 706,552.08
67	432-6032	RIPRAP (STONE PROTECTION)(15 IN)	802	CY	\$ 133.28	\$ 106,890.56	\$ 130.00	\$ 104,260.00	\$ 163.00	\$ 130,726.00	\$ 252.45	\$ 202,464.90
68	432-6042	RIPRAP (CONC)(DIIPATER)	71	CY	\$ 695.89	\$ 49,408.19	\$ 850.00	\$ 60,350.00	\$ 408.00	\$ 28,968.00	\$ 953.84	\$ 67,722.64
69	442-6007	STR STEEL (MISC NON-BRIDGE)	2,021	LB	\$ 20.88	\$ 42,198.48	\$ 17.00	\$ 34,357.00	\$ 17.00	\$ 34,357.00	\$ 4.41	\$ 8,912.61
70	450-6004	RAIL (TY T221) (MOD)	1,180	LF	\$ 51.70	\$ 61,006.00	\$ 128.00	\$ 151,040.00	\$ 65.00	\$ 76,700.00	\$ 84.63	\$ 99,863.40
71	450-6019	RAIL (TY T631LS)	568	LF	\$ 88.74	\$ 50,430.94	\$ 72.00	\$ 40,917.60	\$ 70.00	\$ 39,781.00	\$ 91.90	\$ 52,226.77
72	450-6030	RAIL (TY C221) (MOD)	1,152	LF	\$ 95.30	\$ 109,795.13	\$ 165.00	\$ 190,096.50	\$ 92.00	\$ 105,993.20	\$ 134.83	\$ 155,337.64
73	450-6042	RAIL (TY PR1)	95	LF	\$ 134.03	\$ 12,732.85	\$ 130.00	\$ 12,350.00	\$ 235.00	\$ 22,325.00	\$ 164.64	\$ 15,640.80
74	454-6001	SEALED EXPANSION JOINT (4 IN) (SEJ - A)	210	LF	\$ 116.59	\$ 24,483.90	\$ 155.00	\$ 32,550.00	\$ 205.00	\$ 43,050.00	\$ 224.23	\$ 47,088.30
75	462-6003	CONC BOX CULV (4 FT X 2 FT)	42	LF	\$ 300.00	\$ 12,600.00	\$ 275.00	\$ 11,550.00	\$ 295.00	\$ 12,390.00	\$ 463.96	\$ 19,486.32
76	462-6014	CONC BOX CULV (7 FT X 3 FT)	137	LF	\$ 500.00	\$ 68,500.00	\$ 520.00	\$ 71,240.00	\$ 580.00	\$ 79,460.00	\$ 914.27	\$ 125,254.99
77	462-6016	CONC BOX CULV ( 7 FT X5 FT)	259	LF	\$ 700.00	\$ 181,300.00	\$ 620.00	\$ 160,580.00	\$ 660.00	\$ 170,940.00	\$ 1,159.90	\$ 300,414.10
78	464-6003	R C PIPE (CL III) (18 IN)	574	LF	\$ 100.00	\$ 57,400.00	\$ 94.00	\$ 53,956.00	\$ 87.00	\$ 49,938.00	\$ 155.56	\$ 89,291.44

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	James Construction		Jordan Foster Construction		MA Smith Contracting		PGC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
79	464-6005	R C PIPE (CL III) (24 IN)	162	LF	\$ 120.00	\$ 19,440.00	\$ 87.00	\$ 14,094.00	\$ 98.00	\$ 15,876.00	\$ 184.22	\$ 29,843.64
80	464-6007	R C PIPE (CL III) (30 IN)	94	LF	\$ 110.00	\$ 10,340.00	\$ 117.00	\$ 10,998.00	\$ 126.00	\$ 11,844.00	\$ 238.80	\$ 22,447.20
81	464-6009	R C PIPE (CL III) (42 IN)	108	LF	\$ 150.00	\$ 16,200.00	\$ 225.00	\$ 24,300.00	\$ 255.00	\$ 27,540.00	\$ 361.61	\$ 39,053.88
82	464-6012	R C PIPE (CL III)(60 IN)	78	LF	\$ 300.00	\$ 23,400.00	\$ 415.00	\$ 32,370.00	\$ 460.00	\$ 35,880.00	\$ 750.52	\$ 58,540.56
83	464-6025	R C PIPE (CL V) (18 IN)	133	LF	\$ 175.00	\$ 23,275.00	\$ 92.00	\$ 12,236.00	\$ 98.00	\$ 13,034.00	\$ 174.67	\$ 23,231.11
84	464-6028	R C PIPE (CL V) (42 IN)	83	LF	\$ 250.00	\$ 20,750.00	\$ 286.00	\$ 23,738.00	\$ 336.00	\$ 27,888.00	\$ 491.25	\$ 40,773.75
85	464-6030	RC PIPE (ARCH)(CL III)(DES 1)	70	LF	\$ 175.00	\$ 12,250.00	\$ 188.00	\$ 13,160.00	\$ 195.00	\$ 13,650.00	\$ 450.31	\$ 31,521.70
86	465-6002	MANH (COMPL)(PRM)(48IN)	4	EA	\$ 4,083.51	\$ 16,334.04	\$ 5,400.00	\$ 21,600.00	\$ 4,300.00	\$ 17,200.00	\$ 11,462.49	\$ 45,849.96
87	465-6013	INLET (COMPL)(PCO)(3FT)(NONE)	1	EA	\$ 7,959.27	\$ 7,959.27	\$ 10,000.00	\$ 10,000.00	\$ 8,100.00	\$ 8,100.00	\$ 17,466.66	\$ 17,466.66
88	465-6016	INLET (COMPL)(PCO)(3FT)(BOTH)	4	EA	\$ 5,060.59	\$ 20,242.36	\$ 7,000.00	\$ 28,000.00	\$ 5,200.00	\$ 20,800.00	\$ 11,735.41	\$ 46,941.64
89	465-6017	INLET (COMPL)(PCO)(4FT)(NONE)	1	EA	\$ 5,162.16	\$ 5,162.16	\$ 7,500.00	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00	\$ 13,645.82	\$ 13,645.82
90	465-6021	INLET (COMPL)(PCO)(5FT)(NONE)	1	EA	\$ 9,362.78	\$ 9,362.78	\$ 11,000.00	\$ 11,000.00	\$ 9,300.00	\$ 9,300.00	\$ 21,833.32	\$ 21,833.32
91	465-6024	INLET (COMPL)(PCO)(5FT)(BOTH)	1	EA	\$ 6,951.71	\$ 6,951.71	\$ 9,100.00	\$ 9,100.00	\$ 6,600.00	\$ 6,600.00	\$ 17,739.58	\$ 17,739.58
92	465-6032	INLET (COMPL)(PCU)(3FT)(BOTH)	1	EA	\$ 5,515.79	\$ 5,515.79	\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 6,000.00	\$ 14,328.12	\$ 14,328.12
93	465-6050	INLET (COMPL)(POD)(SFG)(3FTX5FT)	1	EA	\$ 4,472.74	\$ 4,472.74	\$ 4,200.00	\$ 4,200.00	\$ 4,800.00	\$ 4,800.00	\$ 13,099.99	\$ 13,099.99
94	465-6126	INLET (COMPL) (PSL)(FG) (3FTX3FT-3FTX3FT)	1	EA	\$ 4,963.39	\$ 4,963.39	\$ 3,800.00	\$ 3,800.00	\$ 4,500.00	\$ 4,500.00	\$ 11,326.03	\$ 11,326.03
95	465-6146	INLET (COMPL)(PSL)(SFG)(3FTX3FT-3FTX3FT)	2	EA	\$ 4,963.37	\$ 9,926.74	\$ 4,400.00	\$ 8,800.00	\$ 4,700.00	\$ 9,400.00	\$ 12,008.33	\$ 24,016.66
96	465-6148	INLET(COMPL)(PSL)(SFG)(3FTX5FT-3FTX5FT)	6	EA	\$ 5,727.42	\$ 34,364.52	\$ 4,900.00	\$ 29,400.00	\$ 6,000.00	\$ 36,000.00	\$ 15,692.70	\$ 94,156.20
97	466-6117	HEADWALL (CH - PW - A - 0) (DES= 1)	2	EA	\$ 7,227.57	\$ 14,455.14	\$ 5,000.00	\$ 10,000.00	\$ 7,400.00	\$ 14,800.00	\$ 4,762.39	\$ 9,524.78
98	466-6179	WINGWALL (PW-1) (HW=4FT)	1	EA	\$ 9,392.22	\$ 9,392.22	\$ 18,000.00	\$ 18,000.00	\$ 32,000.00	\$ 32,000.00	\$ 24,548.84	\$ 24,548.84
99	466-6183	WINGWALL (PW-1) (HW=8FT) (MOD)	1	EA	\$ 35,927.14	\$ 35,927.14	\$ 40,000.00	\$ 40,000.00	\$ 33,300.00	\$ 33,300.00	\$ 45,017.58	\$ 45,017.58
100	467-6138	SET (TY I) (S=4) (HW=3) (3 : 1) (P)	2	EA	\$ 6,476.91	\$ 12,953.82	\$ 7,900.00	\$ 15,800.00	\$ 5,600.00	\$ 11,200.00	\$ 7,491.56	\$ 14,983.12
101	467-6358	SET (TY II) (18 IN) (RCP) (4:1) (C)	2	EA	\$ 1,217.73	\$ 2,435.46	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 4,093.75	\$ 8,187.50
102	467-6362	SET (TY II) (18 IN) (RCP) (6: 1) (C)	1	EA	\$ 1,315.31	\$ 1,315.31	\$ 1,900.00	\$ 1,900.00	\$ 2,200.00	\$ 2,200.00	\$ 4,776.04	\$ 4,776.04
103	467-6389	SET (TY II) (24 IN) (RCP) (3: 1) (P)	1	EA	\$ 1,283.16	\$ 1,283.16	\$ 1,600.00	\$ 1,600.00	\$ 1,800.00	\$ 1,800.00	\$ 4,776.04	\$ 4,776.04
104	467-6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	1	EA	\$ 1,743.94	\$ 1,743.94	\$ 2,300.00	\$ 2,300.00	\$ 2,600.00	\$ 2,600.00	\$ 6,140.62	\$ 6,140.62
105	496-6002	REMOV STR (INLET)	1	EA	\$ 621.86	\$ 621.86	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,046.88	\$ 2,046.88
106	496-6004	REMOV STR (SET)	2	EA	\$ 464.10	\$ 928.20	\$ 335.00	\$ 670.00	\$ 800.00	\$ 1,600.00	\$ 2,046.88	\$ 4,093.76
107	496-6006	REMOV STR (HEADWALL)	5	EA	\$ 2,074.76	\$ 10,373.80	\$ 2,900.00	\$ 14,500.00	\$ 1,800.00	\$ 9,000.00	\$ 2,729.16	\$ 13,645.80
108	496-6007	REMOV STR (PIPE)	144	LF	\$ 37.98	\$ 5,469.12	\$ 25.00	\$ 3,600.00	\$ 14.00	\$ 2,016.00	\$ 27.29	\$ 3,929.76
109	496-6010	REMOV STR (BRIDGE 100-499 FT LENGTH)	1	EA	\$ 59,630.27	\$ 59,630.27	\$ 110,000.00	\$ 110,000.00	\$ 200,000.00	\$ 200,000.00	\$ 114,000.00	\$ 114,000.00
110	496-6030	REMOV STR (BOLLARD)	8	EA	\$ 77.91	\$ 623.28	\$ 290.00	\$ 2,320.00	\$ 115.00	\$ 920.00	\$ 272.92	\$ 2,183.36
111	496-6032	REMOV STR (ROCKWALL)	2	EA	\$ 1,216.63	\$ 2,433.26	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 7,200.00	\$ 14,400.00
112	496-6043	REMOV STR (SMALL FENCE)	30	LF	\$ 24.07	\$ 722.10	\$ 10.00	\$ 300.00	\$ 12.00	\$ 360.00	\$ 68.23	\$ 2,046.90
113	500-6001	MOBILIZATION	1	LS	\$ 1,240,000.00	\$ 1,240,000.00	\$ 1,180,000.00	\$ 1,180,000.00	\$ 800,000.00	\$ 800,000.00	\$ 475,000.00	\$ 475,000.00
114	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	18	MO	\$ 5,745.01	\$ 103,410.18	\$ 4,000.00	\$ 72,000.00	\$ 4,000.00	\$ 72,000.00	\$ 1,125.78	\$ 20,264.04
115	506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	520	LF	\$ 45.00	\$ 23,400.00	\$ 46.00	\$ 23,920.00	\$ 50.00	\$ 26,000.00	\$ 61.41	\$ 31,933.20
116	506-6011	ROCK FILTER DAMS (REMOVE)	520	LF	\$ 40.00	\$ 20,800.00	\$ 41.00	\$ 21,320.00	\$ 44.00	\$ 22,880.00	\$ 54.58	\$ 28,381.60
117	506-6035	SANDBAGS FOR EROSION CONTROL	76	EA	\$ 8.00	\$ 608.00	\$ 8.50	\$ 646.00	\$ 10.00	\$ 760.00	\$ 10.92	\$ 829.92
118	506-6037	BIODEGRADABLE EROSION CONTROL LOGS (12")	276	LF	\$ 4.00	\$ 1,104.00	\$ 4.00	\$ 1,104.00	\$ 4.50	\$ 1,242.00	\$ 5.46	\$ 1,506.96



BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	James Construction		Jordan Foster Construction		MA Smith Contracting		PGC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
119	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	2,185	LF	\$ 3.50	\$ 7,647.50	\$ 4.00	\$ 8,740.00	\$ 4.00	\$ 8,740.00	\$ 4.78	\$ 10,444.30
120	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	2,185	LF	\$ 1.00	\$ 2,185.00	\$ 1.20	\$ 2,622.00	\$ 1.15	\$ 2,512.75	\$ 1.36	\$ 2,971.60
121	508-6001	CONSTRUCTING DETOURS	2,888	SY	\$ 52.16	\$ 150,638.08	\$ 55.00	\$ 158,840.00	\$ 72.00	\$ 207,936.00	\$ 48.03	\$ 138,710.64
122	512-6005	PORT CTB (FUR & INST)(F-SHAPE)(TY 1)	1,298	LF	\$ 34.78	\$ 45,144.44	\$ 31.00	\$ 40,238.00	\$ 70.00	\$ 90,860.00	\$ 24.88	\$ 32,294.24
123	512-6009	PORTABLE CTB (FUR & INST) (LOW PROF) (TY1)	1,750	LF	\$ 45.46	\$ 79,555.00	\$ 8.50	\$ 14,875.00	\$ 30.00	\$ 52,500.00	\$ 114.59	\$ 200,532.50
124	512-6010	PORTABLE CTB (FUR & INST) (LOW PROF) (TY2)	80	LF	\$ 66.88	\$ 5,350.40	\$ 50.00	\$ 4,000.00	\$ 72.00	\$ 5,760.00	\$ 114.59	\$ 9,167.20
125	512-6029	PORTABLE CTB (MOVE) (F-SHAPE) (TY1)	414	LF	\$ 3.85	\$ 1,593.90	\$ 10.00	\$ 4,140.00	\$ 20.00	\$ 8,280.00	\$ 9.58	\$ 3,966.12
126	512-6033	PORTABLE CTB (MOVE) (LOW PROF) (TY1)	140	LF	\$ 5.45	\$ 763.00	\$ 10.00	\$ 1,400.00	\$ 20.00	\$ 2,800.00	\$ 11.34	\$ 1,587.60
127	512-6034	PORTABLE CTB (MOVE) (LOW PROF) (TY2)	20	LF	\$ 35.17	\$ 703.40	\$ 29.00	\$ 580.00	\$ 20.00	\$ 400.00	\$ 39.68	\$ 793.60
128	512-6053	PORTABLE CTB (REMOVE) (F-SHAPE) (TY-1)	1,298	LF	\$ 4.86	\$ 6,308.28	\$ 10.00	\$ 12,980.00	\$ 11.00	\$ 14,278.00	\$ 15.24	\$ 19,781.52
129	512-6057	PORTABLE CTB (REMOVE) (LOW PROF) (TY1)	1,750	LF	\$ 4.55	\$ 7,962.50	\$ 9.00	\$ 15,750.00	\$ 11.00	\$ 19,250.00	\$ 14.69	\$ 25,707.50
130	512-6058	PORTABLE CTB (REMOVE) (LOW PROF) (TY2)	80	LF	\$ 6.38	\$ 510.40	\$ 22.00	\$ 1,760.00	\$ 16.00	\$ 1,280.00	\$ 14.61	\$ 1,168.80
131	529-6002	CONCRETE CURB TYPE II	239	LF	\$ 7.00	\$ 1,673.00	\$ 16.00	\$ 3,824.00	\$ 30.00	\$ 7,170.00	\$ 20.46	\$ 4,889.94
132	529-6008	CONC CURB & GUTTER (TY 2)	2,325	LF	\$ 19.00	\$ 44,175.00	\$ 20.00	\$ 46,500.00	\$ 18.00	\$ 41,850.00	\$ 25.79	\$ 59,961.75
133	531-6002	CONC SIDEWALKS (5")	909	SY	\$ 46.38	\$ 42,159.42	\$ 70.00	\$ 63,630.00	\$ 51.00	\$ 46,359.00	\$ 81.86	\$ 74,410.74
134	531-6005	CURB RAMP, TYPE 2	2	EA	\$ 1,931.93	\$ 3,863.86	\$ 2,500.00	\$ 5,000.00	\$ 1,700.00	\$ 3,400.00	\$ 2,579.07	\$ 5,158.14
135	536-6004	CONC DIRECTIONAL ISLAND	176	SY	\$ 83.16	\$ 14,636.16	\$ 80.00	\$ 14,080.00	\$ 72.00	\$ 12,672.00	\$ 114.61	\$ 20,171.36
136	540-6001	MTL W-BEAM GD FEN (TIM POST)	163	LF	\$ 28.40	\$ 4,629.20	\$ 30.00	\$ 4,890.00	\$ 32.00	\$ 5,216.00	\$ 38.75	\$ 6,316.25
137	540-6005	TERMINAL ANCHOR SECTION	1	EA	\$ 780.00	\$ 780.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00	\$ 1,064.38	\$ 1,064.38
138	540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	2	EA	\$ 2,335.00	\$ 4,670.00	\$ 2,400.00	\$ 4,800.00	\$ 2,700.00	\$ 5,400.00	\$ 3,186.30	\$ 6,372.60
139	540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	1	EA	\$ 1,120.00	\$ 1,120.00	\$ 1,150.00	\$ 1,150.00	\$ 1,300.00	\$ 1,300.00	\$ 1,528.33	\$ 1,528.33
140	542-6001	REMOVE METAL BEAM GUARD FENCE	119	LF	\$ 10.00	\$ 1,190.00	\$ 10.50	\$ 1,249.50	\$ 12.00	\$ 1,428.00	\$ 13.65	\$ 1,624.35
141	545-6005	CRASH CUSH ATTEN (REMOVE)	1	EA	\$ 750.00	\$ 750.00	\$ 800.00	\$ 800.00	\$ 860.00	\$ 860.00	\$ 1,023.43	\$ 1,023.43
142	545-6019	CRASH CUSH ATTEN (INSTL) (S) (N) (TL3)	1	EA	\$ 8,700.00	\$ 8,700.00	\$ 8,800.00	\$ 8,800.00	\$ 10,000.00	\$ 10,000.00	\$ 11,871.86	\$ 11,871.86
143	550-6001	CHAIN LINK FENCE (INSTALL) (6")	312	LF	\$ 10.00	\$ 3,120.00	\$ 52.00	\$ 16,224.00	\$ 56.00	\$ 17,472.00	\$ 28.66	\$ 8,941.92
144	550-6003	CHAINLINK FENCE (REMOVE)	939	LF	\$ 5.00	\$ 4,695.00	\$ 5.50	\$ 5,164.50	\$ 5.50	\$ 5,164.50	\$ 8.19	\$ 7,690.41
145	550-6004	CHAIN LINK FENCE GATE (INSTALL)(DOUBLE)(6"X14")	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 2,800.00	\$ 2,800.00	\$ 3,200.00	\$ 3,200.00	\$ 2,729.16	\$ 2,729.16
146	550-6006	GATE (REMOVE)	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,050.00	\$ 1,050.00	\$ 1,200.00	\$ 1,200.00	\$ 545.83	\$ 545.83
147	556-6008	PIPE UNDERDRAINS (TY 8) (6 IN)	118	LF	\$ 33.80	\$ 3,988.40	\$ 50.00	\$ 5,900.00	\$ 30.00	\$ 3,540.00	\$ 129.64	\$ 15,297.52
148	610-6007	REMOVE RD IL ASM (SHOE-BASE)	1	EA	\$ 320.00	\$ 320.00	\$ 1,175.00	\$ 1,175.00	\$ 370.00	\$ 370.00	\$ 436.67	\$ 436.67
149	610-6107	IN RD IL (U/P) (TY 2) (250W EQ) LED	17	EA	\$ 1,800.00	\$ 30,600.00	\$ 1,850.00	\$ 31,450.00	\$ 2,000.00	\$ 34,000.00	\$ 2,456.25	\$ 41,756.25
150	610-6130	IN RD IL (TY SA) 20T-8 (250W EQ) LED	4	EA	\$ 3,200.00	\$ 12,800.00	\$ 3,300.00	\$ 13,200.00	\$ 3,600.00	\$ 14,400.00	\$ 4,366.67	\$ 17,466.68
151	618-6046	CONDT (PVC) (SCHD 80) (2")	1,391	LF	\$ 20.00	\$ 27,820.00	\$ 20.50	\$ 28,515.50	\$ 22.00	\$ 30,602.00	\$ 27.29	\$ 37,960.39
152	618-6053	CONDT (PVC) (SCHD 80) (3")	575	LF	\$ 30.00	\$ 17,250.00	\$ 31.00	\$ 17,825.00	\$ 34.00	\$ 19,550.00	\$ 40.94	\$ 23,540.50
153	618-6070	CONDT (RM) (2")	600	LF	\$ 50.00	\$ 30,000.00	\$ 52.00	\$ 31,200.00	\$ 57.00	\$ 34,200.00	\$ 68.23	\$ 40,938.00
154	620-6005	ELEC CONDR (NO. 10) BARE	1,505	LF	\$ 1.60	\$ 2,408.00	\$ 1.65	\$ 2,483.25	\$ 1.75	\$ 2,633.75	\$ 2.18	\$ 3,280.90
155	620-6006	ELEC CONDR (NO.10) INSULATED	6,060	LF	\$ 1.70	\$ 10,302.00	\$ 1.75	\$ 10,605.00	\$ 1.85	\$ 11,211.00	\$ 2.32	\$ 14,059.20
156	620-6008	ELEC CONDR (NO. 8) INSULATED	1,810	LF	\$ 1.60	\$ 2,896.00	\$ 1.65	\$ 2,986.50	\$ 1.75	\$ 3,167.50	\$ 2.18	\$ 3,945.80
157	620-6009	ELEC CONDR (NO. 6) BARE	1,242	LF	\$ 1.80	\$ 2,235.60	\$ 1.90	\$ 2,359.80	\$ 2.00	\$ 2,484.00	\$ 2.46	\$ 3,055.32
158	620-6011	ELEC CONDR (NO. 4) BARE	530	LF	\$ 2.00	\$ 1,060.00	\$ 2.10	\$ 1,113.00	\$ 2.00	\$ 1,060.00	\$ 2.73	\$ 1,446.90

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	James Construction		Jordan Foster Construction		MA Smith Contracting		PGC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
159	620-6012	ELEC CONDR (NO. 4) INSULATED	140	LF	\$ 3.00	\$ 420.00	\$ 3.25	\$ 455.00	\$ 3.50	\$ 490.00	\$ 4.09	\$ 572.60
160	624-6009	GROUND BOX TY D (162922)	9	EA	\$ 1,300.00	\$ 11,700.00	\$ 1,350.00	\$ 12,150.00	\$ 1,500.00	\$ 13,500.00	\$ 1,773.96	\$ 15,965.64
161	624-6010	GROUND BOX TY D (162922) W/ APRON	9	EA	\$ 1,560.00	\$ 14,040.00	\$ 1,600.00	\$ 14,400.00	\$ 1,800.00	\$ 16,200.00	\$ 2,128.75	\$ 19,158.75
162	628-6165	ELC SRV TY D 120/240 070 (NS)AL(E)SP(O)	3	EA	\$ 4,300.00	\$ 12,900.00	\$ 4,500.00	\$ 13,500.00	\$ 5,000.00	\$ 15,000.00	\$ 5,867.70	\$ 17,603.10
163	644-6001	IN SM RD SN SUP&AM TY1OBWG (1) SA (P)	4	EA	\$ 550.00	\$ 2,200.00	\$ 575.00	\$ 2,300.00	\$ 715.00	\$ 2,860.00	\$ 750.52	\$ 3,002.08
164	644-6007	IN SM RD SN SUP&AM TY1OBWG (1) SA (U)	1	EA	\$ 850.00	\$ 850.00	\$ 900.00	\$ 900.00	\$ 850.00	\$ 850.00	\$ 1,159.90	\$ 1,159.90
165	644-6017	IN SM RD SN SUP&AM TY10BWG (2) SA (P)	1	EA	\$ 1,085.00	\$ 1,085.00	\$ 1,100.00	\$ 1,100.00	\$ 1,400.00	\$ 1,400.00	\$ 1,480.57	\$ 1,480.57
166	644-6058	IN SM RD SN SUP&AM TYTWT (1) UB (P)	6	EA	\$ 675.00	\$ 4,050.00	\$ 700.00	\$ 4,200.00	\$ 500.00	\$ 3,000.00	\$ 921.09	\$ 5,526.54
167	644-6060	IN SM RD SN SUP&AM TYTWT (1) WS (P)	2	EA	\$ 450.00	\$ 900.00	\$ 475.00	\$ 950.00	\$ 425.00	\$ 850.00	\$ 614.07	\$ 1,228.14
168	644-6066	IN SM RD SN SUP&AM (RAIL MOUNT)	5	EA	\$ 1,500.00	\$ 7,500.00	\$ 3,200.00	\$ 16,000.00	\$ 3,250.00	\$ 16,250.00	\$ 477.60	\$ 2,388.00
169	644-6068	RELOCATE SM RD SN SUP&AM TY 1OBWG	2	EA	\$ 350.00	\$ 700.00	\$ 360.00	\$ 720.00	\$ 525.00	\$ 1,050.00	\$ 682.29	\$ 1,364.58
170	644-6076	REMOVE SM RD SN SUP & AM	15	EA	\$ 25.00	\$ 375.00	\$ 85.00	\$ 1,275.00	\$ 225.00	\$ 3,375.00	\$ 682.29	\$ 10,234.35
171	644-6078	REMOVE SM RD SN SUP & AM (SIGN ONLY)	1	EA	\$ 15.00	\$ 15.00	\$ 105.00	\$ 105.00	\$ 225.00	\$ 225.00	\$ 204.68	\$ 204.68
172	662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	7,678	LF	\$ 0.38	\$ 2,917.64	\$ 0.40	\$ 3,071.20	\$ 0.85	\$ 6,526.30	\$ 0.52	\$ 3,992.56
173	662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	103	LF	\$ 2.87	\$ 295.61	\$ 3.00	\$ 309.00	\$ 8.50	\$ 875.50	\$ 3.92	\$ 403.76
174	662-6031	WZ ZN PAV MRK NON-REMOV (W) 36" (YLD TRI)	9	EA	\$ 25.00	\$ 225.00	\$ 26.00	\$ 234.00	\$ 28.00	\$ 252.00	\$ 34.11	\$ 306.99
175	662-6033	WK ZN PAV MRK NON-REMOV (Y) 4" (DOT)	231	LF	\$ 0.47	\$ 108.57	\$ 0.50	\$ 115.50	\$ 1.10	\$ 254.10	\$ 0.64	\$ 147.84
176	662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	10,005	LF	\$ 0.38	\$ 3,801.90	\$ 0.40	\$ 4,002.00	\$ 0.85	\$ 8,504.25	\$ 0.52	\$ 5,202.60
177	666-6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	1,758	LF	\$ 1.18	\$ 2,074.44	\$ 1.20	\$ 2,109.60	\$ 1.35	\$ 2,373.30	\$ 1.61	\$ 2,830.38
178	666-6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	147	LF	\$ 6.50	\$ 955.50	\$ 7.00	\$ 1,029.00	\$ 7.50	\$ 1,102.50	\$ 8.87	\$ 1,303.89
179	666-6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)	23	EA	\$ 98.00	\$ 2,254.00	\$ 100.00	\$ 2,300.00	\$ 170.00	\$ 3,910.00	\$ 133.73	\$ 3,075.79
180	666-6101	REF PAV MRK TY I(W)36"(YLD TRI)(090MIL)	3	EA	\$ 75.00	\$ 225.00	\$ 80.00	\$ 240.00	\$ 170.00	\$ 510.00	\$ 102.34	\$ 307.02
181	666-6216	REFL PAV MRK TY II (Y) (ISLAND)	42	SF	\$ 8.25	\$ 346.50	\$ 8.50	\$ 357.00	\$ 2.75	\$ 115.50	\$ 11.26	\$ 472.92
182	666-6299	RE PM W/RET REQ TY I (W)4"(BRK)(090MIL)	2,206	LF	\$ 0.59	\$ 1,301.54	\$ 0.60	\$ 1,323.60	\$ 0.50	\$ 1,103.00	\$ 0.81	\$ 1,786.86
183	666-6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	5,197	LF	\$ 0.59	\$ 3,066.23	\$ 0.60	\$ 3,118.20	\$ 0.80	\$ 4,157.60	\$ 0.81	\$ 4,209.57
184	666-6314	RE PM W/RET REQ TY I (Y) 4"(SLD)(090MIL)	3,832	LF	\$ 0.59	\$ 2,260.88	\$ 0.60	\$ 2,299.20	\$ 0.42	\$ 1,609.44	\$ 0.81	\$ 3,103.92
185	668-6111	PRE PM TY C (ACC PRK)(BLU)(SYMBL ONLY)	2	EA	\$ 275.00	\$ 550.00	\$ 280.00	\$ 560.00	\$ 275.00	\$ 550.00	\$ 375.26	\$ 750.52
186	672-6007	REFL PAV MRKR TY I-C	61	EA	\$ 5.85	\$ 356.85	\$ 6.00	\$ 366.00	\$ 6.75	\$ 411.75	\$ 7.98	\$ 486.78
187	672-6009	REFL PAV MRKR TY II-A-A	98	EA	\$ 5.85	\$ 573.30	\$ 6.00	\$ 588.00	\$ 6.75	\$ 661.50	\$ 7.98	\$ 782.04
188	677-6001	ELIM EXT PAV MRK & MRKS (4")	1,982	LF	\$ 1.27	\$ 2,517.14	\$ 1.30	\$ 2,576.60	\$ 1.25	\$ 2,477.50	\$ 1.73	\$ 3,428.86
189	678-6001	PAV SURF PREP FOR MRK (4")	2,111	LF	\$ 0.15	\$ 316.65	\$ 0.15	\$ 316.65	\$ 0.30	\$ 633.30	\$ 0.20	\$ 422.20
190	678-6009	PAV SURF PREP FOR MRK (ARROW)	23	EA	\$ 25.00	\$ 575.00	\$ 26.00	\$ 598.00	\$ 27.00	\$ 621.00	\$ 34.11	\$ 784.53
191	678-6021	PAV SURF PREP FOR MRK (SYMBOL)	2	EA	\$ 35.00	\$ 70.00	\$ 36.00	\$ 72.00	\$ 33.00	\$ 66.00	\$ 47.76	\$ 95.52
192	680-6003	INSTALL HWY TRF SIG (SYSTEM)	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 20,500.00	\$ 20,500.00	\$ 23,000.00	\$ 23,000.00	\$ 27,291.65	\$ 27,291.65
193	682-6001	VEH SIG SEC (12 IN) LED (GRN)	9	EA	\$ 275.00	\$ 2,475.00	\$ 300.00	\$ 2,700.00	\$ 310.00	\$ 2,790.00	\$ 375.26	\$ 3,377.34
194	682-6002	VEH SIG SEC (12 IN) LED (GRN ARW)	6	EA	\$ 275.00	\$ 1,650.00	\$ 300.00	\$ 1,800.00	\$ 310.00	\$ 1,860.00	\$ 375.26	\$ 2,251.56
195	682-6003	VEH SIG SEC (12 IN) LED (YEL)	9	EA	\$ 275.00	\$ 2,475.00	\$ 300.00	\$ 2,700.00	\$ 310.00	\$ 2,790.00	\$ 375.26	\$ 3,377.34
196	682-6004	VEH SIG SEC (12 IN) LED (YEL ARW)	10	EA	\$ 275.00	\$ 2,750.00	\$ 300.00	\$ 3,000.00	\$ 310.00	\$ 3,100.00	\$ 375.26	\$ 3,752.60
197	682-6005	VEH SIG SEC (12 IN) LED (RED)	9	EA	\$ 275.00	\$ 2,475.00	\$ 300.00	\$ 2,700.00	\$ 310.00	\$ 2,790.00	\$ 375.26	\$ 3,377.34
198	682-6006	VEH SIG SEC (12 IN) LED (RED ARW)	4	EA	\$ 275.00	\$ 1,100.00	\$ 300.00	\$ 1,200.00	\$ 310.00	\$ 1,240.00	\$ 375.26	\$ 1,501.04

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	James Construction		Jordan Foster Construction		MA Smith Contracting		PGC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
199	682-6018	PED SIG SEC LED (COUNTDOWN)	4	EA	\$ 595.00	\$ 2,380.00	\$ 625.00	\$ 2,500.00	\$ 675.00	\$ 2,700.00	\$ 811.93	\$ 3,247.72
200	682-6023	BACK PLATE (12 IN) (3 SEC)	7	EA	\$ 89.00	\$ 623.00	\$ 90.00	\$ 630.00	\$ 100.00	\$ 700.00	\$ 121.45	\$ 850.15
201	682-6024	BACK PLATE (12 IN) (4 SEC)	4	EA	\$ 105.00	\$ 420.00	\$ 110.00	\$ 440.00	\$ 115.00	\$ 460.00	\$ 143.28	\$ 573.12
202	682-6025	BACK PLATE (12 IN) (5 SEC)	2	EA	\$ 125.00	\$ 250.00	\$ 130.00	\$ 260.00	\$ 140.00	\$ 280.00	\$ 170.58	\$ 341.16
203	684-6031	TRF SIG CBL (TY A)(14 AWG) (5 CONDR)	1,390	LF	\$ 1.90	\$ 2,641.00	\$ 2.00	\$ 2,780.00	\$ 2.15	\$ 2,988.50	\$ 2.59	\$ 3,600.10
204	684-6033	TRF SIG CBL (TY A)(14 AWG) (7 CONDR)	785	LF	\$ 2.00	\$ 1,570.00	\$ 2.15	\$ 1,687.75	\$ 2.25	\$ 1,766.25	\$ 2.73	\$ 2,143.05
205	684-6079	TRF SIG CBL (TY C)(12 AWG) (2 CONDR)	630	LF	\$ 2.00	\$ 1,260.00	\$ 2.15	\$ 1,354.50	\$ 2.25	\$ 1,417.50	\$ 2.73	\$ 1,719.90
206	686-6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	2	EA	\$ 9,000.00	\$ 18,000.00	\$ 9,200.00	\$ 18,400.00	\$ 10,000.00	\$ 20,000.00	\$ 12,281.25	\$ 24,562.50
207	686-6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 10,500.00	\$ 10,500.00	\$ 11,400.00	\$ 11,400.00	\$ 13,645.82	\$ 13,645.82
208	686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	1	EA	\$ 11,000.00	\$ 11,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,500.00	\$ 12,500.00	\$ 15,010.40	\$ 15,010.40
209	687-6001	PED POLE AEMBLY	4	EA	\$ 3,300.00	\$ 13,200.00	\$ 3,900.00	\$ 15,600.00	\$ 3,700.00	\$ 14,800.00	\$ 4,503.12	\$ 18,012.48
210	688-6001	PED DETECT PUSH BUTTON (APS)	4	EA	\$ 700.00	\$ 2,800.00	\$ 800.00	\$ 3,200.00	\$ 800.00	\$ 3,200.00	\$ 955.21	\$ 3,820.84
211	688-6003	PED DETECTOR CONTROLLER UNIT	1	EA	\$ 3,130.00	\$ 3,130.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,271.15	\$ 4,271.15
212	690-6028	REPLACE OF SIGNAL RELATED SIGNS	8	EA	\$ 269.00	\$ 2,152.00	\$ 300.00	\$ 2,400.00	\$ 300.00	\$ 2,400.00	\$ 367.07	\$ 2,936.56
213	740-6004	ANTI-GRAFFITI COATING (PERMNET-TY II)	19,318	SF	\$ 0.57	\$ 11,011.26	\$ 1.50	\$ 28,977.00	\$ 1.00	\$ 19,318.00	\$ 0.61	\$ 11,783.98
214	752-6026	TREE TRIMMING (24" - 42")	1	EA	\$ 750.00	\$ 750.00	\$ 1,400.00	\$ 1,400.00	\$ 1,700.00	\$ 1,700.00	\$ 1,023.43	\$ 1,023.43
215	786-6001	CARBON FIBER REINF POLYMER PROTECTION	306	SF	\$ 50.00	\$ 15,300.00	\$ 60.00	\$ 18,360.00	\$ 50.00	\$ 15,300.00	\$ 55.95	\$ 17,120.70
216	5008-6001	WHEEL STOPS	47	EA	\$ 25.00	\$ 1,175.00	\$ 150.00	\$ 7,050.00	\$ 98.00	\$ 4,606.00	\$ 238.80	\$ 11,223.60
217	5070-6001	STEEL FENCE (REMOVE)	263	LF	\$ 20.00	\$ 5,260.00	\$ 5.35	\$ 1,407.05	\$ 5.75	\$ 1,512.25	\$ 16.37	\$ 4,305.31
218	5070-6002	STEEL FENCE (INSTALL)	263	LF	\$ 20.00	\$ 5,260.00	\$ 32.00	\$ 8,416.00	\$ 34.00	\$ 8,942.00	\$ 40.94	\$ 10,767.22
219	5084-6001	FIXED BOLLARD	64	EA	\$ 100.00	\$ 6,400.00	\$ 800.00	\$ 51,200.00	\$ 600.00	\$ 38,400.00	\$ 1,225.40	\$ 78,425.60
220	6001-6002	PORTABLE CHANGEABLE MEAGE SIGN	4	EA	\$ 1,607.38	\$ 6,429.52	\$ 17,000.00	\$ 68,000.00	\$ 11,000.00	\$ 44,000.00	\$ 16,374.99	\$ 65,499.96
221	6292-6001	RVDS(PRESENCE DETECTION ONLY)	4	EA	\$ 5,500.00	\$ 22,000.00	\$ 6,000.00	\$ 24,000.00	\$ 6,000.00	\$ 24,000.00	\$ 10,234.37	\$ 40,937.48
222	6292-6002	RVDS(ADVANCE DETECTION ONLY)	2	EA	\$ 5,500.00	\$ 11,000.00	\$ 6,000.00	\$ 12,000.00	\$ 6,000.00	\$ 12,000.00	\$ 10,234.37	\$ 20,468.74
223	9004-2001	TURF REINFORCEMENT MAT	592	SY	\$ 20.00	\$ 11,837.78	\$ 6.00	\$ 3,551.33	\$ 17.00	\$ 10,062.11	\$ 6.82	\$ 4,036.68
224	WC103-001	MULCH TOP DREING (5")	3,210	SY	\$ 3.00	\$ 9,630.00	\$ 10.00	\$ 32,100.00	\$ 4.25	\$ 13,642.50	\$ 2.73	\$ 8,763.30
225	WC9026-001	TEMPORARY TREE PROTECTION	1,105	LF	\$ 5.00	\$ 5,525.00	\$ 24.00	\$ 26,520.00	\$ 5.00	\$ 5,525.00	\$ 6.14	\$ 6,784.70
226	WC9028-001	CONCRETE TRAIL (5")	438	SY	\$ 94.22	\$ 41,268.36	\$ 80.00	\$ 35,040.00	\$ 52.00	\$ 22,776.00	\$ 79.13	\$ 34,658.94
227	WC9034-001	SPILL CONTAINMENT INTERCEPTOR AND SEPERATOR	2	EA	\$ 104,541.64	\$ 209,083.28	\$ 128,000.00	\$ 256,000.00	\$ 145,000.00	\$ 290,000.00	\$ 3,411.46	\$ 6,822.92
228	506-WW	MAJOR MANHOLE ADJUSTMENT, 5 FT DIA.	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 14,000.00	\$ 28,000.00	\$ 6,300.00	\$ 12,600.00	\$ 8,869.79	\$ 17,739.58
229	506-WW	Precast Manhole w/Precast Base, 4' Dia., 0 ft to 8 ft in depth, Complete and in Place	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 16,375.00	\$ 16,375.00
230	506-WW	Precast Internal Drop Manhole w/CIP Base, 5' Dia., 0 ft to 8 ft in depth, Complete and in Place	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 24,000.00	\$ 24,000.00	\$ 8,700.00	\$ 8,700.00	\$ 17,739.58	\$ 17,739.58
231	506-WW	CIP Manhole w/CIP Base, 8' Dia., 0 ft to 8 ft in depth, Complete and in Place	1	EA	\$ 25,000.00	\$ 25,000.00	\$ 18,000.00	\$ 18,000.00	\$ 51,000.00	\$ 51,000.00	\$ 20,468.74	\$ 20,468.74
232	506-WW	Extra Depth of 4' Manhole	2	VF	\$ 250.00	\$ 500.00	\$ 700.00	\$ 1,400.00	\$ 400.00	\$ 800.00	\$ 545.83	\$ 1,091.66
233	506-WW	Extra Depth of 5' Manhole	19	VF	\$ 300.00	\$ 5,700.00	\$ 785.00	\$ 14,915.00	\$ 500.00	\$ 9,500.00	\$ 682.29	\$ 12,963.51
234	506-WW	Abandonment of Existing Manholes	3	EA	\$ 3,500.00	\$ 10,500.00	\$ 3,300.00	\$ 9,900.00	\$ 4,900.00	\$ 14,700.00	\$ 6,822.91	\$ 20,468.73
235	509	Trench Safety Systems (All Depths)	117	LF	\$ 30.00	\$ 3,510.00	\$ 12.00	\$ 1,404.00	\$ 15.00	\$ 1,755.00	\$ 6.82	\$ 797.94



BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	James Construction		Jordan Foster Construction		MA Smith Contracting		PGC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
236	510-WW	Pipe, 8" Dia. PVC SDR-26 (All Depths), Including Restrained Joints, Excavation, Backfill, and temporary and permanent pavement and concrete repairs	71	LF	\$ 100.00	\$ 7,100.00	\$ 150.00	\$ 10,650.00	\$ 150.00	\$ 10,650.00	\$ 136.46	\$ 9,688.66
237	510-WW	Ductile Iron Fittings	0	TON	\$ 25,000.00	\$ 3,750.00	\$ 27,000.00	\$ 4,050.00	\$ 1,200.00	\$ 180.00	\$ 27,291.67	\$ 4,093.75
238	610	Protective Fencing Type A Chain Link Fence	125	LF	\$ 10.00	\$ 1,250.00	\$ 54.00	\$ 6,750.00	\$ 5.00	\$ 625.00	\$ 20.47	\$ 2,558.75
239	SP501-WW	Jacking or Boring, 8" HDPE Pipe	203	LF	\$ 125.00	\$ 25,375.00	\$ 350.00	\$ 71,050.00	\$ 290.00	\$ 58,870.00	\$ 682.29	\$ 138,504.87
240	SP506-WW	Connect Manhole to Existing 8" WWL, including cutting and plugging the line to be abandoned, connection to active line, labor, equipment, and other incidentals	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 11,700.00	\$ 11,700.00	\$ 9,100.00	\$ 9,100.00	\$ 6,140.62	\$ 6,140.62
241	SP506-WW	Connect Manhole to Existing 54" WWL, including connection to active line, labor, equipment, and other incidentals	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 290,000.00	\$ 290,000.00	\$ 190,000.00	\$ 190,000.00	\$ 13,645.82	\$ 13,645.82
242	SP506-WW	CIP Drop Manhole, 5' Dia. to be installed on top of 8' Dia. Manhole Section, 0 ft to 8 ft in depth, Complete and in Place	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 26,000.00	\$ 26,000.00	\$ 30,000.00	\$ 30,000.00	\$ 40,937.48	\$ 40,937.48
243	SS510-WW	Pipe, 8" Dia. HDPE	46	LF	\$ 125.00	\$ 5,750.00	\$ 120.00	\$ 5,520.00	\$ 120.00	\$ 5,520.00	\$ 341.15	\$ 15,692.90
244	506-WW	MAJOR MANHOLE ADJUSTMENT, 5 FT DIA.	3	EA	\$ 5,000.00	\$ 15,000.00	\$ 5,300.00	\$ 15,900.00	\$ 11,300.00	\$ 33,900.00	\$ 8,187.50	\$ 24,562.50
245	510-WW	DUCTILE IRON FITTINGS 4 INCH THROUGH 24 INCH	0	TON	\$ 25,000.00	\$ 2,500.00	\$ 13,800.00	\$ 1,380.00	\$ 10,000.00	\$ 1,000.00	\$ 2,729.20	\$ 272.92
246	SP506-WW-06	MANHOLE VENT RELOCATION	1	EA	\$ 3,500.11	\$ 3,500.11	\$ 6,000.00	\$ 6,000.00	\$ 13,400.00	\$ 13,400.00	\$ 2,729.16	\$ 2,729.16
247	999-WC01	FORCE ACCOUNT, ESTIMATED PLACEMENT AND PRODUCTION BONUS AND PENALTY (TY B)	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
248	999-WC01	FORCE ACCOUNT, ESTIMATED PLACEMENT AND PRODUCTION BONUS AND PENALTY (TY D SURFACE)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
249	999-WC01	FORCE ACCOUNT	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
250	999-WC02	FORCE ACCOUNT, IRRIGATION	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL COST ADJUSTED FOR CORRECTNESS					\$12,466,168.00		\$12,552,105.00		\$12,876,881.70		\$12,921,424.55	
ACTUAL BID PROPOSAL					\$12,466,168.00		\$12,552,105.00		\$12,876,881.70		\$12,921,424.55	
ADJUSTMENT DIFFERENCE					\$0.00		\$0.00		\$0.00		\$0.00	
Bid Bond					Y		Y		Y		Y	
Conflict of Interest Questionnaire					Y		Y		Y		Y	
Bidder References (Minimum of Three)					Y		Y		Y		Y	



Whit Friend, P.E., Project Coordinator  
HNTB Corporation  
101 East Old Settlers Boulevard  
Round Rock, Texas 78664

July 21, 2021

Project: Great Oaks Drive Improvements at Brushy Creek

PESC Project No. 16031

Re: Bid Analysis and Contractor Recommendation

Mr. Friend,

On June 30, 2021 at 2:00 PM, contractor bids were submitted and opened for the Great Oaks Drive Improvements at Brushy Creek project. Seven (7) bids were received. A summary of the contractor bid amounts is as follows:

1. DeNucci Constructors, LLC ..... \$ 10,580,634.11
2. Capital Excavation Company ..... \$ 11,486,704.87
3. J.D. Abrams, LP ..... \$ 11,571,128.31
4. James Construction Group, LLC ..... \$ 12,466,168.00
5. Jordan Foster Construction, LLC ..... \$ 12,552,105.00
6. MA Smith Contracting Co., Inc. .... \$ 12,876,881.70
7. PGC General Contractors ..... \$ 12,921,424.55

A detailed bid analysis and comparison is attached for your records. No errors were detected, mathematical or otherwise, that would require disqualification of any of the bidders. DeNucci Constructors, LLC submitted the lowest bid in the amount of \$10,580,634.11.

DeNucci Constructors, LLC has acknowledged that, if awarded this contract, A Greater Austin Development Company, Inc. will perform the bridge construction scope for this project. A Subcontractor Statement of Experience for A Greater Austin Development Company has been provided describing their bridge construction experience for projects similar in size and scope to the bridge work in this contract.

Based on the low bid amount and the bridge construction qualifications provided for their lead bridge subcontractor, A Greater Austin Development Company, Inc., we recommend this contract be awarded to **DeNucci Constructors, LLC**.

Please feel welcome to contact me should you have any questions or concerns.

Sincerely,

Joelle S. Rosentswieg, P.E.  
P.E. Structural Consultants, Inc.

Attachment: Bid Analysis and Comparison

**Commissioners Court - Regular Session****33.****Meeting Date:** 08/31/2021

Authorize Issuing of 21IFB15 IFB South Bounds Street Overlay and Drainage Improvements

**Submitted For:** Joy Simonton**Submitted By:** Kim Chappius,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for 21IFB15 South Bounds Street Overlay and Drainage Improvements in Thrall, TX. Funding Source is P374.

**Background**

Williamson County is seeking qualified contractors for the construction of pavement overlay and drainage improvements along South Bounds Street in Thrall, TX. Limits are South Bounds Street from Railroad Avenue to Eckhart Avenue. Department Point of Contact is Kim Scherer. Estimated budget: \$750,000.00.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox****Reviewed By****Date**

Purchasing (Originator)

Joy Simonton

08/26/2021 11:54 AM

County Judge Exec Asst.

Becky Pruitt

08/26/2021 11:56 AM

Form Started By: Kim Chappius

Started On: 08/25/2021 10:43 AM

Final Approval Date: 08/26/2021

**Commissioners Court - Regular Session****34.****Meeting Date:** 08/31/2021

Authorize Issuing IFB 21IFB16 Cotrell Street Overlay

**Submitted For:** Joy Simonton**Submitted By:** Kim Chappius,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for 21IFB16 Cotrell Street Overlay. Funding Source is P369.

**Background**

Williamson County is seeking qualified contractors for the construction of repairing and resurfacing an existing two-lane roadway with asphalt pavement in Bartlett, TX. Cotrell St. Limits are from W Elm Avenue to Arnold Drive (FM 342). Department Point of Contact is Kim Scherer. Estimated Budget: \$380,000.00.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 08/26/2021

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

08/26/2021 11:55 AM

08/26/2021 11:56 AM

Started On: 08/25/2021 10:56 AM

**Commissioners Court - Regular Session****35.****Meeting Date:** 08/31/2021

Revised preliminary plat for the Santa Rita Ranch Phase 4 subdivision – Pct 3

**Submitted For:** Terron Evertson**Submitted By:** Adam Boatright,  
Infrastructure  
**Division:** Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Santa Rita Ranch Phase 4 subdivision – Precinct 3.

**Background**

This is the first revision to the preliminary plat for the Santa Rita Ranch Phase 4 subdivision that was previously approved on January 19, 2021. Since the last approval, the developer has requested changes to the lot layout. This revision consists of a decrease of 3 single family lots and an increase of 1 amenity lot/open space/water quality/drainage/landscape/utility lot. With this revision, the proposed Santa Rita ranch Phase 4 subdivision consists of 558 single family lots; 1 amenity/open space/water quality/drainage/landscape/utility lot; 4 open space/water quality/drainage/landscape/utility lots, 3 open space/drainage/landscape/utility lots, 7 open space/landscape/utility lots, 1 amenity lot and 25,336 linear feet of public roads on 199.388 acres.

**Timeline**

2021-05-27 – initial submittal of the revised preliminary plat

2021-06-23 – 1st review complete with comments

2021-08-13 – 2nd submittal of revised preliminary plat

2020-08-25 – 2nd review complete with comments clear

2021-08-26 – revised preliminary plat placed on the August 31, 2021 Commissioners Court agenda for consideration

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**Fiscal Impact**

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

revised preliminary plat #1 - Santa Rita Ranch Ph 4

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 11:57 AM

Started On: 08/26/2021 11:38 AM







LINE TABLE		
LINE	BEARING	LENGTH
L1	N69°30'38.48"E	67.53
L2	S82°59'31.32"E	280.59
L3	S07°01'44.42"W	123.79
L4	S70°40'23.05"W	709.79
L5	N20°26'47.94"W	372.53
L6	S69°30'38.48"W	50.00
L7	N20°29'21.52"W	80.91
L8	S61°50'09.32"W	50.00
L9	S53°32'04.31"W	110.03
L10	S35°23'39.36"W	64.00
L11	S06°17'48.83"W	50.00
L12	N87°29'18.39"W	90.00
L13	N69°30'00.85"E	50.00
L14	N69°30'02.39"E	50.00
L15	N69°29'57.90"E	50.00
L16	S31°21'10.89"E	136.21
L17	S58°36'51.21"W	210.37

Curve Table						
Curve #	Radius	Tangent	Delta	Chord	Arc Length	
C1	800.00'	195.74'	027°29'50"	380.26'	383.93'	
C2	15.00'	15.01'	090°01'16"	21.22'	23.57'	
C3	908.78'	100.05'	012°33'56"	198.91'	199.31'	
C4	908.78'	100.05'	012°33'56"	198.91'	199.31'	
C5	15.00'	14.96'	089°49'57"	21.18'	23.52'	
C6	1955.00'	114.69'	006°42'53"	228.99'	229.12'	
C7	15.00'	15.25'	090°57'36"	21.39'	23.81'	
C8	15.00'	15.37'	091°24'11"	21.47'	23.93'	
C9	1955.00'	117.83'	006°53'54"	235.24'	235.38'	
C10	1900.00'	282.39'	016°54'28"	558.65'	560.68'	
C11	15.00'	15.33'	091°13'57"	21.44'	23.88'	
C12	15.00'	15.43'	091°37'30"	21.51'	23.99'	
C13	1900.00'	488.25'	028°49'25"	945.78'	955.82'	
C14	15.00'	14.65'	088°38'56"	20.96'	23.21'	
C15	15.00'	16.03'	093°47'07"	21.90'	24.55'	
C16	1990.00'	77.01'	004°25'57"	153.91'	153.95'	

TOTAL OF LOTS	574
SINGLE FAMILY LOTS:	558
AMENITY, O.S., W.Q.E., D.E., L.S.E. & P.U.E. LOTS:	1
O.S., W.Q.E., D.E., L.S.E. & P.U.E. LOTS:	4
O.S., D.E., L.S.E., & P.U.E. LOTS:	3
O.S., L.S.E. & P.U.E. LOTS:	7
AMENITY LOTS:	1

TOTAL: 558 SF LOTS

ORIGINAL SUBMITTAL DATE: SEPTEMBER 3, 2020  
REVISION #1 SUBMITTAL DATE: MAY 5, 2021

OWNER:  
SANTA RITA C7 INVESTMENTS, LLC.  
1700 CROSS CREEK LANE, STE. 100  
LIBERTY HILL, TX. 78642

DEVELOPER:  
SANTA RITA KC, LLC.  
1700 CROSS CREEK LANE, STE. 100  
LIBERTY HILL, TX. 78642

ENGINEER & SURVEYOR:  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE  
AUSTIN, TEXAS 78749  
(512) 280-5160 phone  
(512) 280-5165 fax

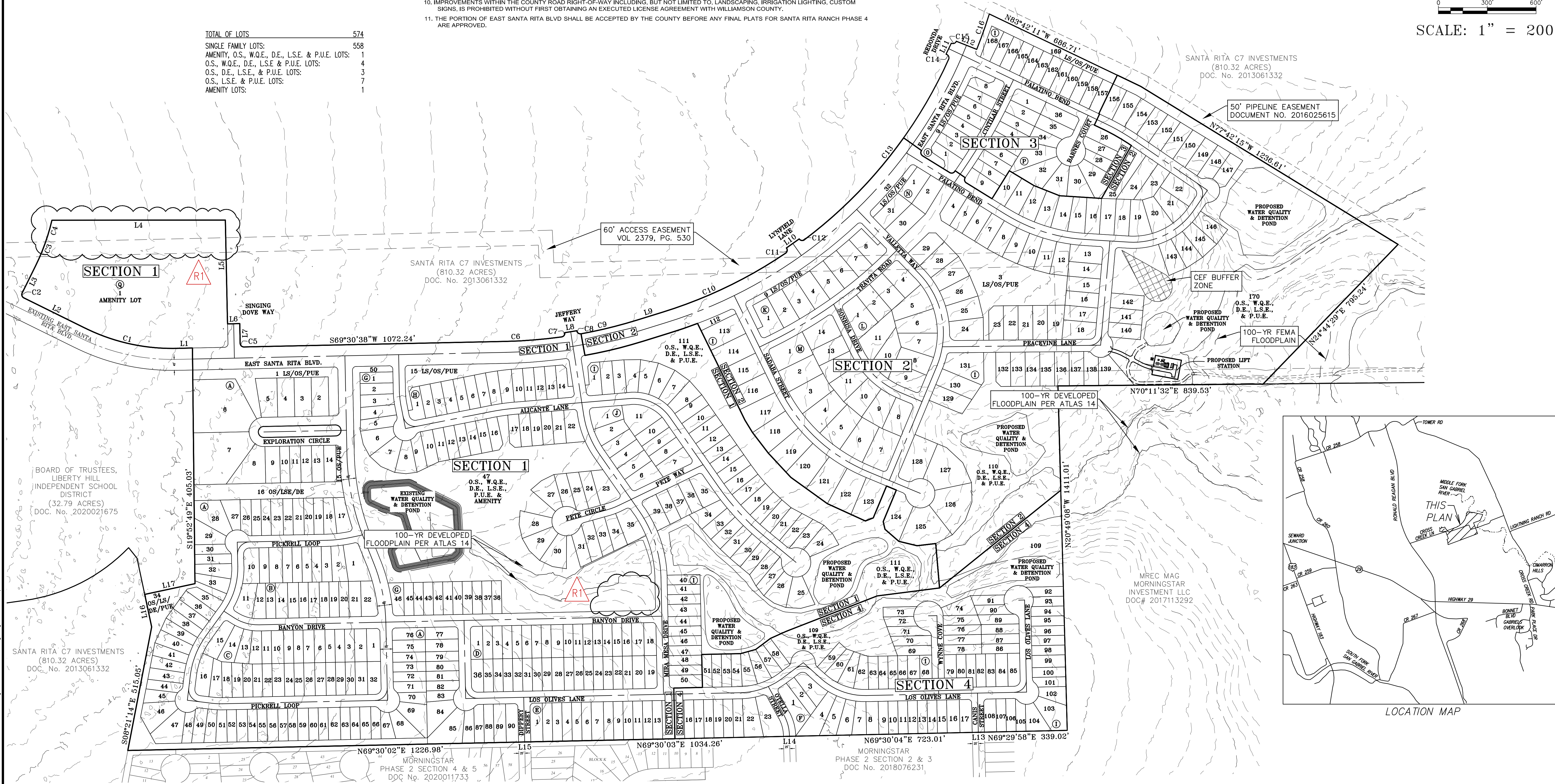
TOTAL ACREAGE: 199.388 ACRES  
SURVEY: B. MANLOVE SURVEY,  
ABSTRACT NO. 417

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. THE DEVELOPED 100-YR FLOODPLAIN BY ATLAS 14 SHOWN ON THE PRELIMINARY PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED AUGUST 31, 2020. THE FEMA 100-YR FLOODPLAIN SHOWN ON THE PRELIMINARY PLAT WAS TAKEN FROM FEMA FIRM No. 48491C 0275E, EFFECTIVE DECEMBER 20, 2019, AND THE FEMA L.O.M.R. No. 16-06-0501P, EFFECTIVE MARCH 2, 2017.
5. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/GEORGETOWN UTILITY SYSTEMS
6. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/CITY OF LIBERTY HILL
7. ELECTRIC SERVICE IS PROVIDED BY: PEC
8. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
10. 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.
11. THE PORTION OF EAST SANTA RITA BLVD SHALL BE ACCEPTED BY THE COUNTY BEFORE ANY FINAL PLATS FOR SANTA RITA RANCH PHASE 4 ARE APPROVED.

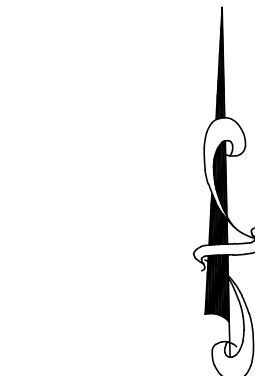
DRAINAGE AND FLOODPLAIN:

WATER AND WASTEWATER:



STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASSIFICATION	TYPE
ALCANTAR LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	2,213	LOCAL	URBAN
BANYON DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,806	LOCAL	URBAN
BARNES COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	163	LOCAL	URBAN
CANIS STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	160	LOCAL	URBAN
CINTILAR STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	487	LOCAL	URBAN
DIPPERY LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	183	LOCAL	URBAN
EAST SANTA RITA BLVD.	PUBLIC	90'	66' FACE TO FACE	6'	35 MPH	3,543	RESIDENTIAL COLLECTOR	URBAN
EXPLORATION CIRCLE	PUBLIC	120'	30' FACE TO BACK DIVIDED	4'	25 MPH	338	LOCAL	URBAN
JEFFERY WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	61	LOCAL	URBAN
LOS OLIVES LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	3,090	LOCAL	URBAN
LYNFIELD LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	61	LOCAL	URBAN
MIRA MESA DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,509	LOCAL	URBAN
OTELLA STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	221	LOCAL	URBAN
PALATINO BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	2,329	LOCAL	URBAN
PEACEVINE LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,077	LOCAL	URBAN
PETE CIRCLE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	280	LOCAL	URBAN
PETE WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	327	LOCAL	URBAN
PICKRELL LOOP	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	1,032	RESIDENTIAL COLLECTOR	URBAN
PICKRELL LOOP	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	2,249	LOCAL	URBAN
REDONDA DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	62	LOCAL	URBAN
SADABA STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,164	LOCAL	URBAN
SINGING DOVE WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	151	LOCAL	URBAN
SONRISA DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	562	LOCAL	URBAN
TRAVITA ROAD	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	630	LOCAL	URBAN
VALLETTA WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,282	LOCAL	URBAN
WYNN COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	356	LOCAL	URBAN
TOTAL LINEAR FOOTAGE OF STREETS:						25,336		

LEGEND	
17	LOT NUMBER
---	BLOCK NUMBER
---	BUILDING SETBACK LINE
---	EASEMENT LINE
---	BOUNDARY LINE
---	100-YR FEMA FLOODPLAIN
---	ATLAS 14 100-YR FLOODPLAIN
---	OPEN SPACE
---	LANDSCAPE EASEMENT
---	WATER QUALITY EASEMENT
---	DRAINAGE EASEMENT
---	PUBLIC UTILITY EASEMENT
---	BUILDING LINE SETBACK
---	MAILBOX KIOSK



0 300' 600'

SCALE: 1" = 200'

DESIGNED BY: SPC  
DRAFTED BY: MB

DATE:   
REVISION:   
REVISED LOT 1 BLOCK 2  
REVISED LOT 36-38 BLOCK 6 & REMOVED BLOCK 6

Carlson, Brigance & Doering, Inc.  
Civil Engineering & Surveying  
FIRM ID #E3791  
Main Office: 5501 West William Cannon Dr., Austin, Texas 78750  
North Office: 12129 RR 630 N, Suite 600, Austin, Texas 78750  
Phone No. (512) 280-5160 Fax No. (512) 280-5165

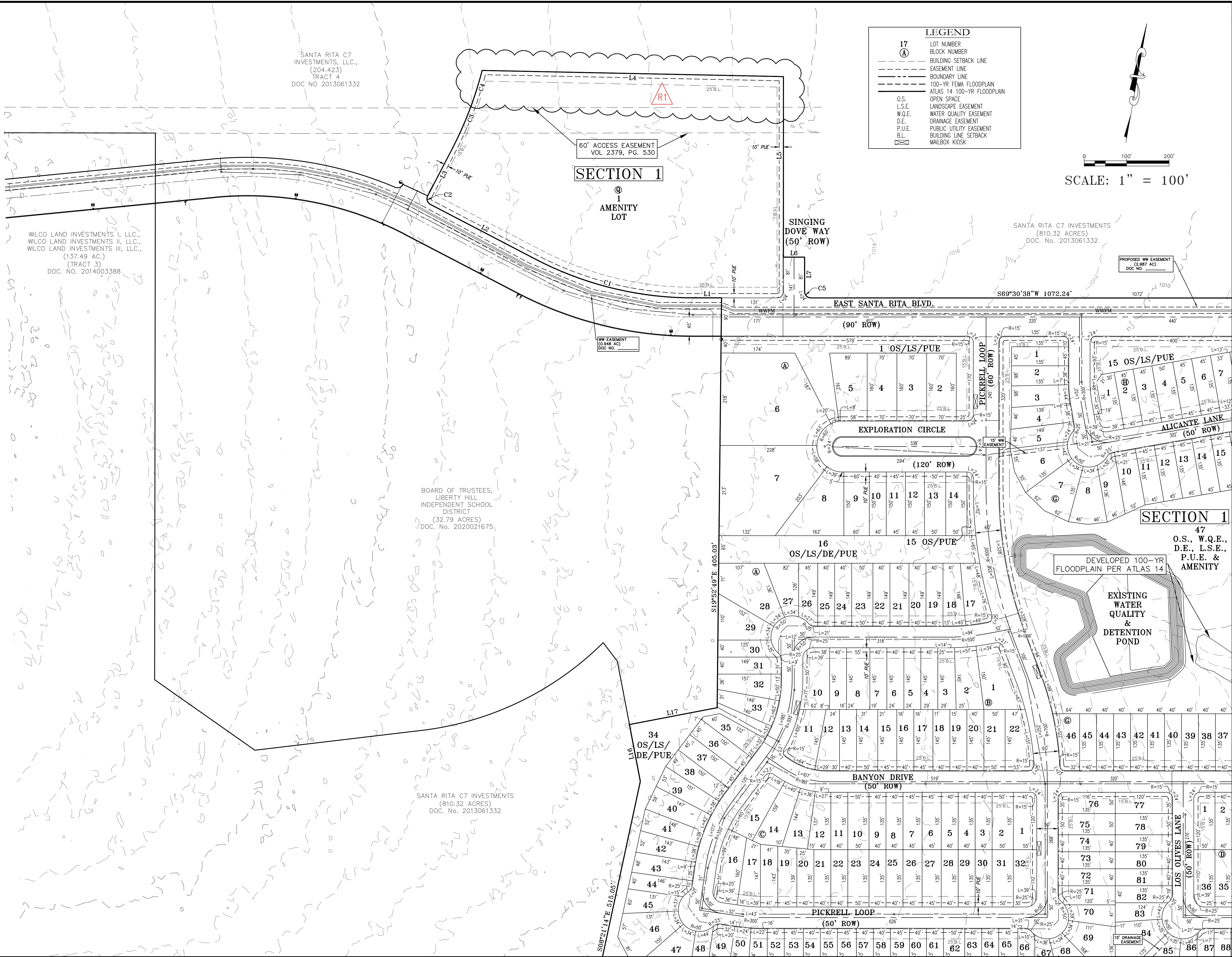
OVERALL PRELIMINARY PLAT  
SANTA RITA RANCH PHASE 4  
PRELIMINARY PLAT

SHEET NAME: OVERALL PRELIMINARY PLAT  
JOB NAME: SANTA RITA RANCH PHASE 4  
PROJECT: PRELIMINARY PLAT

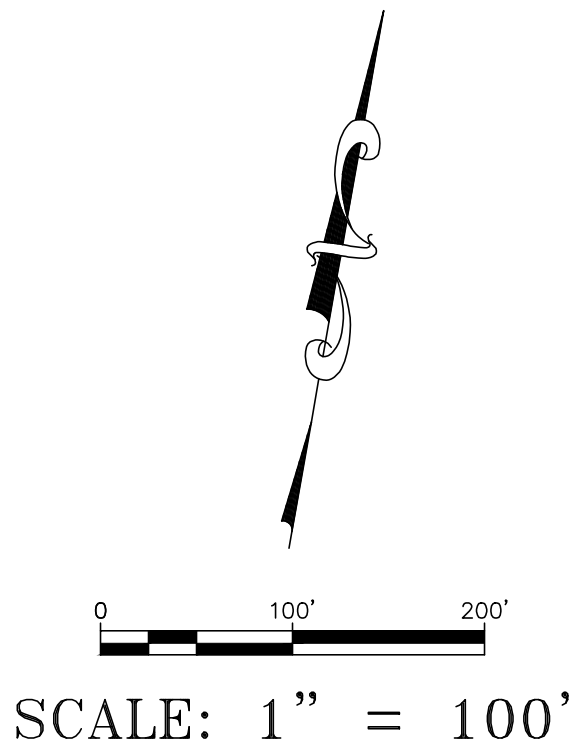
STATE OF TEXAS  
STEVEN P. CATES  
93648  
LICENSED PROFESSIONAL ENGINEER  
Carlson, Brigance & Doering, Inc.  
ID# F3791  
8-13-2021

DATE: SEP 2020  
JOB NUMBER: 5102  
SHEET: 1 OF 5  
SHEET NO.: 1

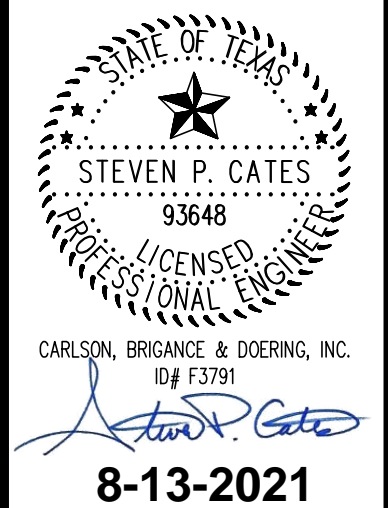




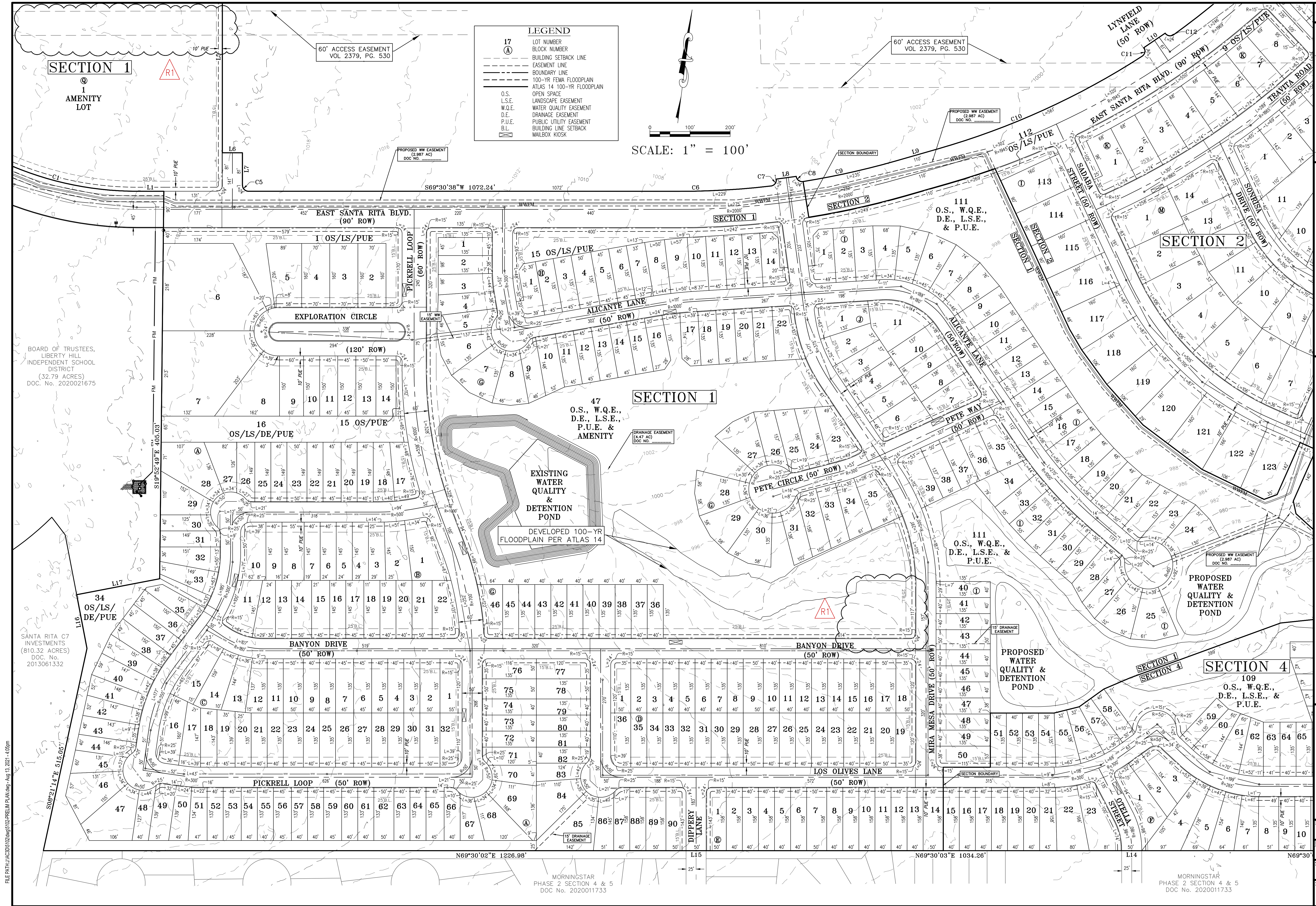
LEGEND	
17	LOT NUMBER
(A)	BLOCK NUMBER
---	BUILDING SETBACK LINE
---	EASEMENT LINE
---	BOUNDARY LINE
---	100-YR FEMA FLOODPLAIN
---	ATLAS 14 100-YR FLOODPLAIN
---	OPEN SPACE
O.S.	LANDSCAPE EASEMENT
L.S.E.	WATER QUALITY EASEMENT
W.Q.E.	DRAINAGE EASEMENT
D.E.	PUBLIC UTILITY EASEMENT
P.U.E.	BUILDING LINE SETBACK
B.L.	MAILBOX KIOSK



DESIGNED BY: SPC	DRAFTED BY: MB
DATE:	
REVISION:	
REVISION 1: REVISED LOT 1 BLOCK 2	
REVISION 2: REVISED LOT 36-38 BLOCK 6 & REMOVED BLOCK 6	
SHEET NAME: PRELIMINARY PLAT 100 SCALE (1 OF 4)	
JOB NAME: SANTA RITA RANCH PHASE 4	
PROJECT: PRELIMINARY PLAT	
DATE: SEP 2020	
JOB NUMBER: 5102	
SHEET: 2 OF 5	
SHEET NO. 2	





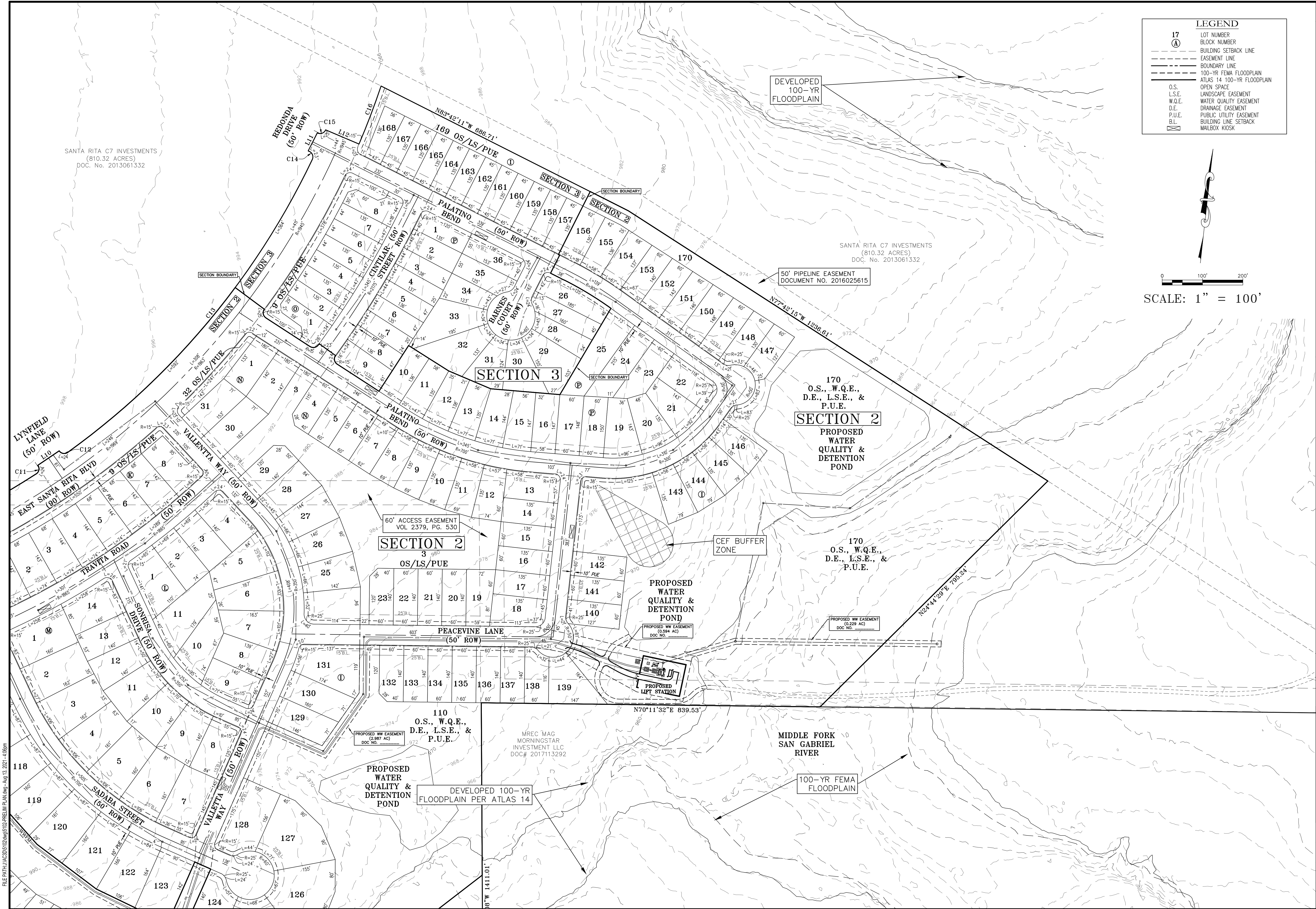


DESIGNED BY: SPC	DRAFTED BY: MB
DATE	REVISION
REVISION 1: REVISED LOT 1, BLOCK 2	
REVISION 2: REVISED LOT 34, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65	
CARLSON, BRIGANCE & DOERING, INC. Civil Engineering & Surveying FIRM ID #13791 Main Office: 5501 West Williams Canyon Dr., Austin, Texas 78750 North Office: 12129 RR 330 N, Suite 600, Austin, Texas 78750 Phone No. (512) 280-5160 Fax No. (512) 280-5165	
SHEET NAME: PRELIMINARY PLAT 100 SCALE (2 OF 4)	
JOB NAME: SANTA RITA RANCH PHASE 4	
PROJECT: PRELIMINARY PLAT	
STATE OF TEXAS STEVEN P. CATES 93648 PROFESSIONAL ENGINEER LICENSED PROFESSIONAL ENGINEER	
DATE: SEP 2020	
JOB NUMBER: 5102	
SHEET: 3 OF 5	
SHEET NO.: 3	

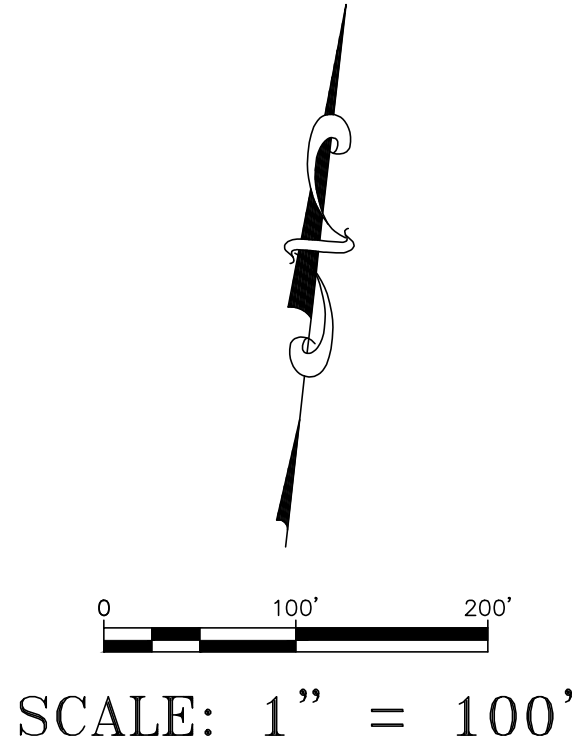









LEGEND	
17	LOT NUMBER
A	BLOCK NUMBER
---	BUILDING SETBACK LINE
---	EASEMENT LINE
---	BOUNDARY LINE
---	100-YR FEMA FLOODPLAIN
---	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
MB	MAILBOX KIOSK



DESIGNED BY: SPC	DRAFTED BY: MB
DATE:	
REVISION:	
1. REVISED LOT 1 BLOCK 2	
2. REVISED LOT 34-38 BLOCK 6 & 7	
SHEET NAME: PRELIMINARY PLAT 100 SCALE (4 OF 4)	
JOB NAME: SANTA RITA RANCH PHASE 4	
PROJECT: PRELIMINARY PLAT	
	
DATE: SEP 2020	
JOB NUMBER: 5102	
SHEET: 5 OF 5	
SHEET NO.: 5	



**Commissioners Court - Regular Session****36.****Meeting Date:** 08/31/2021

Preliminary plat for the Retreat at 971 subdivision – Pct 4

**Submitted For:** Terron Evertson**Submitted By:** Adam Boatright,  
Infrastructure  
**Division:** Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Retreat at 971 subdivision – Precinct 4.

**Background**

This proposed subdivision consists of 5 lots and 2,918 linear feet of new private roads.

**Timeline**

2021-01-13 – initial submittal of the preliminary plat

2021-02-12 – 1st review complete with comments

2021-05-13 – 2nd submittal of preliminary plat

2021-05-28 – 2nd review complete with comments

2021-08-03 – 3rd submittal of preliminary plat

2021-08-18 – 3rd review complete with comments

2021-08-18 – 4th submittal of preliminary plat

2021-08-26 – 4th review complete with comments clear

2021-08-26 – preliminary plat placed on the August 31, 2021 Commissioners Court agenda for consideration

---

**Fiscal Impact**

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

**Attachments**

preliminary plat - Retreat at 971

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 08/26/2021

**Reviewed By**

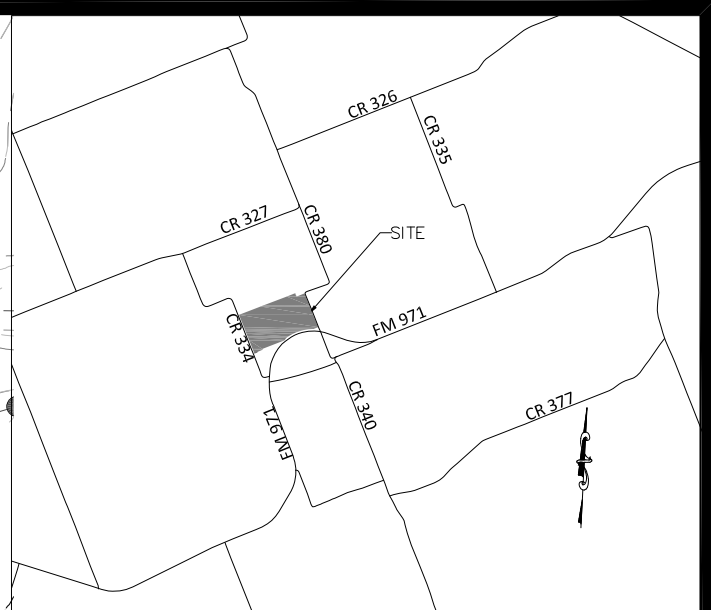
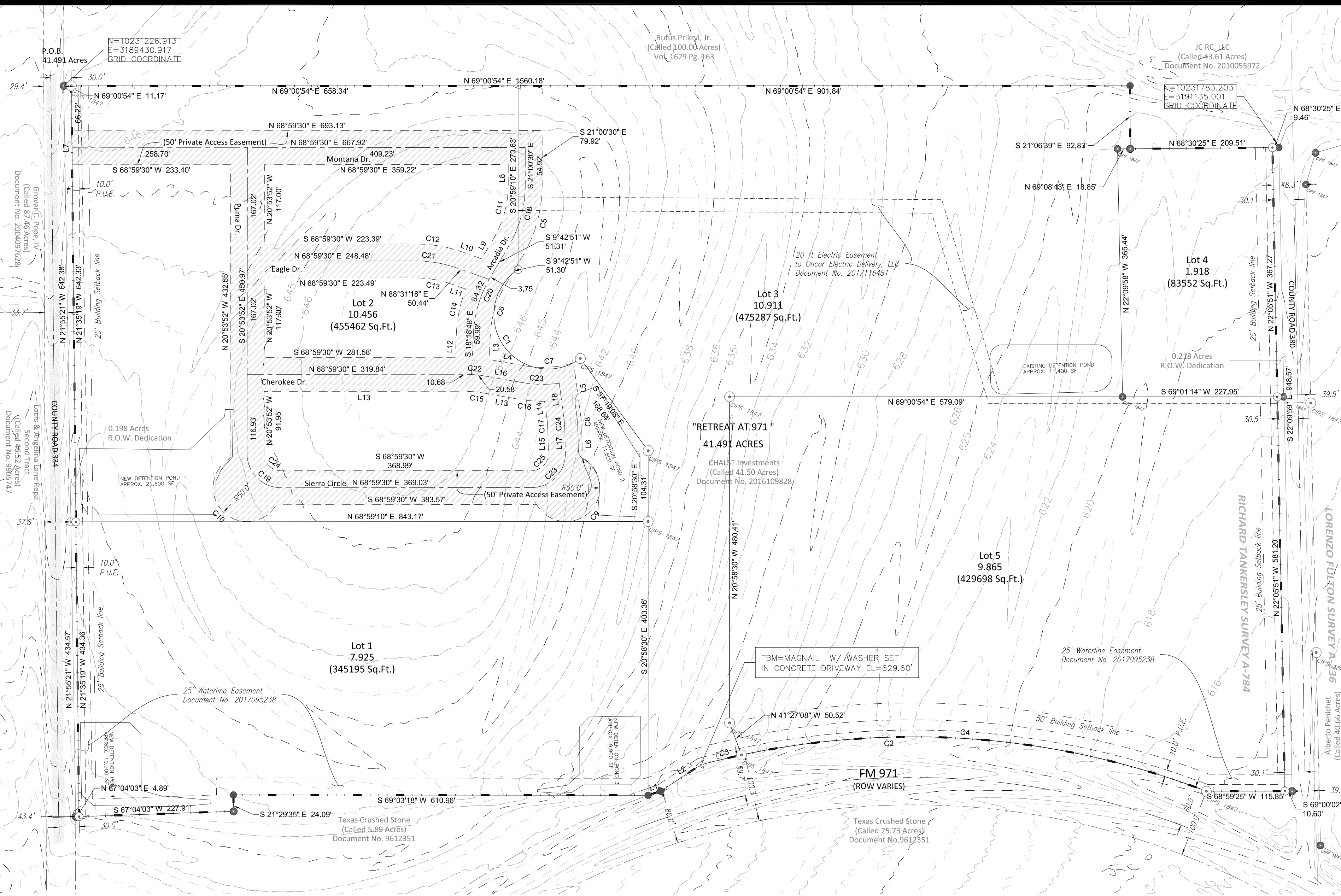
Becky Pruitt

**Date**

08/26/2021 11:57 AM

Started On: 08/26/2021 11:45 AM





SCALE: 1" = 100'

Note:  
The bearing basis for this survey is the  
State Plane Coordinate System, NAD83,  
Grid North Texas Central Zone, (4203),  
GEOID: 12A  
Datum: NAVD88,  
CONVERGENCE: 1'27'55.38"  
COMBINED SCALE FACTOR: 0.99986928

## LEGEND

1/2" IRON PIN FOUND (STEEL PIN)  
CAPPED IRON PIN SET MARKED "FOREST 1847"  
CAPPED IRON PIN FOUND MARKED  
"FOREST 1847"  
NAIL SET  
NAIL FOUND  
CAPPED IRON PIN FOUND MARKED  
TXDOT TYPE 1 CONCRETE MARKER  
BENCHMARK MONUMENT (COTTON SPINDLE SET)  
SURVEY/ABSTRACT LINES  
TRACT LINES  
BOUNDARY LINES  
50' PRIVATE EASEMENT  
( ) Denotes Record Information  
All document references are in Williamson County, Texas  
O.P.R.W.C.T. Official Public Records of Williamson County, Texas  
P.R.W.C.T. Plat Records of Williamson County, Texas  
D.R.W.C.T. Deed Records of Williamson County, Texas

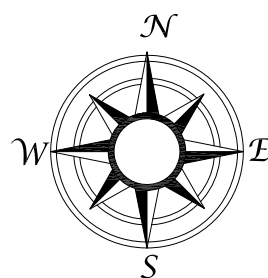
Owner: Al Penichet  
Chalst Investments, Inc.  
129 Camp Verde Dr.  
Georgetown, Texas 78633  
512-818-4866  
al@971rvpark.com

Engineer: Justin Fuller, PE, CFM  
Clark & Fuller Engineering  
215 Main St.  
Temple, TX 76501  
254-899-0899  
jfuller@clark-and-fuller.com

Surveyor: William F. Forest, Jr., RPLS 1847  
1002 Ash St.  
Georgetown, Texas 78626  
512-930-5927  
bill@forestsurveying.com

FOREST SURVEYING & MAPPING CO. Copyright © 2021

"PRELIMINARY PLAT"  
"RETREAT AT 971"  
41.491 ACRES  
RICHARD TANKERSLEY SURVEY A- 784  
WILLIAMSON COUNTY, TEXAS



Forest Surveying & Mapping Company  
1002 Ash St. Georgetown, Texas  
Phone: 512-930-5927  
www.forestsurveying.com  
TBPLS FIRM NO.10002000

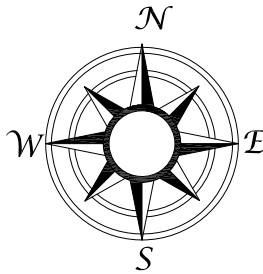
Revision	Original Submittal Date: January 13, 2021
5-12-2021	Field Book/Page: 143/49
7-30-2021	LO: RETREAT PAGE 1
8-18-2021	Project Name: AL PENICHET
	Dwg: PRELIMINARY PLAT RETREAT AT 971
	PAGE 1 OF 3

PRIVATE EASEMENT TABLE						
NAME	EASEMENT WIDTH	PAVEMENT DIMENSION	LENGTH OF ROADWAY	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICTION TYPE
MONTANA DRIVE	50 FT	20 FT	668.82	25 MPH	PRIVATE	LOCAL
EAGLE DRIVE	50 FT	20 FT	360 FT	25 MPH	PRIVATE	LOCAL
CHEROKEE DRIVE	50 FT	20FT	461 FT	25 MPH	PRIVATE	LOCAL
PUMA DRIVE	50 FT	20 FT	451 FT	25 MPH	PRIVATE	LOCAL
SIERRA CIRCLE	50 FT	20 FT	626.5 FT	25 MPH	PRIVATE	LOCAL
ARCADIA DRIVE	50 FT	21 FT	350.81 FT	26 MPH	PRIVATE	LOCAL

Line Table		
Line #	Bearing	Distance
L1	S 50°57'02" W	19.48'
L2	N 35°43'23" E	70.75'
L3	S 18°18'48" E	36.71'
L4	N 78°56'18" E	53.35'
L5	S 28°39'05" E	77.03'
L6	S 22°15'56" E	40.91'
L7	N 21°35'19" W	50.00'
L8	S 21°00'30" E	29.92'
L9	S 09°42'51" W	34.51'
L10	S 88°31'18" W	29.85'
L11	N 88°31'18" E	22.79'
L12	S 18°18'48" E	35.74'
L13	N 78°56'18" E	54.69'
L13	N 68°59'30" E	294.85'
L14	S 28°39'05" E	26.53'
L15	S 22°12'43" E	33.14'
L16	N 78°56'18" E	54.70'
L17	N 22°15'56" W	33.12'
L18	N 28°39'05" W	50.01'

Curve Table					
Curve #	Radius	Chord Bearing	Chord Distance	Delta	Arc Length
C2	1206.28'	S 72°00'32" W	745.93'	36°01'14"	758.36'
C3	1206.28'	S 55°27'54" W	61.74'	2°55'58"	61.75'
C4	1206.28'	S 73°28'31" W	686.98'	33°05'16"	696.61'
C5	205.00'	S 05°38'49" E	108.61'	30°43'21"	109.92'
C6	155.00'	S 04°17'58" E	75.07'	28°01'39"	75.82'
C7	155.00'	N 65°30'09" E	72.03'	26°52'18"	72.69'
C8	205.00'	S 25°27'31" E	22.84'	6°23'09"	22.85'
C9	50.00'	S 23°21'47" W	96.30'	211°15'26"	184.36'
C10	50.00'	N 65°57'11" W	96.57'	210°06'38"	183.36'
C11	155.00'	S 05°38'49" E	82.12'	30°43'21"	83.11'
C12	205.00'	S 78°45'24" W	69.54'	19°31'48"	69.88'
C13	155.00'	N 78°45'24" E	52.58'	19°31'48"	52.83'
C14	205.00'	S 09°01'16" E	66.20'	18°35'02"	66.49'
C15	155.00'	N 73°57'54" E	26.87'	9°56'48"	26.91'
C16	203.52'	N 73°37'09" E	37.87'	10°40'38"	37.93'
C17	155.02'	N 25°27'31" W	17.27'	6°23'09"	17.28'
C18	180.02'	S 05°38'49" E	95.38'	30°43'21"	96.53'
C19	50.00'	S 65°57'11" E	70.78'	90°06'38"	78.64'
C20	180.02'	S 04°17'58" E	87.19'	28°01'39"	88.06'
C21	180.02'	N 78°45'24" E	61.07'	19°31'48"	61.36'
C22	180.02'	N 73°57'54" E	31.21'	9°56'48"	31.25'
C23	50.00'	N 23°21'47" E	71.48'	91°15'26"	79.64'
C24	25.00'	N 65°57'11" W	35.39'	90°06'38"	39.32'
C25	25.00'	S 23°23'23" W	35.72'	91°12'13"	39.80'

"PRELIMINARY PLAT"  
"RETREAT AT 971 "  
41.491 ACRES  
RICHARD TANKERSLEY SURVEY A- 784  
WILLIAMSON COUNTY, TEXAS



Forest Surveying & Mapping Company  
1002 Ash St. Georgetown, Texas  
Phone: 512-930-5927  
www.forestsurveying.com  
TBPLS FIRM NO.10002000

Revision	Original Submittal Date: January 13, 2021
5-12-2021	Field Book/Page: 143/49
7-30-2021	LO: RETREAT PAGE 2
8-18-2021	Project Name: AL PENICHET
	Dwg: PRLIMINARY PLAT RETREAT AT 971
	PAGE 2 OF 3

OWNER'S CERTIFICATION

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

That I, Al Penichet, is the owners of the certain 41.491 acres described on this plat, called 41.50 acres as described in the deed to Al Penichet, as recorded in Document No. 2016109828 , of the Official Public Records of Williamson County, Texas. We do hereby approve the subdivision plat of said tract as shown hereon; do hereby consent to all plat note requirements shown hereon; and do hereby dedicate to the public any streets, alleys, rights-of-way, easements, and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as "Plat Retreat at 971 Subdivision".

TO CERTIFY WHICH, WITNESS by my hand this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_,

AL PENICHET,  
129 CAMP VERDE DRIVE  
GEORGETOWN, TX 78633  
512-818-4866 EMAIL: al@971rvpark.com

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

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, A.D.

Notary Public in and for the State of Texas

My Commission expires on: \_\_\_\_\_

SURVEYOR'S CERTIFICATION

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

I, The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This plat is correct to the best of my knowledge and belief and identifies any evidence of utilities, boundary line conflicts, shortages in area, protrusions, intrusions, and overlapping of significant improvements. This property abuts a public roadway, except as shown hereon. This tract is not within the Edwards Aquifer Recharge Zone.

TO CERTIFY WHICH, WITNESS by my hand and seal at Georgetown, Williamson County, Texas,

this \_\_\_\_\_ day of **PRELIMINARY**, 2020  
FOR REVIEW PURPOSES ONLY.

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHOULD  
~~NOT BE USED OR VIEWED AS A FINAL DOCUMENT~~

William F. Forest, Jr.  
Registered Professional Land Surveyor No. 1847, State of Texas  
TBPLS, Firm Registration No. 1002000  
1002 Ash Street  
Georgetown, Texas 78626

Engineer's Certification

I, Justin Fuller, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone and is not encroached by a Zone A flood area, as denoted herein, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48491C0330f, effective date December 20, 2019, and that each lot conforms to the Williamson County regulations.

The fully developed, concentrated storm water runoff resulting from the one hundred (100) year frequency storm is contained within the drainage easements shown and/or public rights-of-way dedicated by this plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this \_\_\_\_ day of \_\_\_\_\_, 2021.

Clark & Fuller, PLLC  
Justin Fuller, PE, CFM  
Registered Professional Engineer (sealed)  
No. 100183, State of Texas

WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR

Based upon the representations of the surveyor whose seal is affixed hereto, and after review of the plat as represented by the said surveyor, I find that this plat complies with the Williamson County Floodplain regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

J. Terron Everton, PE, DR, CFM  
Williamson County Floodplain Administrator

GENERAL NOTES AND REQUIREMENTS:

- There are no new public roadways approved as a part of this subdivision.
- Maintenance responsibility for drainage will not be accepted by the county other than that accepted in connection with draining or protecting the road system. Maintenance responsibility for storm water management controls will remain with the owner.
- In order to promote drainage away from a structure, the slab elevation should be built at least one foot above the surrounding ground, and the ground should be graded away from the structure at a slope of 1/2" per foot for a distance of at least 10 feet. The minimum finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building.
- Existing easements are shown on sheet one according to the records as set out in Document 2017095238 a Permanent 25 foot wide water line easement to Lone Star Regional Water Authority. And in Document 2017116481 a General Type Electrical Easement to Oncor Electric Delivery Company for use until lines are abandoned. Any additional easements that may exist have not been researched as a part of this survey.
- A de Facto certificate of compliance is hereby issued for Lots 1-5 in this subdivision. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area.
- No lots in this subdivision are encroached by a special flood hazard area inundated by the 100-year (1% chance) flood as identified by the the U.S. Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No.48491C0330F, effective date December 20, 2019 for Williamson County, Texas.
- The landowner assumes all risks associated with improvements located in the Right-of-Way for Farm to Market 971, county Road 334 and County Road 380. By placing anything in the Right-of-Way and/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 improvements will be responsible for the relocation and/or replacement of the improvement.
- Improvements within the county road Right-of-Way including, but not limited to, landscaping, irrigation, lighting, custom signs, are prohibited without first obtaining an executed license agreement with Williamson County.
- All public roadways and easements as shown on this plat are free of liens.
- This development is considered exempt from on-site storm water detention controls based on Williamson County Subdivision Regulation B1 3, which states that a proposed development may be considered exempt from providing a stormwater detention, if the plat has all lots of 2 acres or more with less than 20% impervious cover.
- Water service for this subdivision will be provided by Jonah Water Supply. Sewer service for this subdivision will be provided by on-site sewage facilities.
- 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.
- 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.

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF)

14. All sidewalks shall be maintained by each of the adjacent property owners. Based upon the representations of the surveyor whose seal is affixed hereto, and after review of the plat as represented by the said surveyor, I find that this plat complies with the requirements of the Edwards Aquifer regulations for Williamson County and Williamson County on-site sewage facility regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. the Williamson County engineer's office and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

J. Terron Everton, PE, DR, CFM  
Williamson County Engineer

DATE

911 ADDRESSING APPROVAL

This subdivision, to be known as "Ronnie Draper Subdivision", has been reviewed by the Williamson County addressing department this date.

WILLIAMSON COUNTY ADDRESSING DEPARTMENT

DATE

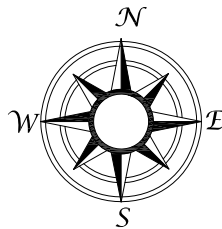
COUNTY JUDGE'S APPROVAL

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, that a subdivision having been fully presented to the Commissioners Court of Williamson County, Texas, and by the said court duly considered, were on this day approved, and the plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Bill Gravel Jr., County Judge  
Williamson County, Texas

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



Forest Surveying & Mapping Company  
1002 Ash St. Georgetown, Texas  
Phone: 512-930-5927  
www.forestsurveying.com  
TBPLS FIRM NO.10002000

Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors  
1917 S Interstate 35 Austin, TX 78741, US (512) 440-7723

"PRELIMINARY PLAT"  
"RETREAT AT 971"  
RICHARD TANKERSLEY SURVEY, ABSTRACT NO. 784  
WILLIAMSON COUNTY, TEXAS

BEING 41.491 acres of land, situated in the Richard Tankersley Survey, Abstract No. 784, in Williamson County, Texas, said 41.491 acres being the same tract of land called 41.50 acres, of record to Chalst Investments, LLC., Document No. 2016109828, Official Public Records, Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in November of 2020 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" capped iron pin found (steel pin), marked "FOREST RPLS 1847", at the Northwest corner of said 41.50 acre tract, for the Northwest corner hereof, same point being the Southwest corner of a 100 acre tract, of record to Rufus Prikrly, Jr., Volume 1629, Page 163, (DRWCT), said point being in the East Right-of-Way line of County Road 334, THENCE, departing said Right-of-Way line, with the common boundary line of said 41.50 acre tract and said 100 acre tract, N 69°00'54" E, 1571.35 feet, to a ½" iron pin found, at the most northerly Northeast corner of said 41.50 acre tract, for the most northerly Northeast corner hereof, same being the Southeast corner of said 100 acre tract, said point being in the West boundary line of a 43.61 acre tract, of record to JC RC, LLC., Document No. 2010055972,

THENCE, with the common boundary line of said 41.50 acre tract and said 43.61 acre tract, along or near a fence, the following two courses and distances:

- S 21°06'39" E, 92.83 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", at an ell corner of said 41.50 acre tract, same being the Southwest corner of said 43.61 acre tract,
- N 68°30'25" E, 218.97 feet, to a ½" iron pin found, for the most easterly Northeast corner of said 41.50 acre tract and the most easterly Northeast corner hereof, same point being in the West Right-of-Way line of County Road 380,

THENCE, with the common boundary line of said 41.50 acre tract and said Right-of-Way, S 22°09'58" E, 948.57 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", at the Southeast corner of said 41.50 acre tract, for the Southeast corner hereof, same point being in the North Right-of-Way of Farm to Market 971,

THENCE, with the common boundary line of said 41.50 acre tract and Farm to Market 971, the following four (4) courses and distances:

- S 68°59'25" W, 126.45 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", at the point of curvature for a non-tangent curve,
- in a westerly direction with a non-tangent curve to the left, with a Radius of 1206.28 feet, having a Chord Bearing of S 72°00'32" W, 745.93 feet, having a Central Angle of 36°01'14" and an Arc Length of 758.36 feet, to a mag nail set, with washer, marked "FOREST RPLS 1847",
- (L2) S 35°43'23" W, 70.75 feet, to a concrete monument (TXDOT Type I), for an angle point of said 41.50 acre tract and said Right of Way,
- (L1) S 50°57'02" W, 19.48 feet, to a ½" iron pin found, for the Northeast corner of a 5.89 acre tract, of record to Texas Crushed Stone, Document No. 9612351 (OPRWCT),

THENCE, departing said Right-of-Way line, with the common boundary line of said 41.50 acre tract and said 5.89 acre tract, the following three (3) courses and distances:

- S 69°03'18" W, 610.96 feet, to a ½" iron pin found, for an ell corner,
- S 21°29'35" E, 24.09 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", for an ell corner
- S 67°04'03" W, 232.80 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", in the East Right-of-Way line of County Road 334, said point being the Southwest corner of said 41.50 acre tract and Northwest corner of said 5.89 acre tract, for the Southwest corner hereof,

THENCE, with the common boundary line of said County Road 334 and said 41.50 acre tract, N 21°55'22" W, 1076.95 feet, to the POINT OF BEGINNING, and containing 41.491 acres, more or less.

COUNTY CLERK'S CERTIFICATION

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

I, Nancy E. Rister, Clerk of the County Court of said Count, 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 day of \_\_\_\_\_, 20\_\_\_\_ A.D., at \_\_\_\_\_ o'clock, \_\_\_\_\_ M. in the Official Public Records of said County in instrument No. \_\_\_\_\_,

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

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

By: \_\_\_\_\_, Deputy

Revision Drawing Date: January 13, 2020

5-12-21 Field Book/Page: 148/23

7-30-2021 LO:RETREAT PAGE 3

8-18-2021 Project Name: AL PENICHET

Dwg: PRLIMINARY PLAT RETREAT AT 971

PAGE 3 OF 3

**Commissioners Court - Regular Session****37.****Meeting Date:** 08/31/2021

National Preparedness Month Resolution

**Submitted By:** Michael Shoe, Emergency Management**Department:** Emergency Management**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a resolution declaring September 2021 as Preparedness Month in Williamson County, Texas.

**Background**

Williamson County residents are reminded during Preparedness Month to remain mindful of the dangers presented by natural and man-made disasters. Potential threats may change rapidly, therefore, it is important to be prepared, stay informed and follow instructions from local officials and emergency management personnel. Williamson County encourages residents to register at [WarnCentralTexas.org](http://WarnCentralTexas.org) to receive emergency messages.

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**Fiscal Impact**

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

Preparedness Month Resolution

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Michael Shoe

Final Approval Date: 08/20/2021

**Reviewed By**

Becky Pruitt

**Date**

08/20/2021 09:27 AM

Started On: 08/20/2021 08:29 AM

*State of Texas*  
*County of Williamson*  
*Know all men by these presents.*

**THAT ON THIS**, the 31st day of August 2021, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Bill Gravell, Jr., County Judge  
Terry Cook, Commissioner, Precinct One  
Cynthia Long, Commissioner, Precinct Two  
Valerie Covey, Commissioner, Precinct Three  
Russ Boles, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

**RESOLUTION**

**Whereas**, September is National Preparedness Month, which serves as a reminder that we all must take action to prepare, now and throughout the year, for the types of emergencies that could affect us where we live, work, and also where we visit; and,

**Whereas**, "National Preparedness Month" creates an opportunity for the residents and businesses in Williamson County to prepare their homes, establishments, and communities for any type of emergency including natural disasters and potential terror attacks; and,

**Whereas**, this year it's even more imperative for Williamson County to recognize the need for preparedness. In the midst of this pandemic, keeping our residents informed about public health issues is paramount; and,

**Whereas**, Williamson County, along with other regional, state and national partners, support the WarnCentralTexas.org campaign to increase public readiness in preparing for emergencies and educating citizens on how to take action; and,

**Whereas**, all Williamson County residents are encouraged to develop and practice emergency plans that include a communications strategy and emergency meeting locations for our families, businesses, and communities to reduce fatalities and economic devastation; and,

**Whereas**, all Williamson County residents should prepare a three to six-day disaster kit which should contain supplies of food, water, medicine and important documents along with other essential items; and,

**Whereas**, special preparedness considerations and steps should be taken for young children, seniors, and those with access and functional needs, those with medical devices, and family pets; and,

**Whereas**, at this time, we urge all Williamson County residents to remain mindful of the dangers presented by natural and man-made disasters. Potential threats may change rapidly, therefore, it is important to stay informed and follow instructions from local officials and emergency management personnel, for together we stand ready; and,

**Therefore be it resolved**, the Williamson County Commissioners Court declares the month of September 2021 to be PREPAREDNESS MONTH in honor of those men and women who train and prepare daily for the safety and wellbeing of the residents of Williamson County, Texas, and urge the appropriate recognition whereof.

**RESOLVED THIS 31st DAY OF AUGUST 2021.**

---

**Bill Gravell**  
Williamson County Judge

**Commissioners Court - Regular Session****39.****Meeting Date:** 08/31/2021

COVID 19

**Submitted By:** Becky Pruitt, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Deliberate, discuss, consider, receive information/situational updates and take any appropriate action pertaining to the Coronavirus Disease (COVID-19).

**Background**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 11:12 AM

Started On: 08/26/2021 10:41 AM

**Commissioners Court - Regular Session****40.****Meeting Date:** 08/31/2021

Web TPA Employer Services Indigent Health Addendum

**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take any appropriate action to approve Third Amendment to Administrative Services Agreement with Web TPA Employer Services, LLC in order to support county's indigent health program operations and exempting services through December 31, 2021 from competitive bidding or proposal requirements pursuant to Tex. Loc. Gov't Code Chapter 262.2 ("public health or safety").

**Background**

The current agreement is set to expire on August 31, 2021. Extending to December 31, 2021 allows for the RFP responses to be received on September 15, 2021, reviewed and implemented.

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**Fiscal Impact**

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

Third Amendment Web TPA Employer Services

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 08:44 AM

Started On: 08/25/2021 04:38 PM



THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**THIRD  
AMENDMENT TO  
ADMINISTRATIVE SERVICES AGREEMENT  
(WebTPA Employer Services, LLC)**

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

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter “County”), a political subdivision of the State of Texas in its capacity as successor of **Clinical Services, Inc.** (hereinafter “WCCS”), a Charity Care Program Administrator that is no longer in existence, and **WebTPA Employer Services, LLC** (hereinafter “WebTPA”). County agrees to engage WebTPA as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

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

- A. Original Administrative Services Agreement dated October 1, 2010, including attached exhibits;
- B. Amendment to Administrative Services Agreement dated January 1, 2020;
- C. Second Amendment to Administrative Services Agreement dated January 12, 2021; and
- D. This Third Amendment to Administrative Services Agreement.

**II.**

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

**III.**

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

**IV.**

**Term:** This amendment will change the original Administrative Services Agreement signed by WebTPA dated October 1, 2010 as follows:

Effective January 1, 2021:

1. Section 5.1 "Term" is hereby deleted in its entirety and is replaced by the following:

This agreement shall be effective commencing on the Effective Date and terminating on **December 31, 2021**, the "Termination Date." Upon Termination Date, WebTPA shall have no further responsibilities under this Agreement, other than the Run Out Claims Administration services outlined in Exhibit B "FEES AND SERVICES."

2. The parties understand and agree that Williamson County, Texas, a political subdivision of the State of Texas replaces Clinical Services, Inc. as a successor in interest and is the correct contracting party going forward.

**V.**

In all other respects, including Exhibit B "FEES AND SERVICES" (as amended by the Amendment to Administrative Services Agreement dated January 1, 2020), the Agreement is reaffirmed.

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

WILLIAMSON COUNTY:

WebTPA:

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_, 2021

  
\_\_\_\_\_  
Authorized Signature

Date: August 16, 2021

**Commissioners Court - Regular Session****41.****Meeting Date:** 08/31/2021

Crisis Center dba Hope Alliance CARES Act Agreement

**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 Williamson County Crisis Center d/b/a Hope Alliance for reimbursement under the Coronavirus Aid, Relief and Economic Security Act (CARES Act) for expenses 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 Crisis Center d/b/a Hope Alliance as a result of COVID 19. The funding for this agreement was approved to come from CARES Funds August 10, 2021.

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**Fiscal Impact**

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

Crisis Center d/b/a Hope Alliance CARES Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 08:18 AM

Started On: 08/25/2021 05:13 PM

**WILLIAMSON COUNTY  
SOCIAL SERVICE FUNDING AGREEMENT  
WITH  
WILLIAMSON COUNTY  
CRISIS CENTER d/b/a HOPE ALLIANCE**

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 Crisis Center d/b/a Hope Alliance** (the "Agency"), with mailing address at 1011 Gattis School Rd., Suite #110, 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 One Million Dollars and 00/100 cents (\$1,000,000.00) (CARES Act Funds) to the Agency, conditioned upon Agency complying with the terms and conditions of this Agreement. The Agency estimates that \$1,000,000.00 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 \$1,000,000.00.

### 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 Crisis Center d/b/a Hope Alliance  
Attn: Executive Director  
1011 Gattis School Rd., Suite #110  
Round Rock, TX 78664

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

\_\_\_\_\_  
**William Gravell, Jr.**

ATTEST:

\_\_\_\_\_  
**Nancy Rister** , County Clerk

Date:

\_\_\_\_\_

WILLIAMSON COUNTY CRISIS CENTER D\B\A HOPE ALLIANCE

By: *Richard M. Brown*

Its: CEO

Date:

08/24/2021





# 20210824-Grant Williamson County Social Service Agreement

Final Audit Report

2021-08-24

Created:	2021-08-24
By:	Zenda Hyden (zenda.hyden@hopealliancex.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7aJOHYYPbc_fz7-ELVEFKevfmqAT1wDM

## "20210824-Grant Williamson County Social Service Agreement" History

-  Document created by Zenda Hyden (zenda.hyden@hopealliancex.org)  
2021-08-24 - 1:28:10 PM GMT- IP address: 71.41.203.30
-  Document emailed to Richard Brown (rick.brown@hopealliancex.org) for signature  
2021-08-24 - 1:28:41 PM GMT
-  Document e-signed by Richard Brown (rick.brown@hopealliancex.org)  
E-signature obtained using URL retrieved through the Adobe Sign API  
Signature Date: 2021-08-24 - 1:30:12 PM GMT - Time Source: server- IP address: 71.41.203.30
-  Agreement completed.  
2021-08-24 - 1:30:12 PM GMT



## Exhibit A

Williamson County Crisis Center d/b/a Hope Alliance  
1011 Gattis School Rd., Suite #110  
Round Rock, TX 78664  
512-255-1212  
[www.hopealliancetx.org](http://www.hopealliancetx.org)



Program	Covid-Related Units of Services (CR-UoS) Provided	\$ Avg. Cost per CR-UoS (All Types Combined)	# of CR-UoS produced from 3/1/20 to 6/30/2021 (All Types Combined)	Actual Costs of CR-UoS Produced from 3/1/20 to 6/30/2021	# of CR-UoS Projected from 7/1/2021 to 12/30/2021	Projected Costs of CR-UoS to be produced	Total CR-UoS Cost from 3/1/2020 to 12/30/2021
Non-Shelter	Service Types Hotline Assistance Online Crisis Chat Crisis Intervention Intake Hospital Accompaniment Court Accompaniment Legal Assistance Peer Support Adult Counseling Child Counseling Family Counseling Support Groups Therapeutic Group	\$ 22.68	18,533	\$ 420,379.95	7,045	\$ 159,800.18	\$ 580,180.13
Shelter	Service Types Nights of Safety Transportation Crisis Intervention Intake Hospital Accompaniment Court Accompaniment Legal Assistance Peer Support Adult Counseling Child Counseling Family Counseling Support Groups Therapeutic Group	\$ 38.89	7,851	\$ 305,355.36	2,943	\$ 114,464.51	\$ 419,819.87
Totals		\$	26,384	\$ 725,735.31	9,988	\$ 274,264.69	\$ 1,000,000.00

**Commissioners Court - Regular Session****42.****Meeting Date:** 08/31/2021

Sacred Heart Community Clinic CARES agreement

**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action approving an agreement between Williamson County and Sacred Heart Community Clinic for reimbursement under the Coronavirus Aid, Relief and Economic Security Act (CARES Act) for expenses incurred as a result of COVID-19.

**Background**

Attached is an agreement including Attachment A that outlines the expenses incurred by Sacred Heart Community Clinic as a result of COVID 19. The funding for this will be approved under the CARES/ARPA agenda item. A total of \$11,433.58 is being requested.

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**Fiscal Impact**

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

Sacred Heart Community Clinic CARES Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 09:24 AM

Started On: 08/26/2021 08:56 AM

**WILLIAMSON COUNTY  
SOCIAL SERVICE FUNDING AGREEMENT  
WITH  
SACRED HEART  
COMMUNITY CLINIC**

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 **Sacred Heart Community Clinic** (the "Agency"), with mailing address at 620 Round Rock West Dr., Round Rock, TX 78683.

**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 Eleven Thousand Four Hundred Thirty-Three and 58/100 cents (\$11,433.58) (CARES Act Funds) to the Agency, conditioned upon Agency complying with the terms and conditions of this Agreement. The Agency estimates that \$11,433.58 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 \$11,433.58.

### 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:

Sacred Heart Community Clinic  
Attn: Executive Director  
620 Round Rock West Dr.  
Round Rock, TX 78683

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

\_\_\_\_\_  
William Gravell, Jr.


ATTEST:

\_\_\_\_\_  
Nancy Rister , County Clerk

Date:

\_\_\_\_\_

SACRED HEART COMMUNITY CLINIC

By:   
Its: Liz Burton-Garçon  
Exec. Director

Date:

8/24/21

Organization	Sacred Heart Community Clinic - Exhibit A		
Purpose/ Description	Sacred Heart Clinic - Cares Act Request		
Quantity	Item Description	Total Cost	
	Dental Equipment PPE and Upgrades	\$5,367.78	
	Medical Equipment PPE and Upgrades	\$962.94	
300	Flu Vaccines	\$4,654.00	
	Telemed Services (Zoom and UPDOX Telehealth)	\$448.86	
TOTAL BUDGET REQUESTED		\$11,433.58	

**Commissioners Court - Regular Session****43.****Meeting Date:** 08/31/2021

Bluebonnet Second Addendum CARES ARPA funding

**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action approving a Second Addendum to the agreement between Williamson County and Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services for Private Psychiatric Hospital Beds for reimbursement under the Coronavirus Aid, Relief and Economic Security Act (CARES Act) and The American Rescue Plan Act (ARPA for expenses incurred as a result of COVID-19.

**Background**

This amendment addresses the additional funding approved by the Commissioners Court from both CARES and ARPA funds on August 10, 2021. Attachments A thru C outline the projects.

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**Fiscal Impact**

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

Second Addendum Bluebonnet Trails CARES ARPA funding

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 11:42 AM

Started On: 08/26/2021 11:34 AM



THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SECOND  
COUNTY ADDENDUM FOR  
INTERLOCAL AGREEMENT ON  
PRIVATE PSYCHIATRIC HOSPITAL  
BEDS NECESSARY DURING COVID-19**

**With Funding From:**

**The Coronavirus Aid, Relief and Economic Security Act (CARES) and  
The American Rescue Plan Act (ARPA) (C.F.D.A. 21.027)**

**(Bluebonnet Trails Community MHMR Center)**

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

THIS SECOND ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services** (hereinafter "BTCS"), a political subdivision of the State of Texas, acting herein by and through its governing body. The County agrees to engage BTCS as an independent contractor, to assist in providing certain operational services pursuant to the following additional terms, conditions, and restrictions:

**I.**

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

- A. Original Agreement approved by Williamson County Commissioners Court on August 4, 2020 (agenda #63), including attachment(s);

- B. Addendum approved by Williamson County Commissioners Court on December 15, 2020 (agenda #19); and
- C. This Second Addendum.

## II.

**Approval of Additional Mental Health Projects:** The following additional mental health projects are deemed to be in the public interest for local residents and incorporated into this Agreement and with the following additional available funding designated as set forth below:

- A) BTCS Facility Remodel and Juvenile Respite Care Center (16 bed) with an additional \$1,800,00.00 from the Coronavirus Aid, Relief and Economic Security Act (CARES) for costs incurred through December 31, 2021 as set forth in Attachment A, which is incorporated herein as if copied in full;
- B) BTCS Juvenile Respite Care Center Operational Funding with \$2,345,440 in calendar year 2022 and \$4,000,400 in calendar year 2023 for a total of \$6,345,840.00 from the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027) for costs incurred through December 31, 2024 as set forth in Attachment A, which is incorporated herein as if copied in full;
- C) Specialized Juvenile Psychiatric Wing for Acute Care (24 bed) with \$3,000,000.00 for facility costs from the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027) for costs incurred through December 31, 2024 as set forth in Attachment B, which is incorporated herein as if copied in full; and
- D) BTCS Specialized Juvenile Psychiatric Wing for Acute Care Operational Funding with \$500,000.00 in calendar year 2021, \$500,000.00 in calendar year 2022, and \$500,000.00 in calendar year 2023 for a total of \$1,500,000.00 from the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027) for costs incurred through December 31, 2024 as set forth in Attachment C, which is incorporated herein as if copied in full.

## III.

**Attachments “A,” “B,” and “C” Allowable Expenses:** This amendment will change the allowable expenses set forth on Attachments “A,” “B,” and “C” to add and cover allowed additional costs with a revised total not-to-exceed amount of eleven million sixty nine thousand nine hundred sixty five dollars (\$11,069,965.00).

## IV.

### **Additional Requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions Compliance Related to the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027):**

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded

funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



V.

In all other respects, the Interlocal Agreement is reaffirmed.

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

WILLIAMSON COUNTY:

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_, 2021

BTCS:



Andrea Richardson, Executive Director

\_\_\_\_\_  
Authorized Signature

Date: August 25, 2021

## Attachment A

### RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES: REMODEL AND OPERATONAL FUNDING FOR JUVENILE CRISIS RESPITE CENTER

This Attachment is entered into between Bluebonnet Trails Community Mental Health and Mental Retardation Center d/b/a Bluebonnet Trails Community Services (BTCS) and Williamson County (County) for the renovation of a 16-bed children's crisis respite program to be located in Round Rock, Texas for the provision of crisis respite for families for children and adolescents admitted by Williamson County Family Courts, Child Protective Services and healthcare providers or law enforcement agencies.

This Attachment addresses Paragraph II. Approval of Additional Mental Health Projects, Sections A. and B., as follows:

BTCS Facility Remodel and Juvenile Respite Care Center (16 bed) with an additional \$1,800,00.00 from the Coronavirus Aid, Relief and Economic Security Act (CARES) for costs incurred through December 31, 2021; and

BTCS Juvenile Respite Care Center Operational Funding with \$2,345,440 in calendar year 2022 and \$4,000,400 in calendar year 2023 for a total of \$6,345,840.00 from the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027) for costs incurred through December 31, 2024.

#### **I. SCOPE OF SERVICES**

- A.** BTCS will renovate 5,500 square feet within the BTCS facility located at 1009 N. Georgetown Street, Round Rock, Texas 78664. The total cost of the renovation accommodating the therapeutic setting for children and adolescents will not exceed \$1.8M, for renovation to be completed by December 31, 2021.
- B.** BTCS will collaborate with the Williamson County Behavioral Task Force in designing the admission criteria and curricula serving the needs of the designated population including therapies, medications and education and discharge planning ensuring a seamless episode of care, maximizing the use of available resources and plan for the successful return of the individual to their home community and school.
- C.** BTCS will uphold the intent of the Emergency Order GA-8 to isolate and contain the COVID-19 virus in all counties in Texas by using appropriate precautions including, but not limited to, wearing personal protective equipment to safely serve during the pandemic.
- D.** BTCS will provide written reports to the County accounting for the beds supporting admissions from Williamson County. These reports will be included with the monthly invoice to the County.
- E.** If requested by County,
  - 1. BTCS will ensure access to psychiatric services; either in house, or by referral relationship. Services will be provided in person and/or via tele-video by BTCS providers.
  - 2. BTCS will maintain, provide a copy of, and inform the County within five (5)

business days of any changes to all certifications, licensure, or registrations required by law.

3. BTCS will maintain general and professional liability insurance in the minimum amount of one million dollars (\$1,000,000) for each occurrence.

## **II. PAYMENT FOR SERVICES**

BTCS will submit billing statements on a monthly basis for Services provided to County by the fifteenth (15<sup>th</sup>) working day following the end of the month services were rendered. BTCS will invoice the County only for therapeutic services accounted for by bed days used by Williamson County children and adolescents or others admitted by the partnering courts, social services, CPS and law enforcement agencies. BTCS will invoice the County only for those bed days attributed to persons admitted by Williamson County healthcare providers and law enforcement agencies. The County shall pay BTCS for Services provided and verified pursuant to this Contract at the rates identified below and billed according to the terms of this Contract:

<b>Service</b>	<b>Rate</b>
<b>Renovation Supporting Juvenile Crisis Respite Program</b>	Not to exceed: \$1,800,000 by December 31, 2021
<b>Staffing and Operation of Juvenile Crisis Respite Program</b>	Not to exceed: \$2,345,440 in calendar year 2022 and \$4,000,400 in calendar year 2023

## Attachment B

### RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES:

#### REMODEL FOR JUVENILE PSYCHIATRIC WING FOR ACUTE CARE

#### AT PROVIDER HOSPITAL

This Attachment is entered into between Bluebonnet Trails Community Mental Health and Mental Retardation Center d/b/a Bluebonnet Trails Community Services (BTCS) and Williamson County (County) for the purpose of establishing a fiscal agency for the remodeling of the existing provider facility serving children, adolescents and adults. For the purposes of this agreement, a juvenile wing will be remodeled and expanded allowing for 24 additional beds.

This Attachment addresses Paragraph II. Approval of Additional Mental Health Projects, Section C., as follows:

Juvenile Psychiatric Wing for Acute Care (24 bed) with \$3,000,000.00 for facility costs from the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027) for costs incurred through December 31, 2024.

### **I. SCOPE OF SERVICES**

- A. BTCS will perform as fiscal agent for the purpose of renovating the existing property, which is a psychiatric hospital located at 700 SE Inner Loop, Georgetown, Texas 78626 per the specifications approved by County.
- B. BTCS will enter into an agreement with third-party provider to ensure:
  - 1. Provider will maintain, provide a copy of, and inform BTCS within five (5) business days of any changes to all certifications, licensure, or registrations required by law;
  - 2. Provider will maintain general liability insurance in the minimum amount of one million dollars (\$1,000,000) for each occurrence;
  - 3. Provider will uphold the intent of the Emergency Order GA-8 to isolate and contain the COVID-19 virus in all counties in Texas by using appropriate precautions including, but not limited to, wearing personal protective equipment to safely serve during the pandemic;
  - 4. Invoices pertaining to the cost of the remodel will be received by the 10<sup>th</sup> of each month following the month of construction; and
  - 5. Provider will provide written status reports addressing content requested by Williamson County to BTCS with the monthly invoices.
- C. BTCS will provide the invoices and written reports to County for payment by the 15<sup>th</sup> of each month.
- D. BTCS will provide payment received by County to Provider within 4 days of receipt of payment via direct deposit into the designated Provider account.

### **II. PAYMENT FOR SERVICES**

BTCS will submit billing statements received from Provider on a monthly basis to County for actual costs for the work described within this Attachment by the fifteenth (15<sup>th</sup>) working day following the end of the month services were rendered. The County shall pay BTCS for

remodeling services provided and verified pursuant to this Contract. BTCS will directly deposit the full payment received by County into account designated by Provider.

Service	Rate
Remodel Supporting 24 Juvenile Acute Care Beds	Not to exceed: \$3,000,000 by December 31, 2024

## Attachment C

### RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES:

#### FUNDING FOR JUVENILE PSYCHIATRIC WING BEDS FOR ACUTE CARE

This Attachment is entered into between Bluebonnet Trails Community Mental Health and Mental Retardation Center d/b/a Bluebonnet Trails Community Services (BTCS) and Williamson County (County) for beds purchased at Provider, a behavioral health hospital remodeled to provide specialized acute care beds for juveniles.

This Attachment addresses Paragraph II. Approval of Additional Mental Health Projects, Section D., as follows:

BTCS Specialized Juvenile Psychiatric Wing for Acute Care Operational Funding with \$500,000.00 in calendar year 2021, \$500,000.00 in calendar year 2022, and \$500,000.00 in calendar year 2023 for a total of \$1,500,000.00 from the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027) for costs incurred through December 31, 2024.

#### **I. SCOPE OF SERVICES**

- A.** BTCS will enter into a contract with Provider for the purpose of purchasing specialized acute care beds for juveniles.
  - 1. The rate will be reflective of the cost charged by Provider.
  - 2. Provider will ensure access to psychiatric services; either in house, or by referral relationship. Services will be provided in person and/or via televideo.
  - 3. Provider will maintain, provide a copy of, and inform BTCS, who will inform the County, within five (5) business days of any changes to all certifications, licensure, or registrations required by law.
  - 4. Provider will maintain general and professional liability insurance in the minimum amount of one million dollars (\$1,000,000) for each occurrence.
  - 5. Provider will invoice BTCS by the 10<sup>th</sup> day of each month for the beds purchased during the previous month.
- B.** BTCS will coordinate with Provider to secure a private psychiatric hospital bed for Williamson County juveniles at the negotiated bed day rate, the rate established in the contract between BTCS and the admitting private psychiatric hospital.
- C.** BTCS will collaborate with Provider on the discharge plan to ensure seamless episode of care, maximize the use of available resources and plan for the successful return of the individual to their home community.
- D.** BTCS and Provider will uphold the intent of the Emergency Order GA-8 to isolate and contain the COVID-19 virus in all counties in Texas by using appropriate precautions including, but not limited to, wearing personal protective equipment to safely serve during the pandemic.
- E.** BTCS will provide written reports to the County accounting for the beds supporting admissions of juveniles from Williamson County. These reports will be included with the monthly invoice to the County.



## II. PAYMENT FOR SERVICES

BTCS will submit billing statements on a monthly basis to County for beds purchased by the fifteenth(15<sup>th</sup>) working day following the end of the month services were rendered. BTCS will invoice the County only for bed days purchased on the specialized acute care wing that for which no other funding stream is available. BTCS will invoice the County only for those bed days attributed to juveniles admitted by Williamson County healthcare providers, CPS justice agencies and law enforcement agencies. The County shall pay BTCS for bed days provided and verified pursuant to this Contract at the rates identified below and billed according to the terms of this Contract:

Service	Rate
<b>Cost per Bed Day on Specialized Acute Care Psychiatric Wing for Juveniles</b>	At cost: Per Contract Agreement - TBD
<b>Bed Day Costs Not to Exceed</b>	\$500,000.00 in calendar year 2021; \$500,000.00 in calendar year 2022; and \$500,000.00 in calendar year 2023; for a total of \$1,500,000.00 costs incurred through December 31, 2024

**Commissioners Court - Regular Session****44.****Meeting Date:** 08/31/2021

Bluebonnet Specialty Programs First Amended Agreement

**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action approving a First Amended Agreement between Williamson County and Bluebonnet Trails Community Services for Specialty Programs.

**Background**

Attached is a First Amended Agreement with Bluebonnet Trails Community Services for Specialty Programs. This Amendment addresses the addition of the 23 Hour Observation and Law Enforcement Triage Program. This is specifically Attachment C to the agreement. There are no funds associated with this agreement.

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**Fiscal Impact**

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

First Amended Bluebonnet Specialty Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 11:11 AM

Started On: 08/26/2021 09:31 AM

**FIRST AMENDED  
WILLIAMSON COUNTY  
CRISIS SERVICES  
INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT (Agreement) for Crisis Services is made and entered into by and between WILLIAMSON COUNTY, TEXAS (County) and BLUEBONNET TRAILS COMMUNITY MHMR CENTER d/b/a BLUEBONNET TRAILS COMMUNITY SERVICES (BTCS) which are political subdivisions of the State of Texas ("the Parties").

**WITNESSETH:**

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, the State of Texas has contracted with Local Mental Health Authorities to ensure provision of emergency mental health services throughout the 254 counties in Texas; and,

WHEREAS, BTCS is the Local Mental Health Authority for Williamson County and is responsible for ensuring access to needed behavioral health services for the citizens of Williamson County; and,

WHEREAS, the County has created a Mobile Outreach Team (MOT) under the direction of Williamson County Emergency Services to also provide behavioral health crisis services for the citizens of Williamson County; and,

WHEREAS, the County, under the direction of Williamson County Emergency Services, provides assistance through 911 Dispatch addressing the emergent and urgent needs of callers through a collaborative response; and

WHEREAS, the above-mentioned crisis responsibilities of BTCS and the County MOT have resulted in agreement on certain areas, including providing behavioral health crisis services 24 hours a day in Williamson County; and,

WHEREAS, collaboration between Williamson County Emergency Services, Williamson County Sheriff's Office and BTCS will support the needs of persons accessing 911 Dispatch in order to resolve a mental health crisis; and

WHEREAS, the purpose for this agreement is to address coordination of crisis services in the community and conforms to The Health Insurance Portability and Accountability Act of 1996 (HIPAA) to do so; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained,

the Parties agree as follows:

1. TERM OF AGREEMENT

This Agreement shall be effective April 1, 2021 shall continue thereafter in force until December 31, 2021, unless terminated prior to such time in accordance with the termination provision set out herein (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for additional terms of One (1) Year each ("Renewal Terms") beginning on October 1<sup>st</sup> of each year, unless either party terminates this Agreement prior to the expiration of the then existing Initial Term or Renewal Term in accordance with the terms hereof.

2. RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

The responsibilities, agreements and obligations of the Parties are outlined in Attachments A, B, and C, which are incorporated herein as if copied in full and made a part of this Agreement.

3. CONSIDERATION

The Parties agrees this Agreement is supported by adequate and valuable consideration; to wit: the mutual benefits received by the Parties from cooperating with one another and providing 24-hour mobile behavioral health services in Williamson County in the interest of the public health and safety of local communities.

4. TERMINATION

A Party to this Agreement has the right to terminate this Agreement by providing written notice to the other Party no less than ninety (90) days prior to the effective date of termination, after satisfying any liabilities (if any) of the withdrawing Party as stated herein.

5. EFFECT ON PRIOR AGREEMENTS

The Parties hereby agree that, upon the commencement of this Agreement, the current and existing Williamson County Mobile Crisis Services Interlocal Agreement between the Parties, being dated effective October 5, 2018 (the "Current Agreement") and any amendments thereto, shall be terminated and supplanted by this Agreement.

6. MISCELLANEOUS

- A. **SEVERABILITY.** The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
- B. **CONFIDENTIALITY OF INFORMATION.** Williamson County and BTCS will maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records, and information, which discloses information about the identity of any person served, in accordance with applicable federal and state law.
- C. **BUSINESS ASSOCIATE PROVISIONS.** If Williamson County or BTCS receives any individually identifiable health information ("Protected Health Information" or "PHI"), from the other's agents, authorized personnel, employees, representatives and/or staff members of each party,

or creates or receives any PHI on behalf of either Party, each Party shall maintain the security and confidentiality of such PHI as required of each Party by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Without limiting the foregoing:

- Use of PHI. Both Parties shall not use PHI otherwise than as expressly permitted by this agreement, or as required by law. However, both Parties may use PHI for purposes of managing its internal business processes relating to its functions under this agreement.
- Disclosure of PHI. Both Parties shall not disclose PHI to any other person (other than members of Williamson County's Mobile Outreach Team (MOT), Williamson County Emergency Operations workforce or BTCS workforce), except as approved by each Party in writing. Any such disclosure shall be made only upon written agreement between Williamson County and BTCS, stating that both Parties are bound by the provisions of this section. Both Parties shall not disclose PHI to any member outside of its workforce unless they have advised such person of the Parties obligations under this section, and of the consequences for such person and for the party violating them. Either Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.
- Safeguards. Both Parties shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this agreement. Both Parties shall provide the other with such information concerning such safeguards as either Party may from time to time request, and shall, upon reasonable request, give either Party access for inspection and copying to either Parties facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining either Parties compliance with this agreement.
- Accounting/Reporting of Disclosures. Both Parties shall maintain a record of all disclosures of PHI made otherwise than the purposes of this agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Either Party shall make such record available to the other Party on request. Both Parties shall report to the other Party any unauthorized use or disclosure of PHI by the Party or its workforce, and the remedial action taken or purposed to be taken with respect to such use or disclosure.
- Disclosure to U.S. Department of Health and Human Services. If either Party is required by law to obtain the following undertaking from the other Party, that Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from either Party available to the Subscriber and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.
- Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this agreement in such manner as either Party determines necessary to comply with such law or regulation. If either Party disagrees with any such amendment, it shall so notify the other Party in writing within thirty (30) days of notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this agreement on written notice to the other.

- Breach. If either Party breaches its obligations under this section, the other Party may, at its option, exercise any of its rights of access and inspection under the above paragraph in this section regarding "Safeguards"; require either Party to submit to a plan of monitoring and reporting, as either Party may determine necessary to maintain compliance with this agreement, and such a plan shall become part of this agreement; terminate this agreement, with or without an opportunity to cure the breach. When appropriate, notification to the applicable licensure board will be made.

- Procedure upon Termination. Upon termination of this agreement both Parties shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

D. **INSURANCE.** Each Party will be responsible for insuring or self-insuring its own officers and employees.

E. **CHOICE OF LAW.** This Agreement shall be performable in Williamson County, Texas.

F. **AMENDMENT.** This Agreement may be amended if agreed upon by the Parties and approved by the governing body of each Party. The Parties agree to review this Agreement at least annually and before each annual budget period.

G. **ASSIGNMENT.** Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between County and BTCS will be honored under this Agreement.

H. **NO PERSONAL BENEFIT.** No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

I. **NOTICE.** Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY:  
c/o COUNTY JUDGE  
710 MAIN STREET  
GEORGETOWN, TX 78626



BLUEBONNET TRAILS COMMUNITY SERVICES:  
c/o EXECUTIVE DIRECTOR  
1009 NORTH GEORGETOWN STREET  
ROUND ROCK, TX 78664

Address for notice may be changed at any time by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

- J. PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.
- K. ATTORNEY FEES. In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the non-prevailing Party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.
- L. GOVERNMENTAL IMMUNITY. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.
- M. COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations and lawful orders of any public authority with jurisdiction.
- N. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this Agreement effective as of the last party's execution below.

**WILLIAMSON COUNTY, TEXAS**


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

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

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

Date: \_\_\_\_\_, 20\_\_\_\_

**BLUEBONNET TRAILS COMMUNITY SERVICES**

By: 

Printed Name: Andrea Richardson

Title: Executive Director

Date: August 25, 20 21

# Attachment A

## CRISIS SERVICES:

### RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

1. County 9-1-1 Dispatch will deploy County MOT to provide mobile crisis services Monday through Saturday from 8:00 AM- 8:00 PM unless the caller is a person in services with BTCS. [Refer to Attachment B]
2. In an effort to ensure continuity of care, if during the hours noted in 1, above, the caller is identified as a person in services with BTCS, BTCS mobile crisis services will be deployed. [Refer to Attachment B]
3. In addition to 2., above, BTCS will provide mobile crisis services from Monday through Saturday from 8:00 PM – 8:00 AM, and on Sundays for 24 hours until 8:00 AM on the following Monday.
4. BTCS will be contacted by first responders through the 24-hour crisis hotline at 800-841-1255, through the BTCS mobile crisis Red Phone (512) 701-1982 and through 911 Dispatch. [Refer to Attachment B]
5. BTCS will continue to provide behavioral health services at the County Jail and in Williamson County hospitals 24 hours per day.
6. Both Parties are responsible for data collection for their hours of crisis service, necessary for behavioral health system operations and improvements. The purpose of the data collection is to inform the Commissioners Court and respective leadership of progress and trends related to crisis service delivery in Williamson County.
7. Both Parties agree to participate in scheduled discussions with each other and representatives of departments and agencies involved in the crisis services system to review the status and report performance metrics captured as a result of this Agreement in order to ultimately achieve the intent and spirit set out herein. The performance metrics can be modified as needed by agreement with both Parties.
8. Each Party shall provide the other Party with access to a central electronic mailbox and/or folder into which each Party may be able to transmit and/or share appropriately encrypted assessment and service documentation, necessary for continuity of care, as allowed under HIPAA.
9. As defined in their state contract, BTCS will continue to make available to all persons in the community a crisis hotline (800-841-1255) for 24-hour assistance.
10. A key component to the success of meeting performance goals is to educate law enforcement and other stakeholders of the responsibilities identified within Paragraphs 1-5, above. Both parties will work collaboratively on this education effort.

## Attachment B

### 911 DISPATCH – CRISIS CALL DIVERSION: RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

In an effort to de-escalate mental health-related calls to Williamson County 911 Dispatch for the purpose of a timely response; meaningful diversion from deployment of law enforcement and other emergency services; and connection/referral to appropriate care:

1. Williamson County Emergency Services, Williamson County Sheriff's Office and BTCS will design a workflow allowing for 911 Dispatch to access a dedicated BTCS qualified mental health professional (QMHP) to respond to callers indicating a mental health need.
2. Williamson County Sheriff's Office will conduct background checks with fingerprints on potential QMHP applicants to determine if they meet criteria for unescorted badge access into the Williamson County Emergency Operations Center (EOC). The QMHP applicant selected will not be able to access systems or access information derived from Criminal Justice Information Services (CJIS) for their use. QMHP will sign an FBI Security Addendum and take the CJIS Security Awareness Training.
3. BTCS will provide an employee maintaining the credentials as a licensed professional of the healing arts (LPHA) to this partnership with Williamson County Emergency Services at Dispatch for consultation and clinical support to the QMHP.
4. Williamson County Emergency Services and BTCS will:
  - a. Develop qualifying questions prompting transfer of a call from 911 Dispatch to the BTCS QMHP.
  - b. Identify, collect and report outcome data to understand the impact of the BTCS QMHP at 911 Dispatch as well assess opportunities to fine-tune the workflow and outcome measurement over time.
  - c. Partner on training for 911 Dispatch and BTCS staff.
  - d. Seek to continually improve the process through collaboration and modification.
  - e. Adhere to respective standards, rules and guidelines under which Williamson County Emergency Services and BTCS are individually and collectively obliged.

## Attachment C

### RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES: 23-HOUR OBSERVATION AND LAW ENFORCEMENT TRIAGE PROGRAM

This Attachment is entered into between Bluebonnet Trails Community Mental Health and Mental Retardation Center d/b/a Bluebonnet Trails Community Services (BTCS) and Williamson County (County) to establish a therapeutic acute care program within an existing facility owned by Williamson County in Georgetown, Texas. The program demonstrates a local partnership between the Williamson County Sheriff's Office, BTCS and partnering Williamson County law enforcement agencies. The purpose of this program, available 24/7 to law enforcement, is to divert persons from unnecessary stays in local emergency rooms while BTCS coordinates an appropriate level of care for adults experiencing acute psychiatric crises thereby allowing law enforcement to expeditiously return to duty in the community. Williamson County supports this effort by co-locating Williamson County Crisis Intervention Team in the building housing the program.

#### **I. SCOPE OF SERVICES**

- A. BTCS will establish the 23-Hour Observation and Triage Program in the Lott Building within 3,000 square feet of the Williamson County-owned facility located at 107 Holly Street, Georgetown, Texas 78626. The renovation accommodating the 23-Hour Observation and Triage Center supporting law enforcement officers is made possible through Williamson County CARES Act funding.
- B. BTCS will collaborate with the Williamson County Sheriff's Office in designing the admission criteria and curricula serving the needs of the designated population including therapies, medications and education and discharge planning ensuring a seamless episode of care, maximizing the use of available resources and plan for the successful return of the individual to their home community and school.
- C. BTCS will coordinate planning with all Williamson County Law Enforcement Agencies accessing the facility, as defined by the admission criteria, in I.B.
- D. BTCS will uphold the intent of the Emergency Order GA-8 to isolate and contain the COVID-19 virus in all counties in Texas by using appropriate precautions including, but not limited to, wearing personal protective equipment to safely serve during the pandemic.
- E. BTCS will provide written reports to the County accounting for the beds supporting admissions, by law enforcement agency. These reports will be provided at a frequency requested by the County and participating law enforcement agencies. Operational procedures and outcomes demonstrated through this program will be shared during the Williamson County Law Enforcement Committee discussions.
- F. If requested by County,
  - 1. BTCS will ensure access to psychiatric services and medications; either in house, or by contractual relationship.
  - 2. Services will be provided in person and/or via tele-video by BTCS providers.
  - 3. BTCS will maintain, provide a copy of, and inform the County within five (5) business days of any changes to all certifications, licensure, or registrations required by law.

4. BTCS will maintain general and professional liability insurance in the minimum amount of onemillion dollars (\$1,000,000) for each occurrence.

## **II. PAYMENT FOR SERVICES**

BTCS is accountable for the ongoing staffing costs of this facility. The County will assume the ongoing costs for utilities and maintenance of the space dedicated to the 23-Hour Observation and Law Enforcement Triage Program:

<b>Service</b>	<b>Rate</b>
<b>Utilities and Maintenance of 23-Hour Observation and Triage Program Space</b>	At no cost to BTCS: Ongoing through the County
<b>Staffing and Operation of 23-Hour Observation and Triage Program</b>	At no cost to County: Ongoing through BTCS

**Commissioners Court - Regular Session****45.****Meeting Date:** 08/31/2021

District Clerk Archive Plan

**Submitted For:** Lisa David**Submitted By:** Lisa David, District Clerk**Department:** District Clerk**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing advertising and setting date for public hearing on the 2021-2022 District Clerk Record Archive Fund (0387) Plan for September 14, 2021 at 10:15 AM.

**Background**

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**Fiscal Impact**

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

archive plan2021

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Lisa David

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 11:11 AM

Started On: 08/26/2021 10:24 AM



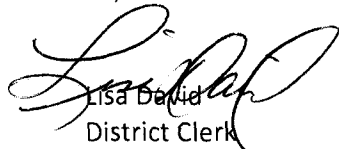
County Judge Bill Gravell  
Commissioner Terry Cook  
Commissioner Cynthia Long  
Commissioner Valerie Covey  
Commissioner Russ Boles

Greetings:

I have attached the Williamson County District Clerk Archive Plan. This plan is very short and includes information relating to SB41 that now states the District Clerk does not have to submit Archive Plan after January 2021. The effective date is January 1, 2021 but in order for the District Clerk to continue to collect the fee through December 31, 2021 the Commissioner's Court must approve the plan.

Due to a very challenging year with the Global Pandemic and remodel of the District Clerk's office, I am not preparing for any outside vendor projects. Therefore, I am not asking for any monies from this fund to be used FY21/22.

I respectfully asked that this plan be approved for the continued collection of the fee through December 31, 2021.

A handwritten signature in black ink, appearing to read "Lisa David", is written over the printed name and title.

Lisa David  
District Clerk  
Williamson County, Texas

DISTRICT CLERK  
ARCHIVE PLAN

For Preservation and Restoration of  
Archived Records

FY 2021/2022

Lisa David  
District Clerk  
Williamson County, Texas

Williamson County  
District Clerk Archive Plan FY 21/22

Summary:

The vast majority of the historical permanent records in the District Clerk's office are paper. The records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear. These documents are of historical value and ordered to be kept through preservation and archiving as the records cannot be destroyed.

The District Clerk is currently authorized to collect a records management fee of \$10.00. The fees is a dedicated fund for the use of preserving and managing District Clerk records.

The 81<sup>st</sup> Texas Legislature passed SB1685 that provides for the District Clerk a fee of \$5.00 for specific suits in the County and District Court.

The 83<sup>rd</sup> Texas Legislature passed HB1513 which authorized a fee not to exceed \$10.00 for certain types of filings effective September 1, 2013. The 86<sup>th</sup> Texas Legislature then passed SB 658 making the \$10.00 maximum a permanent figure.

The 87<sup>th</sup> Texas Legislature has now passed SB41 that has consolidated the court costs and allows the District Clerk to continue collecting without the need of approval from the Commissioner's Court. The start date for SB41 is January 1, 2022 for the consolidated court costs. In order for the District Clerk to access the fee through December 2021, the Commissioner's Court must approve the Archive Fee of \$10.00. This plan is presented to approve a 3 month period for the fund to be collected.

As of January 1, 2022 per SB41, the District Clerk will not be required to present the Archive Plan for approval as the funds will be collected by code with the consolidated Court Costs.

#### Future Projects for 2021/2022

At this time, I as the District Clerk will not be preparing for any major projects that would require using dollars from this fund during the FY21/22. The Global Pandemic and remodel of the District Clerk's office has been a mass undertaking by my staff. In order to go forward with any large project for the purpose of archiving with outside vendors is not possible. The District Clerk staff continues to do in house scanning and quality control for the records that are on property in storage within the Justice Center. This is done when time permits.

It is best to let the fund increase in order to do a mass clean up of stored files in the basement and warehouse in the next budget year FY22/23.

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Lisa David, District Clerk, Williamson County, Texas

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Date

---

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

---

Date

## Commissioners Court - Regular Session

47.

**Meeting Date:** 08/31/2021

delegations and authorities between Commissioners Court and WCCF

**Submitted For:** Gary Boyd

**Submitted By:** Gary Boyd, Parks

**Department:** Parks

**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Discuss, consider and take appropriate action on hierarchy of actions/protocol on Williamson County Conservation Foundation activities related to Commissioners Court.

#### Background

In January 2012 Williamson County Commissioners Court (the "Court") acted to establish a hierarchy of actions and a protocol for various activities of the Williamson County Conservation Foundation (WCCF). This requested action is to restate and renew the protocol.

The 2012 agreement established a hierarchy for items needed for Court approval, items to come to Court for ratification/affirmation or acknowledgement, and items that are advisory or for reporting. The singular nature of the WCCF, as a County established 501(c)3 corporation to manage the County's Regional Habitat Conservation Plan (the "Plan") and administer the County's 10(a) Incidental Take Permit

TE-181840-1 (originally dated October 21, 2008 and amended August 30, 2013, hereinafter the "Permit") as issued by the US Fish and Wildlife Service, warrants the need for this agreement.

At its August 25, 2021 meeting the WCCF Board voted to submit this renewed agreement.

Items for Court action and approval:

- Yearly tax benefit enrollment (as outlined in the Plan) for taxable properties participating under the Plan.
- Participation by the County (especially by the Road Bond Program) under the Plan.
- Participation agreements under the Plan by third parties requiring holding of real estate by the County; e.g., land in lieu of cash participation fees.
- Use of County funds for WCCF purposes; e.g., payments to third parties for conservation credits.
- Funding of directed research or formal response(s) to State or Federal regulatory proposals or conservation findings. May be directed action by the Court or a request for assistance or support from WCCF.
- Special activities; e.g., items not covered by this agreement or falling outside the general guidelines of this agreement.

Items for Court acceptance (affirmation):

- New appointments to the WCCF Board.
- Purchase of assets to be held by County in trust for and on behalf of the WCCF with such expenditures out of WCCF designated funds.
- Application for and acceptance of grants related to the mission of the WCCF with funding

(e.g., matching funds) out of WCCF corpus.

Items for acknowledgement and, from time to time, reports on WCCF activities to the Court:

- Election of Board officers and minor changes to WCCF bylaws.
- Studies, research, outreach and similar activities for WCCF mission related activities.
- Expenditures out of WCCF funds on behalf of and benefiting the County related to listing or potential listing of a species or related to a change in conservation measures.
- General reports on WCCF activities.

In general, the WCCF follows the policies and procedures of County departments as related to budget, employees and Human Resources, travel policies, auditors and treasury, and interrelations with all other County departments and those activities are considered outside the purview of this agreement.

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#### Fiscal Impact

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

*No file(s) attached.*

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#### Form Review

**Inbox**

County Judge Exec Asst.

Form Started By: Gary Boyd

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 08:13 AM

Started On: 08/16/2021 09:45 AM

**Commissioners Court - Regular Session****48.****Meeting Date:** 08/31/2021

Pearson Educ Photo Agreement

**Submitted By:** Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take any appropriate action regarding approval of an agreement with Pearson Education, Inc. and authorize photos of the Williamson County EMS for use in a paramedic textbook and promote public health and safety education.

**Background**

This agreement would allow the use of photos of Williamson County EMS paramedics in a paramedic textbook produced by Pearson Education, Inc.

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**Fiscal Impact**

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

Agreement

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**Form Review****Inbox**

Hal Hawes

**Reviewed By**

Hal Hawes

**Date**

08/20/2021 10:37 AM

County Judge Exec Asst.

Becky Pruitt

08/20/2021 01:57 PM

Form Started By: Michael Knipstein

Started On: 08/20/2021 10:16 AM

Final Approval Date: 08/20/2021



## CONTRIBUTOR AGREEMENT

**AN AGREEMENT**, dated as of June 22, 2021, between **PEARSON EDUCATION, INC.** ("Publisher") a Delaware corporation, with offices at 221 River St, Hoboken, NJ 07030, and Williamson County, Texas ("Contributor" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body.

1. Subject to the terms and conditions set forth in this Agreement, Contributor hereby agrees to prepare the materials described in Exhibit A annexed to this Agreement ("Materials") for inclusion in one or more products prepared by or on behalf of Publisher (and any revisions, new editions or other versions thereof) (the "Works"). Exhibit A is hereby incorporated herein.

2. Contributor shall perform all services (the "Services") necessary to deliver to Publisher (or such other such person designated by Publisher) on or before the applicable delivery dates set forth on Exhibit A annexed hereto the complete and final Materials in length, style, content and form satisfactory to Publisher, in its editorial and marketing judgment. Contributor agrees to reasonably cooperate with Publisher in developing and completing satisfactory marketable Works by revising the Materials as requested by Publisher. Publisher shall have no obligation to publish any of the Materials, in any of the Works or otherwise. Time is of the essence in connection with the delivery of the Materials.

3. In full consideration for all Services rendered and Materials provided by Contributor hereunder and for all rights granted or relinquished by Contributor, Publisher will pay Contributor the total fee, and in accordance with the payment schedule (if any), set forth in Exhibit A, upon Publisher's receipt and acceptance, in Publisher's editorial and marketing judgment, of the Materials.

4. Publisher shall own all rights, title and interest, throughout the world, in and to the Materials and all additions to, deletions from, alterations of, or revisions in, and each part of the Materials, and all other materials developed or furnished by Contributor hereunder (collectively, for purposes of the Agreement, the "Deliverables"). Without limiting the foregoing, Contributor hereby acknowledges that Contributor's work and services hereunder and all results thereof, including the Deliverables (collectively, the "Properties"), have been specially ordered or commissioned by Publisher for one or more of the purposes specified in the Copyright Act, 17 U.S.C. §§ 101 *et seq.* In the event any or all of the Properties are deemed not to be a "work made for hire," Contributor hereby irrevocably grants, assigns, transfers, releases and conveys to Publisher, in perpetuity and from the moment of creation of the applicable Properties, all right, title and interest in and to the Properties, as well as all intellectual property rights embodied in or pertaining to any of the foregoing, and the sole and complete right to reproduce, copy, publish, modify, customize, prepare derivative works of, exploit and/or otherwise use the Properties in perpetuity, throughout the world, in any and all languages, and in any and all formats and media, now known or hereafter created, alone or combined with other Publisher or third-party materials. Publisher shall be considered the author of the Properties for purposes of copyright, and Publisher shall have the sole and exclusive right to copyright the same which Publisher may do in its name, its trade name or the name of its nominee(s). Contributor shall have no ownership rights of any kind whatsoever with respect to the Properties. Contributor agrees to perform all lawful acts and to execute such further instruments as Publisher may request to evidence, establish, maintain or protect its rights in and ownership of the Properties. If Contributor refuses or fails to perform such acts or execute such instruments, Publisher may do so as Contributor's attorney-in-fact for such purpose. Contributor hereby waives, in favor of the Publisher, its successors, assigns and licensees, any and all claims that Contributor may now or hereafter have in any jurisdiction to so-called "moral rights" with respect to the results of Contributor's work and services hereunder (including, without limitation, the Properties).

5. The production of any still pictures, motion pictures, videotapes, photographs and sound recordings of Williamson County property or personnel that would be considered to be obscene pursuant to state and/or federal laws or any use of still pictures, motion pictures, videotapes, photographs and sound recordings of Williamson County property or personnel that would be defamatory to Williamson County shall be prohibited. In the event Publisher should use the still pictures, motion pictures, videotapes, photographs and sound recordings of Williamson County property or personnel for such purposes, such use

shall be deemed a material breach of this Agreement and Williamson County may avail itself of any remedies allowed at law or in equity.

6. Contributor is an independent contractor and shall be solely responsible for any expenses, unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments which may be required by federal, state or local law with respect to any sums paid Contributor hereunder. Contributor is not an employee of Publisher and shall not be entitled to participate in any benefit programs or plans of Publisher. Contributor shall not represent itself as a partner, joint venturer, agent, employee, franchisee, or representative of Publisher.

7. Publisher shall have the right to terminate this Agreement if Contributor fails to deliver any of the completed Materials by the delivery date(s) specified in this Agreement or if Publisher determines, in its editorial and marketing judgment, that the Materials are not satisfactory. In such event, Contributor shall immediately repay to Publisher sums paid Contributor under this Agreement, if any. In addition, Publisher may terminate this Agreement without cause at any time upon two (2) weeks prior written notice, in which event Publisher will pay Contributor for the reasonable value of the Materials and Services acceptably completed or performed but not previously compensated prior to Contributor's receipt of such notice. In no event will Contributor be entitled to receive more than the total amount of compensation provided for herein.

8. (a) Contributor shall not incorporate materials copyrighted by third parties into the Materials unless and until it obtains prior written permission from the copyright owner to use such third party materials to the full extent contemplated herein. Contributor shall deliver written permissions to Publisher when it delivers any Materials containing third party materials to Publisher. Publisher shall have the right to review such written permissions to ensure their acceptability. All costs associated with obtaining the permissions shall be borne by Contributor.

(b) Contributor shall not incorporate into the Deliverables any materials prepared by third parties, and specially ordered or commissioned by Contributor for incorporation in the Deliverables, without Publisher's prior written consent, and without first obtaining a written Release (as defined below) from the third party who prepared such materials. Contributor shall deliver such written Releases to Publisher when it delivers any Deliverables containing any such specially-commissioned third party materials to Publisher. Publisher shall have the right to review such written Releases to ensure their acceptability. All costs associated with having such materials prepared, and obtaining the Releases, shall be borne by Contributor. A "Release" shall be a document whereby the applicable third party assigns to Publisher, or relinquishes in favor of Publisher, all rights, title and interest in the applicable materials, and waives any and all moral rights with respect thereto in favor of Publisher.

9. (a) Contributor represents and warrants to Publisher that Contributor has full power and authority to enter into and perform this Agreement; that the Materials and Properties submitted hereunder will be original (except for material in the public domain or as to which permission has been obtained from the copyright owner), that the Materials and Properties will not contain any libelous or otherwise unlawful material or infringe any copyright or trademark rights or otherwise infringe any personal or proprietary right of any person or entity. The Contributor further represents and warrants that the Materials and Properties will not be injurious or otherwise harmful to person or entity.

(b) To the extent authorized under Texas law, Contributor will indemnify and hold harmless Publisher from and against any and all claims, suits, damages, costs and expenses, including reasonable attorneys' fees, that Publisher may sustain or incur by reason of any breach or alleged breach of any representation or warranty by Contributor. Publisher shall have the right to assume and control the defense of any such claim. Contributor will cooperate with Publisher and provide reasonable assistance in the defense against any such claim. The warranties and indemnities contained in this Paragraph shall survive termination of this Agreement.

10. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Contributor, the Williamson County Commissioners Court, or the Williamson County Judge.

11. Publisher shall have no obligation to publish any Materials and may, at its discretion, give Contributor credit for any or all Materials if it does, but the nature, format, prominence, precedence and location of such credit shall be determined by Publisher in its sole discretion. Publisher (and its licensees and vendees) may (but has no obligation to) use the Contributor's name, image and/or likeness in or on any work, products, publications and services that include the Materials in whole or in part and for promotional and advertising purposes therefor.

12. Contributor acknowledges that all information concerning the Deliverables, and the manner in which Publisher conducts its business, are requested to remain confidential and proprietary. . Specifically, all material submitted to the Williamson County presumptively becomes public property and subject to the Texas Public Information Act upon receipt. If Publisher does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Williamson County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by Publisher, Williamson County may choose to place such information on the Williamson County's website and/or a similar public database without obtaining any type of prior consent from Publisher.

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 Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13. This Agreement, including Exhibit A, sets forth the entire Agreement between Publisher and Contributor with respect to the subject matter, supersedes any prior agreements or understandings, oral or written, with respect to such subject matter, and may not be modified except in writing signed by both parties.

14. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS AS IF EXECUTED AND FULLY PERFORMED THERE, WITHOUT REGARD TO ITS PROVISIONS ON CHOICE OF LAW. EXCLUSIVE JURISDICTION AND VENUE OVER ALL DISPUTES HEREUNDER SHALL BE IN THE FEDERAL AND STATE COURTS OF THE STATE OF TEXAS LOCATED IN THE COUNTY OF TRAVIS.

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

16. The Publisher may freely assign this Agreement, in whole or in part. The Contributor may not assign, subcontract, or delegate its obligations under this Agreement, except that the Contributor may assign or otherwise transfer the right only to receive any amounts which may be payable to the Contributor for performance under this Agreement, and then only after receipt by the Publisher of written notice of such assignment or transfer.

17. In the event any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed to have been deleted from this Agreement, while the remainder of this Agreement shall remain in full force and effect according to its terms.

18. No waiver of any term or condition of this Agreement, or any breach of this Agreement, shall or shall be deemed to be a waiver of any other term or condition of the Agreement or of any later breach of the Agreement.

19. The County Judge or the presiding officer of Contributor's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of Contributor.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first set forth above.

**PEARSON EDUCATION, INC.**

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

Name: \_\_\_\_\_  
Content Manager – Health Sciences

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

**WILLIAMSON COUNTY**

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

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

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

## **EXHIBIT A**

### **I. Description of Materials**

**LIST OF PHOTOS** (ONLY FOR EMS DEPARTMENT PERTAINING TO PARAMEDICS AND RELATED OPERATIONS)

### **II. Specifications Applicable to preparation of the Materials, including, where applicable, a time schedule for the delivery of segments and final manuscript and permissions.**

Date of photoshoot to be determined between Publisher and Contributor.

**Commissioners Court - Regular Session****49.****Meeting Date:** 08/31/2021

Interlocal Agreement Amendment

**Submitted By:** Wendy Coco, WC Radio Communication System (RCS)**Department:** WC Radio Communication System (RCS)**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action to approve a First Amended Agreement with Capital Area Emergency Communications District (CAECD) and Williamson County Emergency Communications.

**Background**

This is the annual contract between Williamson County and the CAECD (CAPCOG) for the delivery and support of 9-1-1 services. This agreement is for a continuation of these services and is required to be reviewed and signed each year.

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**Fiscal Impact**

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

Amendment

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Wendy Coco

Final Approval Date: 08/25/2021

**Reviewed By**

Becky Pruitt

**Date**

08/25/2021 08:09 AM

Started On: 08/24/2021 10:52 AM

## AMENDMENT 1

### Capital Area Emergency Communications District

#### INTERLOCAL CONTRACT FOR PUBLIC SAFETY ANSWERING POINT MAINTENANCE, EQUIPMENT AND TRAINING

##### Parties and Purpose

The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating in accordance with Texas Health and Safety Code, Subchapter G, chapter 772, as amended. Williamson County ("Public Agency") is a Texas County that operates one Public Safety Answering Point (PSAP) that participates in the district as authorized by Texas Health and Safety Code chapter 772.

Williamson County has increased the number of workstations and therefore qualifies for an increase in payment in accordance with the CAECD schedule of payments to PSAPs. This amendment increases the contract price for Williamson County.

##### SECTION 3. "Contract Price and Payment Terms" IS AMENDED AS FOLLOWS:

- 3.1 CAECD agrees to compensate Public Agency in the total amount of not to exceed \$7,500 per fiscal year for its performance of this contract. CAECD must make any payment obligated by this agreement from current revenues available to CAECD. The stated amount is a payment which fairly compensates the Public Agency for the duties performed hereunder.
- 3.2 Within 30 calendar days after the initial effective date of this contract and within 30 calendar days after the start of each fiscal year for which this contract is renewed, CAECD agrees to pay Public Agency \$7,500 for the purchase of supplies as outlined in Section 2.1.A of this contract.

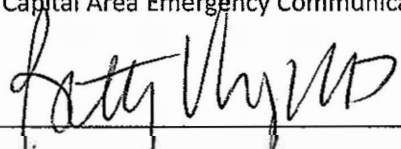
##### Miscellaneous

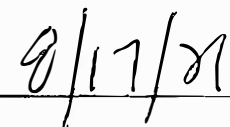
Each individual signing this Amendment 1 on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. Except as amended herein, the terms and conditions of the original contract remain in full force and effect. The effective date of this amendment is October 1, 2021, as confirmed by the signatures of the parties below. The undersigned bind themselves to the faithful performance of this contract and any Amendments thereto.

Williamson County, Texas

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

CAPITAL AREA COUNCIL OF GOVERNMENTS  
dba the Capital Area Emergency Communications  
District

By   
Betty Voights  
Executive Director

Date   
8/17/21



## **Capital Area Emergency Communications District**

### **INTERLOCAL CONTRACT FOR PUBLIC SAFETY ANSWERING POINT MAINTENANCE, EQUIPMENT AND TRAINING**

#### **Section 1. Parties and Purpose**

- 1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating in accordance with Texas Health and Safety Code, Subchapter G, chapter 772, as amended. CAECD has developed an annual budget to operate and maintain Next Generation 9-1-1 emergency communications service within the district.
- 1.2. Williamson County ("Public Agency") is a Texas County that operates one Public Safety Answering Point (PSAP) that participates in the district as authorized by Texas Health and Safety Code chapter 772.
- 1.3. This Interlocal contract is entered into between CAECD and Public Agency pursuant to Texas Government Code chapter 791 so that Public Agency can maintain its PSAPs, upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 9-1-1 emergency communications system in the district. For purposes of carrying out CAECD's duties and obligations under this agreement the parties understand and agree that references to CAECD includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

#### **Section 2. Rights and Duties of the Contracting Parties**

- 2.1 Public Agency agrees to:
  - A. Purchase supplies such as printer paper, printer ink, cleaning materials and other expendable items necessary for the continuous operation of its PSAPs;
  - B. Implement upgrades of its PSAPs equipment and software, as authorized in the current annual budget, through the appropriate CAECD process for the purchase of new equipment and software;
  - C. Protect the PSAPs equipment and secure the PSAPs premises against unauthorized entrance or use;
  - D. Practice preventive maintenance for the PSAPs equipment;

- E. Ensure call-takers/dispatchers receive emergency communications training as required and as described in CAECD's current annual budget;
- F. Protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify CAECD in writing within two business days of the receipt of a request for 9-1-1 database information, or for information furnished by telecommunications providers, made under the Texas Public Information Act;
- G. Use the Regional Notification System (RNS) 9-1-1 derived database information only to warn or alert citizens of an emergency situation where property or human life is in jeopardy, and protect the database information from unauthorized use;
- H. Request the use of training facilities by sending an email to [CMAC@capcog.org](mailto:CMAC@capcog.org) and specifying date of request, time of request and type of resources needed such as Solacom or CritiCall;
- I. In the event the use of the Regional Backup Communications Center (RBUC) is required, operate in accordance with all rules and procedures, and within the allocated space in the RBUC located at 6800 Burleson Road, Building 310, Suite 165;
- J. Be responsible for all furniture, administrative telephones, copier machines and administrative desktop computers located within the Public Agency's operating area;
- K. Hold harmless CAECD from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly on the negligence of, fault of, or breach of contract by CAECD and shall name CAECD (including those representatives and agents listed in section 1.3 above) as additional insured under the City's general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that CAECD (including those representatives and agents listed in section 1.3 above) may seek coverage upon demand by CAECD (including those representatives and agents listed in section 1.3 above), in the event of a covered claim;
- L. Waive any duty CAECD owes Public Agency by virtue of this agreement in the event any act, event, or condition adversely impacts the cost of performance of, or adversely affects the ability of CAECD to perform any obligation under this agreement and if such act, event or condition, in light of any circumstances is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of CAECD such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence of CAECD. Circumstances included above, by way of example only, are:

- (i) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;
- (ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;
- (iii) any failure of title to the Facilities or any placement or enforcement of any lien, charge or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;
- (iv) the inability of CAECD and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where work is required to be performed hereunder;
- (v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by CAECD hereunder;
- (vi) strikes, work stoppages, or labor disputes affecting CAECD and any subcontractor (excluding material suppliers) of CAECD;
- (vii) with respect to CAECD, damage to the Facilities caused by third parties not related to or under the control of the CAECD, including, but not limited to, contractors and subcontractors for the CAECD; and,
- (viii) the failure of any CAECD subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the CAECD directly, and the CAECD is not able after exercising all reasonable efforts to timely obtain substitutes.

M. Abide by the Regional Backup Communications Center (RBUC) Access Control Policy, included as attachment A, as if recited verbatim herein.

## 2.2 CAECD agrees to:

- A. Be responsible for maintaining all RBUC physical plant including primary electrical systems, 9-1-1 systems, HVAC and network wiring as budgeted and with approved available funds;

- B. Provide access control security as require by the CJIS Security Policy and maintain access control systems and badging for appropriate personnel and contractors;
- C. Provide training facilities, including Solacom and CritiCall consoles;
- D. Schedule training based on priority availability given to training offered on a regional basis and requested according to 2.1.H.; and
- E. Provide space, equipment, security, and staff support to the RBUC as budgeted and with approved available funds.

### **Section 3. Contract Price and Payment Terms**

- 3.1 CAECD agrees to compensate Public Agency in the total amount of not to exceed \$5,000 per fiscal year for its performance of this contract. CAECD must make any payment obligated by this agreement from current revenues available to CAECD. The stated amount is a payment which fairly compensates the Public Agency for the duties performed hereunder.
- 3.2 Within 30 calendar days after the initial effective date of this contract and within 30 calendar days after the start of each fiscal year for which this contract is renewed, CAECD agrees to pay Public Agency \$5,000 for the purchase of supplies as outlined in Section 2.1.A of this contract.
- 3.3 If Public Agency has received payment for expenditures under this contract that are in violation of APPLICABLE LAW or POLICY described in Section 6, Public Agency agrees to repay CAECD for those payments within 60 calendar days from the date CAECD notifies Public Agency of the repayment amount due and the reason repayment is required.
  - A. If Public Agency does not refund the payment when required, CAECD may refuse to purchase 9-1-1 equipment on Public Agency's behalf and may withhold all or part of the unpaid payment from Public Agency's future entitlement to reimbursement under this or future Interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.
  - B. Before the 60-day payment period expires, Public Agency may appeal in writing to CAECD its determination that Public Agency refund the payment, explaining why it believes the determination is incorrect, or Public Agency may request CAECD in writing to extend the 60-day payment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on Public Agency's appeal or proposal or both is final.

- C. The appeal authorized by Section 3.3.B is the only mechanism for challenging CAECD's determination under Section 3.3. that Public Agency repay the reimbursement. The early termination provisions of Section 10 and dispute resolution process of Section 11 are not available to challenge CAECD's determination.

#### **Section 4. Effective Date and Term of Contract**

- 4.1 This contract takes effect October 1, 2018 and shall continue for a period of two years, unless sooner terminated under Section 10. Thereafter, this contract shall automatically renew each year on October 1 until a Party provides written notice of termination to the other Party no less than sixty days prior to the end of the current term.

#### **Section 5. Performance Reports**

- 5.1 Public Agency agrees to document and perform a monthly test on their make busy switch by the 20<sup>th</sup> of each month. Records are to be kept for up to one year.

#### **Section 6. Compliance with Applicable Law and Policy**

- 6.1 Public Agency agrees to comply with all APPLICABLE LAW and POLICY in carrying out this contract, including any purchases or reimbursement requests made hereunder. APPLICABLE LAW and POLICY include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current CAECD annual budget; CAECD 9-1-1 *Policies and Procedures Manual* and CAPCOG RNS *Policies & Procedures*.

#### **Section 7. Independent Contractor, Assignment and Subcontracting**

- 7.1 Public Agency is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.
- 7.2 Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 7.2 is void.
- 7.3 If CAECD consents to Public Agency's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

#### **Section 8. Records and Monitoring**

- 8.1 Public Agency agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices.

- 8.2 Subject to the additional requirement of Section 8.3, Public Agency agrees to preserve the records for three fiscal years after receiving its final payment under this contract.
- 8.3 If an audit of 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 expiration or early termination of this contract.
- 8.4 CAECD 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. CAECD 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 evaluating its performance under this contract.
- 8.5 CAECD will at least once per year visit Public Agency's offices and monitor its performance of this contract to ensure compliance with APPLICABLE LAW and POLICY described in Section 6. CAECD will provide Public Agency 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 CAECD agrees to notify Public Agency at least 24 hours in advance of any intended visit under this Section 8. Upon receipt of CAECD's notice, Public Agency agrees to notify the appropriate department(s) specified in the notice.

#### **Section 9. Nondiscrimination and Equal Opportunity**

- 9.1 Public Agency shall not exclude anyone or entity from participating in Public Agency's duties under this contract, unlawfully deny benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.
- 9.2 If Public Agency procures goods or services with funds made available under this contract, Public Agency agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

#### **Section 10. Early Termination of Contract**

- 10.1 Except as provided in Sections 3.3, if CAECD or Public Agency breaches a material provision of this contract, 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 the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach, which effort will be described in detail in a correction letter delivered to CAECD within five business days from the receipt of the notice to correct. If the breach cannot be corrected within a reasonable time, 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 contract is terminated under Section 10, CAECD and Public Agency are each entitled to compensation for any performance undertaken pursuant to the terms of this Interlocal contract, where such performance was provided to the other before receiving notice of the termination. However, neither CAECD nor Public Agency is liable to the other for costs it paid or incurred under this contract made after or in anticipation of its receipt of notice of termination.
- 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 CAECD and Public Agency among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other. Any such claim(s) shall survive the termination of this agreement by either party for the purpose of enforcement.
- 10.4 The termination of this contract either under Section 4 or under this Section 10 does not affect Public Agency's duty:
  - A. To repay CAECD for expenditures made in violation of APPLICABLE LAW or POLICY in accordance with Sections 3.3; and
  - B. To preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 8.

#### **Section 11. Dispute Resolution**

- 11.1 The parties desire to resolve disputes arising under this contract 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.
- 11.2 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 contract. 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 shall 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 a 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 expirations dates of this Interlocal contract.
- 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.

#### **Section 12. Notice to Parties**

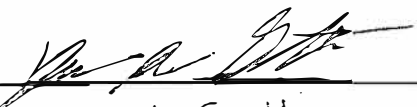
- 12.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party:
- A. When it is delivered to the party personally;
  - B. On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 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 CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director.
- 12.3 Public Agency's address is \_\_\_\_\_, Attention: \_\_\_\_\_.
- 12.4 A party may change its address by providing notice of the change in accordance with Section 12.1.

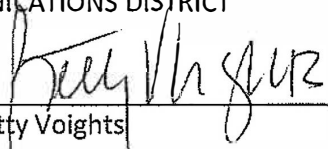
### Section 13. Miscellaneous

- 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 as the Public Agency in this agreement and;
  - B. 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 Interlocal contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.
- 13.3 This contract 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 contract which are required by changes in Federal and State law or regulations 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 Attachment is part of this contract:
- A. Regional Backup Communications Center (RBUC) Access Control
- 13.5 This contract is binding on and inures to the benefit of the parties' successors in interest and may not be assigned without the express written permission of CAECD.
- 13.6 This contract is executed in duplicate originals.

WILLIAMSON COUNTY, TEXAS

CAPITAL AREA EMERGENCY  
COMMUNICATIONS DISTRICT

By   
Name Dan A. Gattis  
Title Williamson County Judge  
Date 10/23/18

By   
Betty Voights  
Executive Director  
Date 11/1/18

Date of governing body approval: 9/25/18

**Commissioners Court - Regular Session****50.****Meeting Date:** 08/31/2021

2015 CO Transfer Request

**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving a 2015 Certificate of Obligations budget transfer to move \$232,997.35 from P356 (2015 CO Non-Departmental) to P540 (Jail Renovations Phase II).

**Background**

This transfer is needed to provide additional funding for P540 (Jail Renovations Phase II).

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 08/25/2021

**Reviewed By**

Becky Pruitt

**Date**

08/25/2021 03:14 PM

Started On: 08/25/2021 12:58 PM

**Commissioners Court - Regular Session****51.****Meeting Date:** 08/31/2021

2018 CIP Transfer Request

**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving a 2018 Capital Improvement Program budget transfer to close P435 (Animal Shelter Expansion) and move \$367,002.65 to P540 (Jail Renovations Phase II).

**Background**

This transfer is needed to close P435 (Animal Shelter Expansion) and to provide additional funding for P540 (Jail Renovations Phase II).

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 08/25/2021

**Reviewed By**

Becky Pruitt

**Date**

08/25/2021 03:14 PM

Started On: 08/25/2021 12:58 PM

**Commissioners Court - Regular Session****52.****Meeting Date:** 08/31/2021

Texas Mamma Jamma Ride Vehicle Reimbursement Agreement for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Texas Mamma Jamma Ride for off duty contracting of County Sheriff Deputies to be effective September 18, 2021 (Traffic control in Eastern Williamson County).

**Background**

This agreement gives permission for Texas Mamma Jamma Ride to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage. This agreement will begin on September 18, 2021 and will terminate on September 30, 2021. This ride presented by Lone Star Circle of Care is a charity bike event that raises funds to support the life saving mission of the Big Pink Bus.

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**Fiscal Impact**

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

TX Mamma Jamma Ride

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/23/2021

**Reviewed By**

Becky Pruitt

**Date**

08/23/2021 09:50 AM

Started On: 08/20/2021 11:41 AM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***
2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the **18th of September**, 20<sup>21</sup> and shall terminate on September 30, 20<sup>21</sup>. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.<sup>1</sup>
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor's Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

---

<sup>1</sup> It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.



10. 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.

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

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: Texas Mamma Jamma Ride

Signature: Luke Allelo

Printed Name: Luke Allelo

Title: Event Director

Date: August 17th, 2021

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: 

Date: August 19, 2021

Address of Office: 508 S. Rock St.  
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE  
REGARDING COUNTY-VEHICLE USE  
DURING OFF-DUTY SERVICES OF  
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>2</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Williamson County Judge or  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

Date: \_\_\_\_\_, 20\_\_\_\_

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<sup>2</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session****53.****Meeting Date:** 08/31/2021

Brushy Creek MUD Standard Agreement for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Brushy Creek Municipal Utility District regarding off duty contracting of County Sheriff Deputies to be effective October 1, 2021.

**Background**

This renewal agreement gives permission for Brushy Creek MUD to contract County Sheriff Deputies in a private capacity and the County to invoice Brushy Creek MUD for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2021 and will have two additional one year automatic renewals on October 1, 2022 and October 1, 2023. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2024 (FY2025).

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**Fiscal Impact**

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

Brushy Creek MUD

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/25/2021

**Reviewed By**

Becky Pruitt

**Date**

08/25/2021 03:15 PM

Started On: 08/25/2021 01:50 PM

STATE OF TEXAS                   §     STANDARD AGREEMENT WITH  
   §     LOCAL GOVERNMENTAL ENTITY  
   §     REGARDING OFF-DUTY  
   §     CONTRACTING OF COUNTY  
COUNTY OF WILLIAMSON §     SHERIFF DEPUTIES

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF'S Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***
2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or intergovernmental risk pool with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three

Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the <sup>2023</sup> October 1, 2021 and shall terminate on September 30, ~~2021~~, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2022, and October 1, 2023. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2025.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY:

Williamson County Auditor's Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.
10. 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.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**LGE:**

Name of LGE: Brushy Creek Municipal Utility District

Signature: Danna S. Parker

Printed Name: Danna Parker

Title: Board President

Date: August 12, 20 21

**WILLIAMSON COUNTY SHERIFF'S OFFICE:**

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: [Signature]

Date: August 20, 20 21

Address of Office: 508 S. Rock St.  
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE  
REGARDING COUNTY-VEHICLE USE  
DURING OFF-DUTY SERVICES OF  
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>1</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Williamson County Judge or  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

Date: \_\_\_\_\_, 20\_\_\_\_

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<sup>1</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.



**Commissioners Court - Regular Session****54.****Meeting Date:** 08/31/2021

County Redistricting update

**Submitted For:** Terry Cook**Submitted By:** Garry Brown,  
Commissioner  
Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action relating to county-level redistricting:

1. Receive an update on any work having been done to date by the redistricting committee consisting of Commissioners Covey and Long since being appointed on November 17, 2020
2. Hear about any work that has been done by Potts & Reilly LLP since they were contracted on June 8, 2021
3. Discuss any timeline and process regarding this work, including public input and adding redistricting information on the county's web site

**Background**

Since a redistricting committee has been appointed on November 17, 2020, consisting of two county commissioners and technical support from GIS, there has been no update given to Court on any work that they have done. Due to the Open Meetings Act, no other Court Member can discuss any of this with committee members outside of a public meeting or we would be in violation of the Open Meetings Act; hence, this agenda item was posted.

The consultants of Potts & Reilly, LLP, including 4 of their attorneys- Frank Reilly, Susan Potts, Donna Garcia Davidson, and Eric Opiela- were hired on June 8, 2021, by this Commissioners Court without going through a competitive bidding process. The public would be served well by a presentation from a representative from Potts & Reilly LLP.

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**Fiscal Impact**

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

Potts &amp; Reilly LLP contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 11:44 AM

Started On: 08/26/2021 10:52 AM

**POTTS & REILLY, L.L.P.**  
**ATTORNEYS & COUNSELORS**

**MAILING ADDRESS:**  
POST OFFICE BOX 4037  
HORSESHOE BAY, TEXAS 78657-4037

**WRITER'S PHONE & EMAIL:**  
512-469-7474, ext. 102Y  
512-970-3811 (CELL)  
[reilly@pottsreilly.com](mailto:reilly@pottsreilly.com)

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**FRANK M. REILLY**  
**Partner**

May 27, 2021

Honorable Bill Gravell, Jr.  
County Judge  
Williamson County, Texas  
710 S. Main Street,  
Ste. 101  
Georgetown, TX 78626

**Re:        Proposal for Legal Services Regarding Matters Pertaining to Redistricting**

Dear Judge Gravell:

If approved by the Williamson County, Texas Commissioners Court, this letter will serve as the agreement to employ POTTS & REILLY, L.L.P. to represent Williamson County, Texas to provide legal advice for redistricting the county's commissioners court and other precincts, as more specifically described in Exhibit A (the Matter).

Scope of Engagement. As hired counsel, we will represent your interests in regard to the Matter. Although we will endeavor to achieve results in this Matter that are satisfactory to you, it is understood that we make no promises or guarantees to you concerning the outcome and cannot do so.

Cooperation. To enable us to effectively perform the services contemplated, it is essential that you disclose fully and accurately all facts and keep us apprised of all developments relating to the Matter. You have agreed to cooperate fully with us and to make yourself and your representatives available to attend meetings, conferences, hearings and other proceedings.

Fees. Fees for our services for the Matter will not exceed \$40,000. Attorneys of the Firm, Frank M. Reilly and Susan E. Potts, and those who are under contract with the Firm, including Donna García Davidson and Eric Opiela, will be computed and billed to you at \$400.00 an hour. Work performed by legal assistants or law clerks will be charged at rates ranging from \$125.00 to \$175.00 an hour.

We will attempt to utilize individuals in the firm to provide you with the most economical service dependent upon the individual and the task involved, as well as his or her level of experience and expertise.

Expenses. In addition to our fees, you will be billed for any expenses incurred on your behalf. Such expenses include, but are not limited to, photocopying, delivery services, postage, filing fees, and travel expenses. Unless special arrangements are otherwise made, fees and expenses of third parties, *e.g.* experts, investigators, and consultants, are your responsibility and will be charged on your monthly statement.

Payment. Statements for services rendered and expenses incurred will be sent monthly and will be due upon receipt. Although we certainly do not anticipate any problems with the payments of our invoices, should balances become past due, we reserve the right to withdraw from any further representation and to pursue our legal remedies.

Conflicts. If a controversy arises between you and any other client of our firm, we, after taking into account the rules of professional ethics applicable to us, may decline to represent either you or such other client or both you and such other client.

Termination or Withdrawal. Our representation may be terminated prior to the conclusion of the Matter by either of us by written notice to the other party. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this agreement letter, including the timely payment of our fees, or fail to cooperate or follow our advice on a material matter, or if any fact or circumstance would, in our view, render our continuing representation unlawful, unethical or ineffective. No such termination or withdrawal, however, will relieve you of the obligation to pay the legal fees owed us for services performed and other charges owing to us to the date of termination or withdrawal.

Communication. We will frequently use a cellular telephone, electronic mail, and facsimile transmissions for internal and external communications. With certain software or equipment, it is possible for third parties to intercept these types of transmissions. Unless you notify me in writing immediately that this is not agreeable, your signature on this engagement letter authorizes me to use these forms of communication as indicated.

Client Documents. We will maintain all documents furnished to us by you in our client files for this Matter. At the conclusion of the Matter (or earlier if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to return to you. We may keep copies thereof to the extent we believe advisable for our records. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

Publications. From time to time, we include a client's name in announcements, firm resumes, legal directories, and newsletters. If you have any objections to our firm using your name in this fashion, please let us know, and we will gladly respect your wishes.

Notice. The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide RLA with information about how to file a complaint. Please call 800-932-1900 toll-free for more information.

Please do not hesitate to contact me if you have any questions. We are pleased to have this opportunity to be of service to the county, and we look forward to working with you. We are honored to have the opportunity to be of assistance.

If the foregoing correctly reflects the terms and conditions of our representation, and is authorized by the commissioners court, please so indicate by executing this letter in the space provided below and returning a copy to me.

Very truly yours,

POTTS & REILLY, L.L.P.

By:   
Frank M. Reilly, Partner

Understood and Agreed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021:

WILLIAMSON COUNTY, TEXAS

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

**Exhibit A to Agreement Between Potts & Reilly, LLP and Williamson County, Texas**

The Matter and scope of services for legal services to be performed are as follows.

1. Monitor, recommend and take reasonable and necessary action to ensure that the 2020 Census count of Williamson County residents is taken into consideration for reapportionment and redistricting;
2. Monitor, recommend and take reasonable and necessary action to ensure that reapportionment and redistricting takes into account the need for compact, contiguous, equally populated districts that protect Williamson County's existing communities of interest, as well as partisan and racial fairness;
3. In furtherance of scope of work in Nos. 1-2 above:
  - a. Evaluate and review the reapportionment and redistricting process working in conjunction with other professional and technical staff to advise County Commissioners and recommend appropriate action to be taken by Williamson County to protect its interests.
  - b. Consult with County Commissioners regarding the various redistricting plans and maps anticipated to be circulated for consideration and adoption;
  - c. Evaluate and review in conjunction with other professionals and technical experts, whether retained by Williamson County or otherwise available, the demographic data and other information used in the reapportionment and redistricting process for use in estimating and projecting the population Williamson County and other Texas counties.
  - d. Consider and recommend action to be taken by Williamson County in proposing or objecting to maps circulated for consideration and adoption.
4. Assist Williamson County in the reapportionment and redistricting of geographical districts within the County;
5. In furtherance of scope of work in No. 4 above:
  - a. Perform redistricting demographic analyses during the decennial redistricting effort;
  - b. Assist Williamson County and its other professional, technical and clerical personnel in the reapportionment and redistricting of geographical districts within the County;
  - c. Assist Williamson County in the adoption and enactment of appropriate geographical districts within the County that satisfy the laws and Constitution of the United States and Texas.
6. Advise Williamson County, in coordination with other professional and technical staff, regarding proper responses to inquiries from state and federal entities related to decennial redistricting.

7. Advise Williamson County with respect to any pending or threatened litigation related to reapportionment and redistricting.
8. Monitor, recommend and take reasonable and necessary action to ensure that reapportionment and redistricting of judicial districts promote prompt and efficient administration of government and judicial resources for Williamson County and its citizens.
9. Other tasks as assigned.





**Commissioners Court - Regular Session****55.****Meeting Date:** 08/31/2021

Gary Boyd Recognition

**Submitted For:** Valerie Covey**Submitted By:** Rachel Rull,  
Commissioner  
Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on recognizing Gary Boyd for his years of service to the citizens and critters of Williamson County.

**Background**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 08:17 AM

Started On: 08/25/2021 04:22 PM

**Commissioners Court - Regular Session****56.****Meeting Date:** 08/31/2021

DOI Projects and Issues

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 07/29/2021

**Reviewed By**

Becky Pruitt

**Date**

07/29/2021 10:02 AM

Started On: 07/29/2021 09:49 AM

## Commissioners Court - Regular Session

57.

**Meeting Date:** 08/31/2021

Authorize award of Contract to Vaughn Construction for County Jail Renovations

**Submitted For:** Joy Simonton

**Submitted By:** Johnny Grimaldo,  
Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Discuss, consider, and take appropriate action on authorizing the Construction Contract between Vaughn Construction, LLC and Williamson County for renovations at the County Jail, pursuant to Omnia Contract R200107 in the amount of \$1,904,709 and authorize the execution of the agreement. Funding Source is P540.

#### Background

This project supports the operations of the Williamson County Jail. Any facility renovations to the jail building must be conducted in a manner that allows for the continued operation of the facility without interruption to the daily processes or security. For this reason, county staff has opted to recommend Vaughn Construction, LLC for this project utilizing Omnia Contract R200107. Vaughn Construction is a proven contractor to the county with multiple successful jail projects completed of this nature. Vaughn Construction also has a productive working relationship with Talex Engineering, the design consultant for the jail renovations. The jail staff are familiar with the Vaughn Construction team and are supportive of the recommendation as they have confidence that the contractor will bring compliant labor into this tentative environment. The vendor proposal provides a detailed scope of work and price proposal of \$1,904,709.00. The point of contact is Tom Stanfield/ Angel Gomez. Funding Source is P540.

This project scope includes:

- Jail Magistrate Courtroom Remodel
    - Expand the existing Magistrate Court area, providing future attorney spaces
    - Create employee locker room
    - Create a “controlled” Release Area
    - Create a dedicated Parole Board Hearing Rm
    - Create a “controlled / screened” Jail Entry
    - Inmate property storage upgrades
  - Additional Elevator
    - Furnish & install a new elevator within the existing constructed shaftway #9
    - This will provide additional vertical access within the current 3 used jail floors, but will provide ability for future 4<sup>th</sup> floor expansion
  - Additional HVAC Chiller
    - Furnish & install a new (4<sup>th</sup>) HVAC Chiller
    - This will back redundancy for the chillers serving the current 3 used jail floors, but will allow for the future 4<sup>th</sup> floor expansion
-

### Fiscal Impact

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

Construction Contract

Vendor Proposal

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### Form Review

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 08/26/2021

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

08/26/2021 11:50 AM

08/26/2021 11:53 AM

Started On: 08/18/2021 11:37 AM



## **CONTRACT FOR GENERAL CONSTRUCTION**

**PROJECT:** Williamson County Jail Magistrate Courtroom Renovations,  
Additional Elevator & Addition Chiller ("Project")

**CONTRACTOR:** J. T. Vaughn Construction, LLC. ("GC")  
10355 Westpark Drive  
Houston, TX 77042

**ARCHITECT  
& ENGINEER:** Talex, Inc Engineers. ("A/E")  
6300 La Calma Drive, Suite 100  
Austin, TX 78752

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

**THIS CONTRACT FOR GENERAL CONSTRUCTION** ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document and all attachments (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

### **R E C I T A L S**

**WHEREAS**, County desires to retain a GC for **the renovation / remodel of the existing Magistrate Courtroom and various supporting space plus the addition of an elevator & chiller with the Wilco Jail** (hereinafter called the "Project");

**WHEREAS**, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

**NOW, THEREFORE**, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

## **ARTICLE 1 SCOPE OF WORK**

GC has 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 Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

## **ARTICLE 2 GENERAL PROVISIONS**

### **2.1 CONTRACT DOCUMENTS**

#### **2.1.1**

The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

#### **2.1.2**

This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

#### **2.1.3**

The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

### **2.2 RELATIONSHIP OF THE PARTIES**

GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision;

to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

## **2.3 GENERAL CONDITIONS**

### **2.3.1**

The term "Contractor" as used herein or in the UGCs shall mean GC.

### **2.3.2**

The term "Owner" as used herein or in the UGCs shall mean County.

### **2.3.3**

The term "Architect" as used herein or in the UGCs shall mean A/E.

## **ARTICLE 3 CONTRACT TIME**

### **3.1**

County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **One Hundred Eighty (180) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **Thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

### **3.2 LIQUIDATED DAMAGES**

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

#### **3.2.1**

Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **five hundred dollars (\$500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.



### **3.2.2**

County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1<sup>st</sup>) business day** after such amounts are demanded.

### **3.2.3**

Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

## **ARTICLE 4 GC REPRESENTATIONS**

### **4.1**

In order to induce County to enter into this Contract, GC makes the following representations:

#### **4.1.1**

GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

#### **4.1.2**

GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

#### **4.1.3**

GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

#### **4.1.4**

GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

**4.1.5**

Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

**4.1.6**

GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

**4.1.7**

GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

**4.1.8**

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 5 THE CONTRACT SUM**

**5.1 Contract Sum.**

County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **One Million Nine Hundred Four Thousand Seven Hundred Nine Dollars (\$1,904,709.00).**

**5.2 Contract Payments.**

Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

**5.3 Allowable Overhead and Profit Markup on Changes in the Work.**

In case of an increase in the Contract Sum due to a change in the Work and in accordance with UGC 7, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

**5.3.1**

For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

**5.3.2**

For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

## **ARTICLE 6 PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

**Tom Stanfield, Sr Project Manager  
Williamson County Facilities Department  
3101 SE Inner Loop  
Georgetown, Texas 78626**

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

**J. T. Vaughn Construction, LLC.  
Doug Boram, Sr Project Manager  
6604 N. Lamar.  
Austin, TX 78752**

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual

responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

## **ARTICLE 7 NOTICE**

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

**County:** Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

With copy to: Williamson County Facilities Department  
Attn: Director of Facilities  
3101 SE Inner Loop  
Georgetown, Texas 78626

and to: Office of General Counsel  
Williamson County  
710 Main Street, Suite 102  
Georgetown, Texas 78626

**GC:** **J. T. Vaughn Construction, LLC.**  
10355 Westpark Dr.  
Houston, TX 77042

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Attention: J Thomas Vaughn,  
CEO

Either party may designate a different address by giving the other party **ten (10) days** written notice.

## **ARTICLE 8 DISPUTE RESOLUTION**

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

### **9.1 Meaning of Terms**

Terms in this Contract shall have the same meaning as those in the UGCs.

### **9.2 No Waiver of Immunity**

Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

### **9.3 GOVERNING LAW**

This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

### **9.4 ASSIGNMENT**

County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

### **9.5 OTHER PROVISIONS**

#### **9.5.1**

GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

- .1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- .3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;
- .4 that its execution of this Contract and its performance thereof is within its duly authorized powers;
- .5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and
- .6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

## **ARTICLE 10**

### **SCOPE OF CONTRACT AND CONTRACT DOCUMENTS**

#### **10.1**

This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

#### **10.2**

The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions
6. OMNIA Partners Contract: R200107

### 10.3

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC;
5. OMNIA Partners Contract: R200107; and
6. The Construction Documents

## ARTICLE 11 SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:

**J. T. Vaughn Construction, LLC**

By: 

Signature

**J. Thomas Vaughn**

Printed Name

**CEO**

Title

**WILLIAMSON COUNTY:**

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

**Bill Gravell Jr.**  
**Williamson County Judge**

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

Date Signed: August 19, 2021



**EXHIBIT A**  
**CONSTRUCTION DOCUMENTS**

Construction Documents attached below:

Design Documents prepared by Talex Engineers, dated 08/02/2021

## EXHIBIT B

### MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

1. All policies of insurance provided by Contractor must comply with the requirements of this Exhibit, the Contract Documents, and the laws of the State of Texas.
2. Contractor shall provide and maintain, until the Work covered in the Contract is completed and accepted by County, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A. M. Best Company, or otherwise acceptable to County.

#### TYPE OF COVERAGE

#### LIMITS OF LIABILITY

##### Worker's Compensation

Statutory

##### Employer's Liability

Bodily Injury by Accident

\$ 1,000,000 per Accident

Bodily Injury by Disease

\$ 1,000,000 per Employee

\$ 1,000,000 aggregate Policy Limit

##### Comprehensive General Liability

(including completed operations and contractual liability insurance for bodily injury, death, or property damages)

Comprehensive General Liability

\$ 1,000,000 per Occurrence

\$ 2,000,000 aggregate Policy Limit

##### Comprehensive Automobile and Auto Liability Insurance

(covering owned, hired, leased, and non-owned vehicles)

Bodily injury (including death)

\$ 1,000,000 per Person

\$ 1,000,000 per Occurrence

Property Damage

\$ 1,000,000 per Person

\$ 1,000,000 per Occurrence

No aggregate Policy Limit

**Builder's Risk Insurance (all risks)**

An all risk policy, in the amount equal at all times to **100% of the Contract Sum**. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of Contractor and shall name its Subcontractors as additional insureds. County shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- A.** This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

**Flood insurance**

(when specified in Supplementary General Conditions or Special Conditions.

**Umbrella Coverage**

**\$ 5,000,000**

**Workers' Compensation Insurance**

**A. Definitions:**

**Certificate of coverage ("Certificate")** - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

**Duration of the Project** - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by County.

**Coverage** - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

**Persons providing services on the Project ("Subcontractor")** - includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to

provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B.** Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of Contractor providing services on the Project, for the duration of the Project.
- C.** Contractor must provide a certificate of coverage prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
- D.** If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the Project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with County showing that coverage has been extended.
- E.** Contractor shall obtain from each person providing services on a project, and provide to County:

  - (1)** a certificate of coverage, prior to that person beginning work on the Project, so County will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - (2)** no later than **seven (7) calendar days** after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- F.** Contractor shall retain all required certificates of coverage for the duration of the Project and for **one (1) year** thereafter.
- G.** Contractor shall notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- H.** Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all

persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I. Contractor shall contractually require each person with who it contracts to provide services on a project, to:
  - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
  - (2) provide to Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
  - (3) provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - (4) obtain from each other person with whom it contracts, and provide to Contractor:
    - a. a certificate of coverage, prior to the other person beginning work on the Project; and
    - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - (5) retain all required certificate of coverage on file for the duration of the Project and for **one (1) year** thereafter;
  - (6) notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
  - (7) contractually require each person with whom it contracts, to perform as required by **Paragraphs (1)-(7)**, with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing the Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to County that all employees of Contractor who will provide services on the Project will be covered by workers' compensation

coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- K.** Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles County to declare the Contract void if Contractor does not remedy the breach within **ten (10) calendar days** after receipt of notice of breach from County.
- 3.** If insurance policies are not written for the amounts specified in this section, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.
  - 4.** The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
  - 5.** County shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this section.
  - 6.** Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **seventy-five thousand dollars (\$ 75,000)** in Contractor's insurance must be declared and approved in writing by County in advance.

## **EXHIBIT C**

### **WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY**

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with County.

#### **1. Invoices and Affidavits**

- 1.1** Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.
- 1.2** In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3** Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.



## **2. Travel Reimbursement**

- 2.1** County will only cover costs associated with travel on vendors outside a **fifty (50)-mile radius** from Williamson County, Texas.
- 2.2** County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3** No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4** Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5** Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6** County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7** County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8** Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9** County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

- 2.10** Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11** Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12** County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

### **3. Meals**

- 3.1** Meal reimbursements are limited to a maximum of **fifty (\$50) per day** on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of **twenty (\$20) per day**. The travel must be outside the Williamson County, Texas line by a **fifty (50)-mile radius**.
- 3.2** Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to **3.2**). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3** Meals are reimbursable only for vendors who do not have the necessary personnel located within a **fifty (50)-mile radius** of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a **fifty (50)-mile radius** of Williamson County, Texas.
- 3.4** County will not reimburse for alcoholic beverages.
- 3.5** Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6** No meals purchased for entertainment purposes will be allowed.
- 3.7** Meal reimbursement must be substantiated with a hotel receipt.

### **4. Lodging**

- 4.1** Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2** Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single

room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

- 4.3** Personal telephone charges, whether local or long distance, will not be reimbursed.

## **5. Airfare**

- 5.1** County will only reimburse up to a coach price fare for air travel.
- 5.2** County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3** Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4** Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5** County will not reimburse vendor for tickets purchased with frequent flyer miles.

## **6. Car Rental**

- 6.1** Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2** Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3** Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4** Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5** Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6** Insurance purchased when renting vehicle may also be reimbursed.

- 6.7** Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## **7. Personal Car Usage**

- 7.1** Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2** Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
- 7.2.1** Date
  - 7.2.2** Destination
  - 7.2.3** Purpose
  - 7.2.4** Name of traveler(s)
  - 7.2.5** Correspondence that verifies business purpose of the expense
- 7.3** The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4** Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5** Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6** Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7** Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a **fifty (50)-mile radius**.
- 7.8** When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9** Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10** Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its

contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

- 7.11** Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

- 8.1** Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## **9. Repayment of Non-reimbursable Expenses**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1** Alcoholic beverages/tobacco products
- 10.2** Personal phone calls
- 10.3** Laundry service
- 10.4** Valet service (excludes hotel valet)
- 10.5** Movie rentals
- 10.6** Damage to personal items
- 10.7** Flowers/plants
- 10.8** Greeting cards
- 10.9** Fines and/or penalties
- 10.10** Entertainment, personal clothing, personal sundries, and service

- 10.11** Transportation/mileage to places of entertainment or similar personal activities
- 10.12** Upgrades to airfare, hotel and/or car rental
- 10.13** Airport parking above the most affordable rate available
- 10.14** Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15** Auto repairs
- 10.16** Babysitter fees, kennel costs, pet, or house-sitting fees
- 10.17** Saunas, massages, or exercise facilities
- 10.18** Credit card delinquency fees or service fees
- 10.19** Doctor bills, prescription and other medical services
- 10.20** Hand tools
- 10.21** Safety Equipment (hard hats, safety vests, etc.)
- 10.22** Office Supplies
- 10.23** Lifetime memberships to any association
- 10.24** Donations to other entities
- 10.25** Any items that could be construed as campaigning
- 10.26** Community outreach items exceeding \$2 per item
- 10.27** Technology Fees
- 10.28** Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

## **EXHIBIT D**



### **UNIFORM GENERAL CONDITIONS**

#### **TABLE OF ARTICLES**

<b>1</b>	<b>GENERAL PROVISIONS</b>
<b>2</b>	<b>OWNER</b>
<b>3</b>	<b>CONTRACTOR</b>
<b>4</b>	<b>ARCHITECT</b>
<b>5</b>	<b>SUBCONTRACTORS</b>
<b>6</b>	<b>CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS</b>
<b>7</b>	<b>CHANGES IN THE WORK</b>
<b>8</b>	<b>TIME</b>
<b>9</b>	<b>PAYMENTS AND COMPLETION</b>
<b>10</b>	<b>PROTECTION OF PERSONS AND PROPERTY</b>
<b>11</b>	<b>INSURANCE AND BONDS</b>
<b>12</b>	<b>UNCOVERING AND CORRECTION OF WORK</b>
<b>13</b>	<b>MISCELLANEOUS PROVISIONS</b>
<b>14</b>	<b>TERMINATION OR SUSPENSION OF THE CONTRACT</b>
<b>15</b>	<b>CLAIMS AND DISPUTES</b>



## **ARTICLE 1 GENERAL PROVISIONS**

### **1.1 BASIC DEFINITIONS**

#### **1.1.1 CONTRACT DOCUMENTS**

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### **1.1.2 CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

#### **1.1.3 WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### **1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

### **1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

### **1.1.7 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

### **1.1.8 KNOWLEDGE**

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

### **1.1.9 PRODUCT**

Materials, systems, and equipment incorporated or to be incorporated in the Work.

### **1.1.10 PROVIDE**

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

### **1.1.11 FURNISH**

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

### **1.1.12 INSTALL**

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

## **1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

### **1.2.1**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

### **1.2.2**

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

### **1.2.3**

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

- .1** Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.
- .2** Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

## **1.3 CAPITALIZATION**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

## **1.4 INTERPRETATION**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

## **1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE**

### **1.5.1**

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

### **1.5.2**

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

## **1.6 TRANSMISSION OF DATA IN DIGITAL FORM**

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

## **ARTICLE 2 OWNER**

### **2.1 GENERAL**

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

### **2.2 OWNER**

### **2.2.1 Appropriation of Funds by Owner**

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

### **2.2.2**

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

### **2.2.3**

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

### **2.2.4**

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

### **2.2.5**

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

## **2.3 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

## **2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **2.5 EXTENT OF OWNER RIGHTS**

### **2.5.1**

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

### **2.5.2**

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

## **2.6 OWNER'S RIGHT TO RECORDS**

### **2.6.1**

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

#### **2.6.2**

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

#### **2.6.3**

Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

#### **2.6.4**

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

### **ARTICLE 3 CONTRACTOR**

#### **3.1 GENERAL**

##### **3.1.1**

The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

##### **3.1.2**

The Contractor shall perform the Work in strict accordance with the Contract Documents.

##### **3.1.3**

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's



administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

#### **3.2.1**

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

#### **3.2.2**

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

- .1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.
- .2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

### **3.2.3**

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

### **3.2.4**

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

#### **3.3.1**

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

#### **3.3.2**

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

#### **3.3.3**

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

#### **3.3.4**

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

### 3.4 LABOR AND MATERIALS

#### 3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

- .1 Duty to Pay Prevailing Wage Rates.** The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the “Prevailing Wage Schedule”, as defined in **Paragraph 3.4.1.2** below. The specified wage rates are minimum rates only and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The “Prevailing Wage Schedule” is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

  - a)** For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker’s job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.
  - b)** A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.
- .2 Prevailing Wage Schedule.** Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at <https://sam.gov/search/?index=dbra> (the “Prevailing Wage Schedule”). Should the Contractor at any time become aware that a particular skill or trade not reflected on

the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

- .3 Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars (\$60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.
- .4 Complaints of Violations of Prevailing Wage Rates.** Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.
- .5 Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15<sup>th</sup>) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11<sup>th</sup>) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.
- .6 Arbitration Award.** If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount

of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

- .7 Prevailing Wage Retainage.** Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars (\$60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.
- .8 No Extension of Time.** If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

#### **3.4.2**

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

- .1** The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the

substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

#### **3.4.3**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

#### **3.4.4**

The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

#### **3.4.5.**

In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

### **3.5 WARRANTY**

#### **3.5.1**

The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of

product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- .1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

### **3.5.2**

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

## **3.6 TAXES**

**State Sales and Use Taxes.** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

## **3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS**

### **3.7.1**

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be



imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

### **3.7.2**

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

### **3.7.3**

If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

### **3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

### **3.7.5**

If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

### 3.8 ALLOWANCES

#### 3.8.1

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

#### 3.8.2

Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

### 3.9 SUPERINTENDENT

#### 3.9.1

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

#### 3.9.2

The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

### **3.9.3**

The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

## **3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

### **3.10.1**

The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

### **3.10.2**

The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

### **3.10.3**

The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **3.10.4**

The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

#### **3.10.5**

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

### **3.11 DOCUMENTS AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

#### **3.12.1**

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

#### **3.12.2**

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

#### **3.12.3**

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

#### **3.12.4**

Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

#### **3.12.5**

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

#### **3.12.6**

By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

#### **3.12.7**

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

#### **3.12.8**

The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

### **3.12.9**

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

### **3.12.10**

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

## **3.13 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

## **3.14 CUTTING AND PATCHING**

### **3.14.1**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

#### **3.14.2**

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **3.15 CLEANING UP**

#### **3.15.1**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

#### **3.15.2**

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### **3.16 ACCESS TO WORK**

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

### **3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **3.18 INDEMNIFICATION**

#### **3.18.1 INDEMNITY**

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

#### **3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS**

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

#### **3.18.3**

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,



DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

## **ARTICLE 4 ARCHITECT**

### **4.1 GENERAL**

#### **4.1.1**

The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

#### **4.1.2**

Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

#### **4.1.3**

In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

### **4.2 ADMINISTRATION OF THE CONTRACT**

#### **4.2.1**

The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

#### **4.2.2**

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

#### **4.2.3**

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### **4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

#### **4.2.5**

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

#### **4.2.6**

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

#### **4.2.7**

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

#### **4.2.8**

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

#### **4.2.9**

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

#### **4.2.10**

If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

#### **4.2.11**

If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

#### **4.2.12**

Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

#### **4.2.13**

The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

#### **4.2.14**

The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **5.1 DEFINITIONS**

#### **5.1.1**

A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

#### **5.1.2**

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## **5.2 AWARD OF SUBCONTRACTS**

### **5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS**

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

- .1** the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and
- .2** the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.
- .3 Review of Bids or Proposals.** Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7<sup>th</sup>) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

### **5.2.2**

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

### **5.2.3**

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

#### **5.2.4**

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

### **5.3 SUBCONTRACTUAL RELATIONS**

#### **5.3.1**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **5.3.2**

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

#### **5.4.1**

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

- .1 Contractor is in default under the Contract Documents; or
- .2 Owner has terminated the Contract in accordance with the Contract Documents; and
- .3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

#### **5.4.2**

Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

#### **5.4.3**

Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

#### **5.4.4**

The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

#### **6.1.1**

The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

### **6.1.2**

When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

### **6.1.3**

The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

## **6.2 MUTUAL RESPONSIBILITY**

### **6.2.1**

The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

### **6.2.2**

If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

### **6.2.3**

The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

### **6.2.4**

The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.



#### **6.2.5**

The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

#### **6.2.6**

All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

### **6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **7.1 GENERAL**

#### **7.1.1**

Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

#### **7.1.2**

A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

#### **7.1.3**

Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

## **7.2 CHANGE ORDERS**

### **7.2.1**

A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1** The change in the Work;
- .2** The amount of the adjustment, if any, in the Contract Sum; and
- .3** The extent of the adjustment, if any, in the Contract Time.

### **7.2.2**

Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

### **7.2.3**

Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

## **7.3 CONSTRUCTION CHANGE DIRECTIVES**

### **7.3.1**

A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

### **7.3.2**

A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

### **7.3.3**

If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in **Paragraph 7.3.7**.

#### **7.3.4**

If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

#### **7.3.5**

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

#### **7.3.6**

A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

#### **7.3.7**

If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

#### **7.3.8**

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

#### **7.3.9**

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

#### **7.3.10**

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

### **7.4 MINOR CHANGES IN THE WORK**

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

## **ARTICLE 8 TIME**

## 8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

## 8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

## 8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

### 8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

- .1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.
- .2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

### **8.3.2 SCHEDULE UPDATES**

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

### **8.3.3**

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

- .1** Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.
- .2** Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.
- .3** Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

## **8.4 COMPLETION OF WORK**

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

### **8.4.1**

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

- .1 An increase in working forces.
- .2 An increase in equipment or tools.
- .3 An increase in hours of work or number of shifts.
- .4 Expedite delivery of materials.
- .5 Other action proposed, if acceptable to Owner.

#### **8.4.2**

Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contractor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

### **8.5 MODIFICATION OF CONTRACT TIME**

#### **8.5.1**

Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

#### **8.5.2**

When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

- .1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

- A.** Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10<sup>th</sup>) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.
  - B.** At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.
- .2 Excusable Delay.** Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:
  - A.** Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.
  - B.** Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.
  - C.** Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.
  - D.** Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.
  - E.** Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.
  - F.** Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.
  - G.** Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

### **8.5.3**

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**



**8.5.2.2.D** and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

## **8.6 NO DAMAGES FOR DELAY**

Contractor has no claim for monetary damages for delay or hindrances to the work from any cause, including without limitation any act or omission of Owner.

## **8.7 CONCURRENT DELAY**

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

## **8.8 OTHER TIME EXTENSION REQUESTS**

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

### **8.8.1**

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

### **8.8.2**

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

### **8.8.3 CONTENTS OF TIME EXTENSION REQUESTS**

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

- .1** The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

- .2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.
- .3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

#### **8.8.4 OWNER'S RESPONSE**

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

- .1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.
- .2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

#### **8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME**

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

#### **8.10 LIQUIDATED DAMAGES**

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

### **ARTICLE 9 PAYMENTS AND COMPLETION**

#### **9.1 CONTRACT SUM**

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

## 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

## 9.3 APPLICATIONS FOR PAYMENT

### 9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2.**, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

- .1** As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.
- .2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- .3** If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:
  - a)** With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
  - b)** With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors

establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

- c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars (\$5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
- d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and
- e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

### 9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

### 9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material

suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

- .1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.
- .2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.
- .3 **Retainage.** The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.
- .4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

## **9.4 CERTIFICATES FOR PAYMENT**

### **9.4.1**

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

### **9.4.2**

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in

accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

### **9.5.1**

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

- .1** defective Work not remedied;
- .2** third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5** damage to the Owner or a separate contractor;

- .6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
- .7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);
- .8 failure to include sufficient documentation to support the amount of payment requested for the Project;
- .9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or
- .10 repeated failure to carry out the Work in accordance with the Contract Documents.

#### **9.5.2**

When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

### **9.6 PROGRESS PAYMENTS**

#### **9.6.1**

The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

#### **9.6.2**

The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

#### **9.6.3**

The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

#### **9.6.4**

Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

#### **9.6.5**

A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

### **9.7 FAILURE OF PAYMENT**

#### **9.7.1**

If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

#### **9.7.2**

If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

### **9.8 SUBSTANTIAL COMPLETION**

#### **9.8.1**

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.



### **9.8.2**

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

### **9.8.3**

Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

### **9.8.4**

When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

### **9.8.5**

The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

## **9.9 PARTIAL OCCUPANCY OR USE**

### **9.9.1**

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially

complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

#### **9.9.2**

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

#### **9.9.3**

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### **9.10 FINAL COMPLETION AND FINAL PAYMENT**

#### **9.10.1**

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

#### **9.10.2**

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire

until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

#### **9.10.3**

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of warranties required by the Contract Documents.

#### **9.10.4**

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### **10.2 SAFETY OF PERSONS AND PROPERTY**

#### **10.2.1**

The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

#### **10.2.2**

The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

#### **10.2.3**

The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

#### **10.2.4**

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

#### **10.2.5**

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

#### **10.2.6**

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

#### **10.2.7**

The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### **10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### **10.2.9**

When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

#### **10.2.10**

The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

### **10.3 HAZARDOUS MATERIALS**

#### **10.3.1**

The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

#### **10.3.2**

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

#### **10.3.3**

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the

Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

#### **10.3.4**

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

### **10.4 EMERGENCIES**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

## **ARTICLE 11 INSURANCE AND BONDS**

### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

#### **11.1.1**

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4** Claims for damages insured by usual personal injury liability coverage;
- .5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

#### **11.1.2**

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

#### **11.1.3**

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with

**Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

#### **11.1.4**

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

### **11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

### **11.3 PROPERTY INSURANCE**

#### **11.3.1**

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

- .1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall



cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

- .2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.
- .3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was caused by Contractor's negligence or breach of the Contract.
- .4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- .5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### **11.3.2 WAIVERS OF SUBROGATION**

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors

described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

#### **11.3.3**

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

### **11.4 BONDS**

#### **11.4.1**

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

#### **11.4.2**

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars (\$50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

#### **11.4.3**

A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars (\$25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

#### **11.4.4 Warranty Bond.**

Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for

Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

#### **11.4.5**

Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

#### **11.4.6**

Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trustee to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

#### **11.4.7**

Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

#### **11.4.8**

The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

#### **11.4.9**

Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

#### **11.4.10 Claims on Payment Bonds.**

Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

#### **11.4.11 Payment Claims when Payment Bond not Required.**

When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars (\$25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

#### **11.4.12**

Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

### **11.5 GENERAL REQUIREMENTS**

#### **11.5.1**

Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

#### **11.5.2**

If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **12.1 UNCOVERING OF WORK**

#### **12.1.1**

If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

### **12.1.2**

If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

## **12.2 CORRECTION OF WORK**

### **12.2.1**

The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

### **12.2.2 AFTER SUBSTANTIAL COMPLETION**

- .1** In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.
- .2** The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

### **12.2.3**

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

### **12.2.4**

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

### **12.2.5**

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## **12.3 ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **13.1 GOVERNING LAW**

The Contract shall be governed by the law of Williamson County, Texas.

### **13.2 SUCCESSORS AND ASSIGNS**

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

### **13.3 WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### **13.4 RIGHTS AND REMEDIES**

#### **13.4.1**

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

#### **13.4.2**

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

### **13.5 TESTS AND INSPECTIONS**

#### **13.5.1**

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

#### **13.5.2**

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

### **13.5.3**

If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

### **13.5.4**

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

### **13.5.5**

If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

### **13.5.6**

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

## **13.6 INTEREST**

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

### **13.6.1**

**one percent (1%); and**

### **13.6.2**

the prime rate as published in the Wall Street Journal on the **first (1<sup>st</sup>) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

## **13.7 TIME LIMITS ON CLAIMS**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.



### **13.8 APPLICATION TO SUBCONTRACTS**

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

### **13.9 GENERAL PROVISIONS**

#### **13.9.1**

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

#### **13.9.2**

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

### **13.10 NO ORAL WAIVER**

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

### **13.11 TEXAS PUBLIC INFORMATION ACT**

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of

no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

### **13.12 EQUAL OPPORTUNITY IN EMPLOYMENT**

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14.1 TERMINATION BY THE CONTRACTOR**

#### **14.1.1**

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2** An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

#### **14.1.2**

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

#### **14.1.3**

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

### **14.2 TERMINATION BY THE OWNER FOR CAUSE**

#### **14.2.1**

The Owner may terminate the Contract if the Contractor

- .1** fails to commence the Work in accordance with the provisions of the Contract,
- .2** fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,
- .3** fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,
- .4** fails to perform any of its obligations under the Contract,
- .5** fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,
- .6** files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,
- .7** creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

- .8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

#### **14.2.2**

When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to **Section 5.4**; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

#### **14.2.3**

When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

#### **14.2.4**

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

### **14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

#### **14.3.1**

The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

#### **14.3.2**

The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### **14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

##### **14.4.1**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

##### **14.4.2**

Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

##### **14.4.3**

Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **15.1 CLAIMS**

##### **15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

### **15.1.2 NOTICE OF CLAIMS**

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

### **15.1.3 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

### **15.1.4 CLAIMS FOR ADDITIONAL COST**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

### **15.1.5 CLAIMS FOR ADDITIONAL TIME**

- .1** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- .2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

## **15.2 MEDIATION**

### **15.2.1**

Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

### **15.2.2**

The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

### **15.2.3**

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### **15.2.4**

All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

### **15.2.5 NO WAIVER OF IMMUNITY**

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

# Williamson County

Attn: Tom Stanfield  
3101 SE Inner Loop  
Georgetown TX 78626

## WILCO Jail Magistrate Court / Elevator / Chiller

# VAUGHN

### ESTIMATE SUMMARY

Date: 8/6/21

Construction Cost Summary - Renovation		
01 - General Conditions		
Project Management	\$	37,250
Project Supervision	\$	65,200
General Cleanup	\$	21,800
Temporary Protection	\$	1,000
Safety	\$	1,425
Temporary Utilities	\$	6,550
Drinking Water	\$	140
	\$	-
02 - Removals (Demolition)	\$	57,635
03 - Concrete	\$	26,500
04 - Masonry	\$	131,625
05 - Metals	\$	24,000
06 - Woods, Plastics, and Composites	\$	45,000
07 - Thermal and Moisture Protection	\$	5,000
08 - Openings	\$	131,696
09 - Finishes (Framing, Expanded Metal, Drywall, and Painting a)	\$	140,761
10 - Specialties (Trim)	\$	23,000
11 - Equipment	\$	-
12 - Furnishings	\$	-
13 - Special Construction	\$	177,887
14 - Conveying Equipment	\$	375,437
21 - Fire Suppression	\$	11,990
22 - Plumbing	\$	3,500
23 - HVAC	\$	262,971
26 - Electrical	\$	137,528
27 - Communications	\$	14,699
28 - Electronic Safety and Security	\$	-
31 - Earthwork	\$	-
32 - Exterior Site Improvements	\$	-
33 - Utilities	\$	-
Cost of Work Subtotal		\$1,702,594
Allowances		\$0
Fee		93,642.69
OMNIA R200107		34,051.89
Bond and Insurances		74,419.55
Total Construction Cost - Building Expansion		\$1,904,709

#### Notes:

- 1 Proposal includes performing work during normal hours
- 2 Proposal does not include grass replacement
- 3 Proposal does not include protection of vehicles
- 4 Proposal does not include locating or removing asbestos or other hazardous materials
- 5 Proposal does not include Street Closure Cost
- 6 Proposal does not include security upgrades
- 7 Proposal includes a 1 year workmanship warranty
- 8 Proposal assumes water supply to provided by Wilco
- 9 Proposal does not include storage bags for the Pacline system



**Commissioners Court - Regular Session****58.****Meeting Date:** 08/31/2021

T3082 Southeast Loop Phase 2 Demolition Change Order No. 1

**Submitted By:** Mayra Ramos, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of (\$12,682.90) for T3082 Southeast Loop Phase 2 Demolition (HCS, Inc. Commercial General Contractor) P: 463 Funding Source: Road Bond.

**Background**

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a decrease of \$12,682.90 to the Contract amount, for an adjusted Contract total of \$168,235.43. The original Contract amount was \$180,918.33. As a result of this and all Change Orders to-date, \$12,682.90 has been deducted from the Contract, resulting in an 7% net decrease in the Contract cost.

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**Fiscal Impact**

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

T3082 Southeast Loop Phase 2 Demolition Change Order No. 1

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Mayra Ramos

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 10:50 AM

Started On: 08/23/2021 03:29 PM

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: HCS, Inc. Commercial General Contractor

2. Change Order Work Limits: Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: T3082

Roadway: Southeast Loop  
Ph2 Demolition  
Project

CSJ  
Number: \_\_\_\_\_

5. Describe the work being revised:

**2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9).** This Change Order provides the final balancing for the overrun/underrun of Contract Quantities on the project, as a result of addressing field conditions not accounted for in the original plans.

6. Work to be performed in accordance with Items: see attached

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions/Specifications to the contract are attached: ☒ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

*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 8/23/2021

By 

Typed/Printed Name Terri Haskell

Typed/Printed Title Project  
Manager

## The following information must be provided

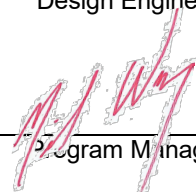
Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: (\$12,682.90)

## RECOMMENDED FOR EXECUTION:

 8/23/21  
Project Manager Date

N/A  
Design Engineer Date

 8/23/2021  
Program Manager Date

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

Design Engineer's Seal:

County Judge Date  
☐ APPROVED

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Project # T3082

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
004 WC	INSTALL WOODEN FENCE (6') PER DETAIL	LF	\$39.95	221.00	\$8,828.95	58.00	279.0000	\$11,146.05	\$2,317.10
999-WC01	FORCE ACCOUNT	DOL	\$1.00	15000.00	\$15,000.00	-15000.00	0.0000	\$0.00	(\$15,000.00)
TOTALS					\$23,828.95			\$11,146.05	(\$12,682.90)

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

**Williamson County Road Bond Program**

**Southeast Loop Phase 2 Demolition  
Williamson County Project No. T3082**

**Change Order No. 1**

**Reason for Change**

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a decrease of \$12,682.90 to the Contract amount, for an adjusted Contract total of \$168,235.43. The original Contract amount was \$180,918.33. As a result of this and all Change Orders to-date, \$12,682.90 has been deducted from the Contract, resulting in an 7% net decrease in the Contract cost. Zero (0) additional days will be added to the Contract as a result of this Change Order.

**HNTB Corporation**

Lowell Choate, P.E.

**Commissioners Court - Regular Session****59.****Meeting Date:** 08/31/2021

Southeast Loop (Corridor A1A2) JMT Contract Amendment No. 4

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No. 4 to the Southeast Loop (Corridor A1/A2) contract between Williamson County and Johnson, Mirmiran & Thompson, Inc. (JMT) relating to the 2019 Road Bond Program. Project: P392. Fund Source: Road Bonds.

**Background**

JMT contract amendment #4 increases the compensation cap by \$2,000,000.00 from \$4,500,000.00 to \$6,500,000.00. The additional money will allow for the execution of a Supplemental Work Authorization to take PS&E design for Southeast Loop Segment 2 (CR 137 to CR 404) from 45% to final 100% PS&E design (including right-of-way mapping, survey fieldwork, environmental fieldwork, geotechnical, and public involvement services). The amendment also adds HVJ sub-consultant rate categories to the Exhibit D.

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**Fiscal Impact**

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

SELoopCorridorA1A2-JMT-ContractAmendment4

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 10:50 AM

Started On: 08/25/2021 09:52 AM

**CONTRACT AMENDMENT NO. 4**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY LONG RANGE  
TRANSPORTATION CORRIDOR PROJECT:  
Corridor A-1 and A-2 ("Project")**

THIS CONTRACT AMENDMENT NO. 4 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 Johnson, Mirmiran & Thompson, Inc. (JMT) (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 13, 2017 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$4,500,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$4,500,000.00 to \$6,500,000.00.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D-4.

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: K. Flagg  
Signature

Kristi Flagg

Printed Name

Senior Vice President

Title

July 14, 2021

Date

**COUNTY:**

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

Printed Name

Title

Date

  
**7/15/2021**



## **EXHIBIT D-4**

### **RATE SCHEDULE**

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D-4 -Rate Schedule  
TRANSPORTATION CORRIDOR A-1

Johnson, Mirmiran & Thompson, Inc.

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour
Project Director	\$225.00
Sr. Project Manager	\$220.00
Senior Professional 2	\$200.00
Senior Professional 1	\$175.00
Professional 2 / Sr. Engineering Technician	\$150.00
Professional 1 / Engineering Technician	\$115.00
Admin / Clerical	\$ 65.00

Approved 3/13/2017

Exhibit D-4 -Rate Schedule  
TRANSPORTATION CORRIDOR A-1

Alliance Transportation Group, Inc.

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour
Project Principal	\$250.00
Senior Project Engineer	\$244.00
Senior Engineer	\$193.00
Project Engineer	\$144.00
Engineer-in-Training (EIT)	\$101.00
Senior Engineering Technician	\$133.00
Engineering Technician	\$90.00
Planning Director	\$230.00
Senior Travel Demand Modeler	\$182.00
Travel Demand Modeler III	\$137.00
Travel Demand Modeler II	\$117.00
Senior Planner	\$162.00
Planner II	\$125.00
Planner I	\$85.00
Project Administrator	\$104.00
Clerical	\$65.00

Approved 3/13/2017

Exhibit D-4 -Rate Schedule  
TRANSPORTATION CORRIDOR A-1

Buie & Co. Public Relations

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour
Principal	\$185.00
Account Manager	\$140.00
Graphic Designer	\$125.00
Account Coordinator	\$120.00
Administrative	\$58.00

Approved 3/13/2017

Exhibit D-4 -Rate Schedule  
TRANSPORTATION CORRIDOR A-1

Cox McLain Environmental Consulting, Inc.

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour
Sr. Environmental Scientist II	\$150.00
Sr. Environmental Scientist I	\$130.00
Environmental Professional II	\$110.00
Environmental Professional I	\$ 95.00
Environmental Staff III	\$ 85.00
Environmental Staff II	\$ 75.00
Environmental Staff I	\$ 65.00
Environmental Tech II	\$ 55.00
Environmental Tech I	\$ 45.00

Exhibit D-4 -Rate Schedule  
TRANSPORTATION CORRIDOR A-1

Cobb, Fendley & Associates, Inc.

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour
Senior Engineer	\$235.00
Project Engineer	\$125.00
Senior Tech	\$135.00
Tech	\$110.00
Senior Utility Specialist	\$150.00
Utility Specialist	\$125.00

Approved 3/13/2017

## Exhibit D-4 - Rate Schedule

HVJ, Inc.

Labor/Staff Classification

### FY 2017 Fully Burdened Labor Rates Per Hour

Senior Project Manager	\$175.00
Project Engineer	\$125.00
Staff Engineer	\$100.00
Senior Technician	\$ 60.00
Technician	\$ 55.00

Approved 3/13/2017

Exhibit D-4 -Rate Schedule  
TRANSPORTATION CORRIDOR A-1

P.E. Structural Consultants, Inc.

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour
Principal Engineer	\$ 200.00
Senior QC Engineer	\$ 165.00
Senior Project Manager	\$ 155.00
Senior Engineer	\$ 145.00
Project Engineer	\$ 120.00
Design Engineer	\$ 105.00
Engineer-in-Training II	\$ 95.00
Engineer-in-Training	\$ 87.00
Graduate Engineer	\$ 70.00
Senior CAD Manager	\$ 120.00
CAD Technician	\$ 85.00
Junior CAD Technician	\$ 70.00
Admin/Clerical	\$ 60.00

Approved 3/13/2017



Exhibit D-4 -Rate Schedule  
TRANSPORTATION CORRIDOR A-1

Rifeline

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour
President	\$200.00
Vice President	\$180.00
Sr. Public Affairs Manager	\$180.00
Director of Communications and Strategy	\$170.00
Public Involvement Manager	\$160.00
Community Outreach Manager	\$150.00
Community Outreach Coordinator	\$120.00
Admin/Clerical	\$58.00

Exhibit D– 4 - Rate Schedule  
TRANSPORTATION CORRIDOR A-1  
Surveying and Mapping, LLC

Labor/Staff Classification FY 2017 Fully Burdened Labor Rates Per Hour

Principal	\$170.00
Senior Project Manager	\$145.00
Project Manager	\$125.00
Senior Survey Technician	\$96.00
Survey Technician	\$88.00
Administrator/Clerical Support	\$70.00
Two (2) Person Survey Field Crew	\$130.00
Three (3) Person Survey Field Crew	\$160.00
Additional Rodperson, Chainperson, Flagperson	\$32.00
One (1) Person Survey Field Crew with Receiver or Robotic Total Station	\$105.00
Project Coordinator – Mobil LiDAR	\$120.70
Mobile LiDAR Processing Technician	\$96.56
Project Coordinator – AM	\$131.67
Certified Photogrammetrist	\$108.26
Analytical Triangulation Specialist	\$85.35
Aerial Mapping Technician	\$86.32
Orthophoto Specialist	\$86.32
Mapping Editor (includes QA/QC, Finishing and Finalization)	\$75.34
Aerial Office Technician	\$73.15
Project Coordinator – AP	\$115.02
Aerial Processing Technician	\$84.82
Project Coordinator – FWAL	\$110.37
Airborne LiDAR Processing Technician	\$86.29
Project Coordinator – HAL	\$110.46
Helicopter LiDAR Processing Technician	\$107.71
Geospatial Project Manager, Senior	\$215.00
Geospatial Project Manager	\$175.00
Photogrammetrist/Project Lead	\$115.00
2 Person UAS Crew – Unmanned Pilot & Observer	\$195.00
Pilot	\$130.00

Approved  
3/13/2017

Approved  
11/26/2019

Exhibit D-4 -Rate Schedule Direct  
Expenses TRANSPORTATION  
CORRIDOR A-1  
Johnson, Mirmiran & Thompson, Inc.

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	\$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	\$0.75
In-house Photocopies B/W (11" X 17")	Per Page	\$0.32
In-house Photocopies Color (11" X 17")	Per Page	\$1.50
In-house Plots (B/W on Bond)	SF	\$0.75
In-house Plots (Color on Bond)	SF	\$1.75
In-house Large Format Plotting	SF	\$2.50
In-house Mounting of Large Exhibits	SF	\$10.00

Approved 3/13/2017

Exhibit D-4 -Rate Schedule  
Direct Expenses  
TRANSPORTATION CORRIDOR A-1  
Alliance Transportation Group, Inc.

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	\$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	\$0.75
In-house Photocopies B/W (11" X 17")	Per Page	\$0.32
In-house Photocopies Color (11" X 17")	Per Page	\$1.50
24 Hour Counts (4)	Each	\$135.00
2-Hour Turning Movement Counts (2)	Each	\$650.00

Exhibit D-4 -Rate Schedule  
Direct Expenses  
TRANSPORTATION CORRIDOR A-1  
BUIE & Co. Public Relations

DESCRIPTION	UNIT	UNIT COST
In- house Photocopies B/W (8 1/2" X 11")	Per Page	\$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	\$0.75
In-house Photocopies B/W (11" X 17")	Per Page	\$0.32
In-house Photocopies Color (11" X 17")	Per Page	\$1.50

Exhibit D-4 -Rate Schedule  
Direct Expenses  
TRANSPORTATION CORRIDOR A-1  
Cox McLain Environmental Consulting, Inc.

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	\$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	\$0.75
In-house Photocopies B/W (11" X 17")	Per Page	\$0.32
In-house Photocopies Color (11" X 17")	Per Page	\$1.50
Hazardous Materials Database Search	Per Search	\$550.00
Environmental Database Search	Per Mile	\$250.00

Exhibit D-4 -Rate Schedule  
Direct Expenses  
TRANSPORTATION CORRIDOR A-1  
Cobb Fendley & Associates, Inc.

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	\$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	\$0.75
In-house Photocopies B/W (11" X 17")	Per Page	\$0.32
In-house Photocopies Color (11" X 17")	Per Page	\$1.50
In-house Plots (B/W on Bond)	SF	\$0.75
In-house Plots (Color on Bond)	SF	\$1.75

Exhibit D-4 - Rate Schedule  
Direct Expenses  
TRANSPORTATION CORRIDOR A-1  
HVJ, Inc.

DESCRIPTION	UNIT	UNIT COST
Rig Mobilization	Each	\$566.50
Undisturbed Sample Boring w/3" Shelby Tube	LF	\$22.50
Add Rock Coring (Rock Voing Cost-Soft&Hard Rock)	LF	\$22.50
Texas Cone Penetration	Each	\$25.00
Standard Penetration Test	Each	\$22.50
Grout Backfill	LF	\$5.00
Moisture Content	Each	\$18.00
Hydrometer Test	Each	\$200.00
Atterberg Limits Test	Each	\$75.00
Unconfined Compressive Strength Test	Each	\$65.00
Texas Triaxial Test	Each	\$1,750.00
Percent Passing No. 200 Sieve Test	Each	\$35.00
Sulfate Testing	Each	\$75.00
Soil pH Testing	Each	\$200.00
Consolidation Testing	Each	\$350.00
Swell Test	Each	\$300.00
Mobilization/Demobilization for Falling Weight	Each	\$400.00
FWD Equipment	Day	\$2,600.00
Sieve Analysis	Each	\$77.25
Consolidated Undrained Triaxial Testing	Each	\$725.00
Unconsolidated Undrained Triaxial Testing	Each	\$135.00
Soil Lime/Cement Compression Testing	Each	\$1,750.00
California Bearing Ratio Testing	Each	\$600.00
Traffic Control	Day	\$2,500.00
Clearing	Day	\$3,000.00

Highlighted Items are new

All other items approved 3/13/2017



Exhibit D-4 -Rate Schedule  
Direct Expenses  
TRANSPORTATION CORRIDOR A-1  
P.E. Structural Consultants, Inc.

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	\$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	\$0.75
In-house Photocopies B/W (11" X 17")	Per Page	\$0.32
In-house Photocopies Color (11" X 17")	Per Page	\$1.50
In-house Plots (B/W on Bond)	SF	\$0.75
In-house Plots (Color on Bond)	SF	\$1.75
In-house Large Format Plotting	SF	\$2.50
In-house Mounting of Large Exhibits	SF	\$10.00

Approved 3/13/2017

Exhibit D-4 -Rate Schedule  
Direct Expenses  
TRANSPORTATION CORRIDOR A-1  
Rifeline, LLC

DESCRIPTION	UNIT	UNIT COST
In- house Photocopies B/W (8 1/2" X 11")	Per Page	\$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	\$0.75
In-house Photocopies B/W (11" X 17")	Per Page	\$0.32
In-house Photocopies Color (11" X 17")	Per Page	\$1.50

Exhibit D-4 - Rate Schedule  
Direct Expenses  
TRANSPORTATION CORRIDOR A-1  
Surveying and Mapping, LLC

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	\$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	\$0.75
In-house Photocopies B/W (11" X 17")	Per Page	\$0.32
In-house Photocopies Color (11" X 17")	Per Page	\$1.50
In-house Plots (B/W on Bond)	SF	\$0.75
In-house Plots (Color on Bond)	SF	\$1.75
In-house Large Format Plotting	SF	\$2.50
In-house Mounting of Large Exhibits	SF	\$10.00
In-house Traffic Control	Day	\$1,500.00
GPS Receiver	Hour	\$25.00
Terrestrial Laser Scanner	Hour	\$80.00
LiDAR Workstation	Hour	\$25.00
Helicopter Rate	Hour	\$1,650.00
Aerial Lidar System	Day	\$6,500.00
Digital Imagery Processing	Each	\$20.00
LiDAR Mobile Mapping System	Day	\$6,000.00
Aerial Photography Flight Crew Fixed Wing Aircraft	Hour	\$180.00
LiDAR Flight Crew Fixed Wing Aircraft (includes Pilot and LiDAR Operator)	Hour	\$192.00
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	Hour	\$190.00
AP Transit Miles	Mile	\$5.90
AP Project Flight Miles	Mile	\$20.00
AP ABGPS Processing	Project	\$2,250.00
FWAL Transit Miles	Mile	\$6.00
FWAL Project Flight Miles	Mile	\$20.00
B&W processing (film, development, scanning)	Each	\$16.00
CIR processing (film, development, scanning)	Each	\$23.00
Color processing (film, development, scanning)	Each	\$26.00
Digital Image Processing	Each	\$20.00
UAS – DJI M600	Hour	\$150.00

Approved  
3/13/2017

Approved  
11/26/2019

**Commissioners Court - Regular Session****60.****Meeting Date:** 08/31/2021

Survey Access Agreement

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Survey Access Consent Form/Release of Liability and Indemnification Agreement with Fuessel Holdings, LLC for right of entry needed on the SE Loop Segment 3 project (Parcel 94).

**Background**

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**Fiscal Impact**

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

Survey Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 11:12 AM

Form Started By: Charlie Crossfield

Started On: 08/26/2021 10:45 AM

Final Approval Date: 08/26/2021

**SURVEY ACCESS CONSENT FORM / RELEASE OF LIABILITY  
AND INDEMNIFICATION AGREEMENT**

**WILLIAMSON COUNTY, TEXAS** ("COUNTY") is constructing, reconstructing, widening and/or maintaining improvements to the Southeast Loop/Corridor A-1 roadway improvement project (the "Project") across approximately 3.257 acres (Parcel 94, Part 1) and approximately 14.011 acres (Parcel 94, Part 2) of land in Williamson County, Texas, which property COUNTY seeks to acquire in fee simple, said property more particularly described or shown in Exhibits "A-B", attached hereto and incorporated herein for all purposes;(the "Survey Property"), and further described and depicted in the live pleadings in Cause No. 21-0921-CC2 in the County Court at Law No. 2 in Williamson County, Texas, and owned by **FUESSEL HOLDINGS, LLC** ("OWNER").

In consideration for access to the Survey Property by OWNER, by the signatures below, COUNTY hereby voluntarily executes this Survey Access Consent Form/Release of Liability and Indemnification Agreement (the "Agreement"). This Agreement does not grant easement or construction rights.

This Agreement outlines the scope of the COUNTY access to the Survey Property, wherein COUNTY seeks OWNER'S consent to access the Survey Property to perform the civil, environmental, geological and archaeological surveys on the Survey Property needed for the Project (the "Survey Operations"), including **up to three (3)** subsurface investigations (i.e., boring of core samples), provided however, that COUNTY visibly stakes and/or flags such bores and otherwise ensures that until such time as COUNTY has legal possession of the Survey Property, that no subsidence occurs in and/or around such bores.

COUNTY and/or COUNTY'S contractors, subcontractors, consultants and agents (each the "Survey Contractor"), will schedule with OWNER or OWNER's counsel a consecutive period of time in which to conduct the Survey Operations on the Survey Property such that the access period will not exceed FIVE (5) days, whether taken individually or consecutively.

COUNTY agrees that a minimum of 48 hours written or telephonic notice will be given to OWNER, as set forth in the Special Provisions below, by COUNTY or its Survey Contractor prior to COUNTY and/ or its Survey Contractor first entering the Survey Property.

COUNTY and/or its Survey Contractor will use their best efforts to schedule such Survey Operations in such a manner so as not to inconvenience OWNER.

COUNTY agrees that in no event may any access under this Agreement commence prior to 8:00 a.m. C.S.T. or continue past 5:00 p.m. C.S.T. on any given date of access, nor may access occur on any weekend, unless otherwise agreed by OWNER or OWNER's counsel in writing.

All equipment brought on to the Survey Property by COUNTY or its Survey Contractor(s) may not remain on the Survey Property overnight during such period of access.

COUNTY agrees that its access on the Survey Property is limited and that COUNTY and/or its Survey Contractor's may not access OWNER's adjacent property.

COUNTY agrees that notwithstanding any other provision herein, for safety purposes, there shall be **no wet-weather access** onto the Survey Property.

COUNTY \_\_\_\_\_ OWNER W. J.



COUNTY further acknowledges and understands that NO WARRANTY, EITHER EXPRESS OR IMPLIED, is made by OWNER as to the condition of (i) the Survey Property or (ii) any roads, buildings, gates or other improvements located on the Survey Property.

By executing this Agreement, COUNTY hereby expressly acknowledges and agrees that: (i) this document constitutes sufficient warning that dangerous conditions, risks and hazards may exist on the Survey Property, including, but not limited to, uneven terrain, holes, snakes, dangerous wildlife and livestock; and (ii) COUNTY'S participation in activities, including Survey Operations, exposes COUNTY, its employees, agents, representatives and subcontractors and their respective property, to the dangers and perils associated with such activities, including personal injury, property damage and even death. COUNTY on behalf of itself, and on behalf of its employees, agents, representatives, and subcontractors, hereby states that it expressly assumes all such dangers, risks, and hazards.

AS A MATERIAL PART OF THE CONSIDERATION FOR THE RIGHT TO ENTER AND TO ENGAGE IN ACTIVITIES, INCLUDING SURVEY OPERATIONS, ON THE SURVEY PROPERTY, TO THE EXTENT ALLOWED BY LAW, COUNTY HEREBY RELEASES AND AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER, OWNER'S MANAGERS, MEMBERS, HEIRS, EXECUTORS, LESSEES, ADMINISTRATORS AND OWNER'S RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND EACH OF THE FOREGOING'S RESPECTIVE AGENTS, EMPLOYEES, HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, (ALL THOSE PARTIES REFERENCED ABOVE IN THIS PARAGRAPH BEING HEREIN COLLECTIVELY CALLED THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES AND DAMAGES, INCLUDING THOSE RELATING TO BODILY INJURIES AND DEATH AND FURTHER INCLUDING ATTORNEYS' FEES AND COURT COSTS, RESULTING FROM AND/OR RELATING TO ANY FACTS OR CIRCUMSTANCES, ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM AND/OR RELATING TO THE SURVEY OPERATIONS ON THE SURVEY PROPERTY AND/OR THE USE OF THE SURVEY PROPERTY. COUNTY HEREBY FURTHER COVENANTS AND AGREES THAT ON BEHALF OF ITSELF ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, EXECUTORS, SUCCESSORS AND ASSIGNS NOT TO MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST ANY OF THE INDEMNIFIED PARTIES, INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH, ARISING OUT OF THE PROPERTY CONDITION OR PREMISES LIABILITY.

COUNTY further agrees that COUNTY and/or its Survey Contractor(s) will not trim, remove and/or cut any trees or growing crops located on the Survey Property during the Survey Operations. COUNTY will take precautions to care for the Survey Property, including, but not limited to, securing gates for livestock, removing its litter, and adhering to any other Special Provisions OWNER may require and as set forth in the Special Provisions below.

To the extent allowed by law, COUNTY agrees to pay for any actual damages to the Survey Property as a result of its access to the Survey Property, including, but not limited to, any actual damages to trees, growing crops, livestock timber or fences. COUNTY expressly agrees that it will cause the Survey Property to be left as nearly as possible in the condition it existed prior to the exercise of the rights granted herein.

COUNTY represents and agrees that COUNTY and its Survey Contractor(s) are prohibited from bringing firearms of any sort onto the Survey Property. COUNTY further represents that it has advised its Survey Contractor(s) of this firearm prohibition.

COUNTY \_\_\_\_\_ OWNER H.F.

COUNTY represents to OWNER that COUNTY maintains general liability insurance. COUNTY further represents to OWNER that COUNTY has required its Survey Contractor(s) to maintain commercial general liability insurance. COUNTY agrees that its Survey Contractor(s) shall be required to produce evidence of such commercial general liability insurance prior to access onto the Survey Property if requested by OWNER.

The Survey Contractors shall at all times remain respectful and polite to OWNER and shall produce identification if so requested by OWNER, the refusal of same being immediate grounds to refuse further entry of such individual onto the Survey Property.

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or oral or written agreement between the parties with respect to the subject matter of this Agreement. The terms of this Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and including the Indemnified Parties.

**SPECIAL PROVISIONS:**

1. COUNTY and/or its Survey Contractor shall contact **Jim Spivey** at **jkspivey@svtxlaw.com** to schedule and confirm initial entry on to the Survey Property to commence Survey Operations.
2. Thereafter and until Survey Operations are complete, COUNTY and/or its Survey Contractor shall check in at the beginning of each day on the Survey Property with **Jim Spivey** at **jkspivey@svtxlaw.com** to give OWNER the opportunity to coordinate ranch operations. Special attention is called to any cattle grazing on the Survey Property.
3. COUNTY agrees that Survey Operations shall begin by 9/7/2021 and be completed by 9/10/2021.
4. Other: \_\_\_\_\_

**BY OWNER:**

DATE: 8-25-2021

BY: Norman Fuessel

Printed Name: Norman Fuessel

**BY WILLIAMSON COUNTY, TEXAS:**

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

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

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

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

For WILLIAMSON COUNTY, TEXAS

COUNTY \_\_\_\_\_ OWNER \_\_\_\_\_

**Commissioners Court - Regular Session****61.****Meeting Date:** 08/31/2021

Rule 11 Agreement

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Rule 11 Condemnation Settlement Agreement with William A. Rogers, Jr. as the Trustee of the Tiffany Tankersely Wolfe 1997 Children's Trust for right of way needed on the SE Loop Project - Segment 1 (Parcel 26).  
Funding Source: Road Bonds P463.

**Background**

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**Fiscal Impact**

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

Rule 11 Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 11:13 AM

Started On: 08/26/2021 10:48 AM



# Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8732 (D) • fax 512-255-8986

mylan@scrrlaw.com

August 19, 2021

## RULE 11 CONDEMNATION SETTLEMENT AGREEMENT

Via e-mail [clough@barronadler.com](mailto:clough@barronadler.com)

Chris Clough

Barron, Adler, Clough & Oddo, LLP

808 Nueces Street

Austin, Texas 78701

(512) 478-4995

(512) 478-6022 (Fax)

Re: Williamson County—Southeast Loop

Cause No. 21-0720-CC4; *Wilco v. William A. Rogers, Jr. as the Trustee of the  
Tiffany Tankersely Wolfe 1997 Children's Trust*

Parcel No.: 26

Dear Chris:

Please allow this letter to constitute a Rule 11 Settlement Agreement between Williamson County, Texas ("County") and William A. Rogers, Jr. as the Trustee of the Tiffany Tankersely Wolfe 1997 Children's Trust ("your clients") in connection with the project identified herein and the fee simple right of way parcel interest to be acquired as part of the Southeast Loop Corridor road improvement project. The terms of this Agreement and the settlement reached are follows:

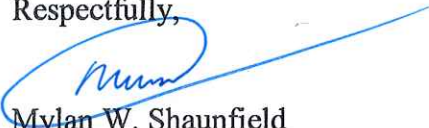
1. County agrees to pay, and your clients agree to accept, the total sum of Two Million Three Hundred Thousand and No/100 Dollars **(\$2,300,000)** in compensation to the Condemnees in the above referenced lawsuit for the acquisition of 39.849 acres sought to be acquired, and any damages to the remaining property of your clients not acquired, with such location and acquisition as further described in County's current pleading on file in this case.

The parties agree that an Agreed Special Commissioners Award in this amount shall be entered by the appointed commissioners at the hearing currently scheduled for August 24, 2021.

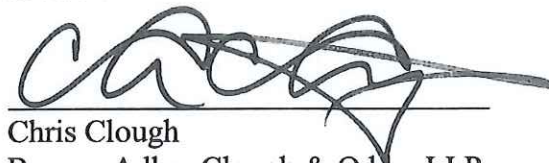
2. Your clients acknowledge \$1,530,268 was already paid to them, leaving a balance due of \$769,732.
3. It is agreed that all provisions of the fully executed PUA from July 13, 2021, attached hereto as Exhibit "A," are incorporated within this agreement.
4. It is agreed that neither County nor your clients will file objections to the Award of Special Commissioners in this cause so long as the Williamson County Commissioners Court approves the \$2,300,000 settlement amount on August 31, 2021.
5. Subject to Williamson County Commissioner Court approval of this agreement, County agrees to deposit the remaining \$769,732 within the court's registry by September 28, 2021.

If this letter correctly sets forth the terms of our Rule 11 agreement and the settlement reached between the County and your clients, please so indicate by having the appropriate person execute this letter in the space indicated below on behalf of your clients.

Respectfully,

  
Mylan W. Shaunfield  
Sheets & Crossfield, PLLC  
Attorneys for County

**AGREED AND ACCEPTED:**



Chris Clough  
Barron, Adler, Clough & Oddo, LLP  
Attorneys for William A. Rogers, Jr. as the Trustee of the Tiffany Tankersely Wolfe 1997  
Children's Trust  
Date: 8/19/21

**AGREED AND ACCEPTED:**

WILLIAMSON COUNTY, TEXAS

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

**Commissioners Court - Regular Session****62.****Meeting Date:** 08/31/2021

CR 200 ILA

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Agreement for Completing Design Services and Construction Related to Relocation of Georgetown Waterline Improvements Along County Road 200 and an Amendment of Easement Agreement with the City of Georgetown.

**Background**

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**Fiscal Impact**

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

Agreement  
Amendment

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 11:15 AM

Form Started By: Charlie Crossfield

Started On: 08/26/2021 10:50 AM

Final Approval Date: 08/26/2021

**INTERLOCAL AGREEMENT  
FOR COMPLETING DESIGN SERVICES AND CONSTRUCTION  
RELATED TO RELOCATION OF GEORGETOWN WATER LINE IMPROVEMENTS  
ALONG COUNTY ROAD 200**

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

**THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS** (“**Agreement**”) is entered into between the City of Georgetown, Texas, a Texas municipal corporation (the “**City**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

**WHEREAS**, the County is and has been in the process of making road improvements to County Road 200 between its intersection with Texas Highway 29 to approximately County Road 201 (the “**County Project**”); and

**WHEREAS**, the proposed CR 200 roadway improvements include the widening of the right-of-way into an easement(s) in which the City’s water system improvements (the “**Waterline**”) are located; and

**WHEREAS**, in connection with the construction of the roadway improvements, the County desires to relocate a portion of the Waterline (the “**City Project**”); and

**WHEREAS**, the City desires to cooperate with the County to facilitate the construction of the roadway improvements and the relocation of the Waterline; and

**WHEREAS**, the City desires to cooperate with the County to facilitate the construction of the roadway improvements and the relocation of the Waterline; and

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.  
PURPOSE**

**1.01 General.** The purpose of this Agreement is to provide for the County’s relocation and construction of the Waterline required by the County Project.

**1.02 Relocation of Waterline.** The County will relocate the Waterline based on the terms and conditions stated herein.

**1.03 Continuation of Service.** The County agrees that the County Project shall be undertaken so as to minimize any disruption of water service to existing City customers and will not result in the permanent loss of water service to any such customers.

## **II. CONSTRUCTION OF CITY PROJECT**

**2.01 General.** The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the City Project.

**2.02 County Obligations.** The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management and all other costs related to the Water Line Relocation. The County shall be responsible for all design, construction and project administration services for the Water Line Relocation.

**2.03 Construction Plans.** The County has submitted the plans and specifications related to the City Project to the City. A copy of the plans are attached hereto as **Exhibit "A"**. Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction.

**2.04 Inspection.** County shall notify the City in writing five days prior to commencement of construction of the Waterline. The City may inspect the relocation of the Waterline during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

**2.05 Permits.** The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

**2.06 Insurance, Bonds and Warranties.** The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the City Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the City for the City Project in amounts satisfactory to the City. The County shall transfer any warranties for the City Project to the City upon final completion and prior to acceptance of the project.

**2.07 Prior Rights.** The City's Waterline will be relocated from its current alignment within the City's easement to a new location within the right of way of County Road 200. Concurrent with this Agreement, the both parties shall execute an amendment to the easement(s) as identified in **Exhibit "B"** (Effected Easement(s)), in a form substantially similar to **Exhibit "C"**, which shall amend the easement area(s) of the Effected Easement(s) to correspond with location of the line location as approved per section 2.03. The City shall retain all of the same rights in the area within the right of way limits as the City had in the easement prior to the relocation of the Waterline.

## IV. DISPUTES

### **4.01 Material Breach; Notice and Opportunity to Cure.**

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

**4.02 Equitable Relief.** In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

**4.03 Agreement's Remedies Not Exclusive.** The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

## V. GENERAL PROVISIONS

**5.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

**5.02 NO LIABILITY OR WARRANTY OF SERVICES.** GEORGETOWN AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. GEORGETOWN AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT GEORGETOWN MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY GEORGETOWN, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER GEORGETOWN RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

**5.03 Term.** This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Water Line Relocation and written acceptance of the public improvements by Georgetown.

**5.04 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

**5.05**

**5.06 Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

**5.07 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**5.08 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the plans attached hereto as Exhibit "A."

**5.09 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**5.10 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

**5.11 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

**GEORGETOWN:** P.O. Box 409, Georgetown, Texas 78627  
300-1 Industrial Ave, Georgetown, Texas 78626  
Attn: City Manager  
Telephone: (512) 930-3652  
Facsimile: (512) 930-3559  
Email: [david.morgan@georgetown.org](mailto:david.morgan@georgetown.org)

**COUNTY:** 710 S. Main Street, Georgetown, Texas 78626  
Attn: William Gravell, Jr.  
Telephone: (512) 943-1550  
Facsimile: (512) 943-1662

**5.12 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**5.13 Authority.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**5.14 Effective Date.** This Agreement is executed to be effective on the date the last Party signs this Agreement.

*(SIGNATURES ON FOLLOWING PAGE)*



**CITY OF GEORGETOWN, TEXAS**

By: \_\_\_\_\_  
Josh Schroeder, Mayor

**ATTEST:**

By: Robyn Densmore  
Robyn Densmore, City Secretary

**APPROVED AS TO FORM:**

By: Skye Masson  
Skye Masson, City Attorney

**WILLIAMSON COUNTY, TEXAS**

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

**ATTEST:**

By: \_\_\_\_\_  
Nancy Rister, County Clerk

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON      §

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2019, by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

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

## Exhibit "A"

### Construction Plans



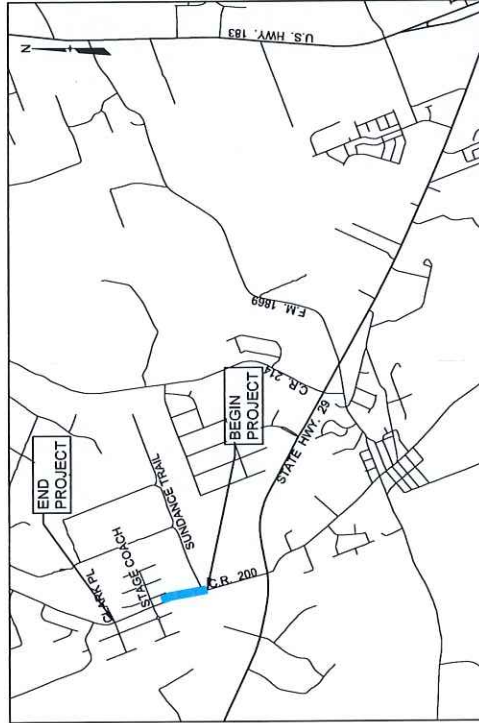
INDEX OF SHEETS

- C-001 TITLE SHEET
- C-002 GENERAL NOTES
- C-003 LEGEND, SYMBOLS AND ABBREVIATIONS
- C-100 KEY MAP
- C-101-103 PROPOSED 8" WATERLINE PLAN AND PROFILE SHEETS
- C-104 PROPOSED 8" SERVICE LINE PLAN AND PROFILE SHEET
- C-105 PROPOSED FIRE HYDRANT RELOCATION
- C-501-503 STANDARD DETAILS

WILLIAMSON COUNTY  
RECONSTRUCTION OF COUNTY ROAD 200  
8" WATER LINE RELOCATION  
100% SUBMITTAL

TOTAL LENGTH OF PROJECT: 1,130 LF  
PROJECT LIMITS: FROM SUNDANCE TRAIL TO CLARK PLACE ON CR 200

CONSTRUCTION OF 8" WATER LINE, WITH VALVES, APPURTENANCES, AND SERVICE CONNECTIONS FROM EXISTING 2" TO EXISTING 8", INCLUDING RECONNECTION TO EXISTING MAINS AND SERVICES



VICINITY MAP  
(NOT TO SCALE)

OWNER INFORMATION

OWNER:  
CITY OF GEORGETOWN, TEXAS  
300 INDUSTRIAL AVENUE  
GEORGETOWN, TEXAS 78626

CONTACT:  
MICHAEL HALLMARK  
512-930-3569

DESIGNER:  
COBB FENDLEY  
505 EAST HUNTLAND DRIVE, SUITE 100  
AUSTIN, TEXAS 78752

CONTACT:  
STANLEY FEES, P.E. C.F.M.  
512-834-9798

SUBMITTED FOR APPROVAL:



STANLEY RAY FEES, P.E.  
COBBFENDLEY, INC.

DATE

3/24/2020

APPROVALS:

CITY OF GEORGETOWN, TEXAS

DATE

Exhibit A

**CobbFendley**

TYPE NO. 274 / TEMPL NO. 10046701  
505 EAST HUNTLAND DRIVE, SUITE 485  
AUSTIN, TEXAS 78752  
512.834.9798 | FAX 512.834.5553  
WWW.COBBFENDLEY.COM

REV. NO.	REVISION DESCRIPTION	CORRECT AND VOID SHEET NUMBERS	APPRO. BY	DATE

### GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GEORGETOWN STANDARD SPECIFICATIONS.
2. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVISIONS OF THESE PLANS, THE CITY OF GEORGETOWN SHALL RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
3. DESIGN PROCEDURES SHALL BE IN COMPLIANCE WITH THE CITY OF GEORGETOWN ENGINEERING DESIGN GUIDELINES AND UNIFIED DEVELOPMENT CODE. ALL VARIATIONS OR VARIANCES ARE LISTED BELOW:
4. AFTER THE CONSTRUCTION PERMIT HAS BEEN ISSUED AND PRIOR TO THE BEGINNING OF CONSTRUCTION, THE OWNER OR HIS REPRESENTATIVE SHALL CONVEY A PRE-CONSTRUCTION CONFERENCE BETWEEN THE CITY OF GEORGETOWN, DESIGN ENGINEER, CONTRACTORS, WILLAMSON COUNTY (IF IN THE STATE), OTHER UTILITY ENGINEERS, AND THE CITY OF GEORGETOWN. THE CITY OF GEORGETOWN SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE PROPOSED MEETING TIME (915-490-5580).
5. THE CONTRACTOR SHALL GIVE THE CITY OF GEORGETOWN CONSTRUCTION INSPECTOR AT LEAST 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
6. ANY CHANGES OR REVISIONS TO THESE APPROVED PLANS MUST BE SUBMITTED BY THE DESIGN ENGINEER AND APPROVED BY THE CITY OF GEORGETOWN PRIOR TO CONSTRUCTION OF THE REVISION.
7. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., NOT PLANNED FOR DESTRUCTION OR REMOVAL OR OTHER PUBLIC INFRASTRUCTURE DAMAGED OR REMOVED WILL BE BY THE CONTRACTOR AT HIS EXPENSE BEFORE ACCEPTANCE OF THE SUBMISSION.
8. BENCHMARKS:  
SEE "SURVEY CONTROL DATA PLANS IN RECONSTRUCTION OF COUNTY ROAD 239, WILLAMSON COUNTY, TEXAS" FOR BENCHMARK INFORMATION.  
PREPARED BY:  
CIVIL ENGINEERING CONSULTANTS  
11550 IH-10 WEST, SUITE 395  
SARASOTA, TEXAS 76230  
PHONE: 817-419-9888
9. BLASTING OR BURNING SHALL NOT BE PERMITTED ON THIS PROJECT.
10. THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES WITH THE CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER IMMEDIATELY. THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR REVISIONS TO THE CONSTRUCTION PLANS. THE CITY OF GEORGETOWN SHALL NOT BE RESPONSIBLE FOR UTILITY SYSTEM. DIAL #403-344-2377, 48 HOURS BEFORE YOU DIG.
11. EXCESS SOIL SHALL BE REMOVED AT THE CONTRACTOR'S EXPENSE. NOTIFY THE CITY OF GEORGETOWN IF THE DISPOSAL SITE IS INSIDE THE CITY'S JURISDICTIONAL BOUNDARIES.
12. ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. REVEGETATION OF ALL DISTURBED AREAS OF THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AT THE CONTRACTOR'S OPTION.
13. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSPECT TEMPORARY EROSION CONTROL MEASURES ON A DAILY BASIS, ADJUST THE CONTROLS AND/OR REMOVE ANY SEDIMENT BUILDUP AS NECESSARY.
14. CONTRACTOR WILL BE RESPONSIBLE FOR KEEPING ROADS AND DRIVES ADJACENT TO AND NEAR THE SITE FREE FROM SOIL, SEDIMENT AND DEBRIS. CONTRACTOR WILL NOT BE RESPONSIBLE FOR THE REMOVAL OF EXCESS WATER. CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF EROSION CONTROL MEASURES. ONLY SHOULDER AND SWEEPING WILL BE ALLOWED. CONTRACTOR WILL BE RESPONSIBLE FOR ANY DUST CONTROL FROM THE SITE.
15. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.
16. ALL WET UTILITIES SHALL BE INSTALLED AND ALL DENSITIES MUST HAVE PASSED INSPECTIONS PRIOR TO THE INSTALLATION OF DRAIN UTILITIES.
17. A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO ANY PARTIAL OR COMPLETE ROADWAY CLOSURES. TRAFFIC CONTROL MEASURES, INCLUDING TRAFFIC SIGNALS, MUST BE SEALED BY A REGISTERED TEXAS PROFESSIONAL ENGINEER.

## EROSION AND SEDIMENTATION CONTROL NOTES

1. EROSION CONTROL MEASURES, SITE WORK, AND RESTORATION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GEORGETOWN'S SUBDIVISION CODE AND CONSTRUCTION STANDARDS MANUAL, EXCEPT AS NOTED BELOW AND APPROVED BY

## UTILITY NOTES

1. ALL CONSTRUCTION PLANS WERE PREPARED, SEALED, SIGNED AND DATED BY A TEXAS LICENSED PROFESSIONAL ENGINEER. THEREFORE BASED ON THE ENGINEER'S CONCURRENCE OF COMPLIANCE, THE CONSTRUCTION PLANS FOR CONSTRUCTION OF THE PROJECT SHALL BE CONSIDERED TO BE IN FULL COMPLIANCE WITH ALL CITY, STATE, CONSTRUCTION SPECIFICATIONS AND DETAILS MANUAL, AND ALL OTHER APPLICABLE CITY, STATE AND FEDERAL REQUIREMENTS AND CODES.
2. THIS PROJECT IS SUBJECT TO ALL CITY STANDARD SPECIFICATIONS AND DETAILS IN EFFECT AT THE TIME OF SUBMITTAL OF THE PROJECT TO THE CITY.
3. THE SITE CONSTRUCTION PLANS SHALL MEET ALL REQUIREMENTS OF THE APPROVED SITE PLAN.
4. WASTEWATER MAINS AND SERVICE LINES SHALL BE SDR 36 PVC.
5. WASTEWATER MAINS SHALL BE INSTALLED WITHOUT HORIZONTAL OR VERTICAL BENDS.
6. MAXIMUM DISTANCE BETWEEN WASTEWATER MANHOLES IS 500 FEET.
7. WASTEWATER MAINS SHALL BE LOW PRESSURE AIR TESTED AND MANHOLES TESTED BY THE CONTRACTOR ACCORDING TO CITY OF GEORGETOWN AND TCEQ REQUIREMENTS.
8. WASTEWATER MANHOLES SHALL BE VACUUM TESTED AND COATED BY THE CONTRACTOR ACCORDING TO CITY OF GEORGETOWN AND TCEQ REQUIREMENTS.
9. WASTEWATER MAINS SHALL BE CAMERA TESTED BY THE CONTRACTOR AND SUBMITTED TO THE CITY ON DVD FORMAT PRIOR TO PAVING THE STREETS.
10. PRIVATE WATER SYSTEM FIRE LINES SHALL BE TESTED BY THE CONTRACTOR TO 200 PSI FOR 2 HOURS.
11. PRIVATE WATER SYSTEM FIRE LINES SHALL BE DUCTILE IRON PIPING FROM THE WATER MAIN TO THE BUILDING SPRINKLER SYSTEM, AND 200 PSI CB60 PVC FOR ALL OTHERS.
12. PUBLIC WATER SYSTEM MAINS SHALL BE 150 PSI CB600 PVC OR 21" AND TESTED BY THE CONTRACTOR AT 150 PSI FOR 4 HOURS.
13. ALL BENDS AND CHANGES IN DIRECTION ON WATER MAINS SHALL BE RESTRAINED AND THAUST BUCKED.
14. LONG FIRE HYDRANT LEADS SHALL BE RESTRAINED.
15. ALL WATER LINES ARE TO BE BACTERIA TESTED BY THE CONTRACTOR ACCORDING TO THE CITY STANDARDS AND SPECIFICATIONS.
16. WATER AND SEWER MAIN CROSSINGS SHALL MEET ALL REQUIREMENTS OF THE TCEQ AND THE CITY.
17. **LIBERTY HIGH FIVE DEPARTMENT:**  
FIRE HYDRANTS MUST BE INSTALLED WITH THE CENTER OF THE RIV (IN) IN A STEAMER GRADE. ALL FIRE HYDRANTS SHALL BE FINISHED GRADE. THE FIVE (5) INCH OPENING MUST FACE THE DRIVEWAY OR STREET AND MUST BE TOTALLY UNOBSTRUCTED TO THE STREET. FIRE HYDRANT DESIGN SHALL BE 2-2 1/2" NST OUTLETS, 1-4.5" STORZ CONNECTED TO THE 4.5" INCH MAIN. THE 4.5" INCH MAIN SHALL BE 150 PSI CB600 PVC. THE 4.5" INCH MAIN SHALL BE PAINTED SILVER IN COLOR AND DESIGNATED BY A BLUE REFLECTOR IN THE CENTER OF THE STREET.

**CITY COUNCIL:**

2. SLOPES SHALL BE SODED OR SEEDED WITH THE APPROPRIATE GRASS, GRASS MIXTURES, OR GROUNDS COVER SUITABLE TO THE AREA AND SEASON TO WHICH THEY ARE APPLIED.
3. SILT FENCES, ROCK BERMS AND SIMILARLY RECOGNIZED TECHNIQUES AND MATERIALS SHALL BE USED TO PREVENT EROSION AND TO PREVENT THE EXCESSIVE ACCUMULATION OF SEDIMENTATION LOADING OF DOWNSIDE TRAIL FACILITIES. SUCH INSTALLATION SHALL BE REGULARLY INSPECTED BY THE CITY OF GEORGETOWN FOR EFFECTIVENESS. ADDITIONAL MEASURES MAY BE REQUIRED IF, IN THE OPINION OF THE CITY ENGINEER, THEY ARE WARRANTED.
4. ALL TEMPORARY EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL FINAL INSPECTION AND APPROVAL OF THE PROJECT BY THE ENGINEER.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL TEMPORARY EROSION CONTROL STRUCTURES AND TO REMOVE EACH STRUCTURE APPROVED BY THE ENGINEER.

**CobbFendley**  
1806 MO. RD. 2724 / TIERP LN. 10048701  
505 EAST HUNTINGLAND DRIVE, SUITE 100  
AUSTIN, TEXAS 78752  
612.343.9198 / FAX 612.343.7727  
WWW.COBBFENDLEY.COM

GENERAL NOTES	COUNTY ROAD 200 - 8" WATERLINE IMPROVEMENTS WILLIAMSON COUNTY, TEXAS
---------------	---



ROL. NO. 1403-BED-01  
 DESIGN: K. VANHOOSER  
 DRAWN: D. LITTLEFIELD  
 CHECK: L. PRINCE  
 APPR: E. FEES  
 DATE: MARCH 24, 2008



SHEET  
C-002







REV	NO.	REVISION DESCRIPTION	BY	DATE

**CobbFendley**  
512.471.1111  
WWW.COBBFENDELEY.COM  
505 EAST KENTUCKY DRIVE, SUITE 100  
AUSTIN, TEXAS 78702  
TYPE NO. C-214 / TERRAIN (SUNDANCE)  
DATE 3/24/2020

**KEYMAP**  
WILLIAMSON COUNTY, TEXAS  
COUNTY ROAD 200 - 8" WATERLINE IMPROVEMENTS

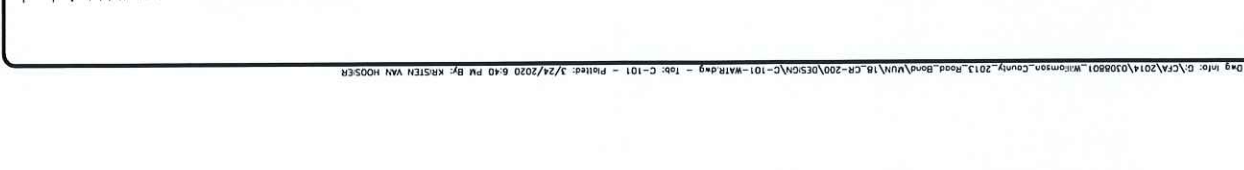
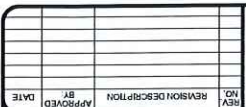


PROJ. NO. 19-000001  
DESIGNED BY: STANLEY BAY  
CHECKED BY: L. FRIED  
APPROVED BY: DATE: 3/24/2020

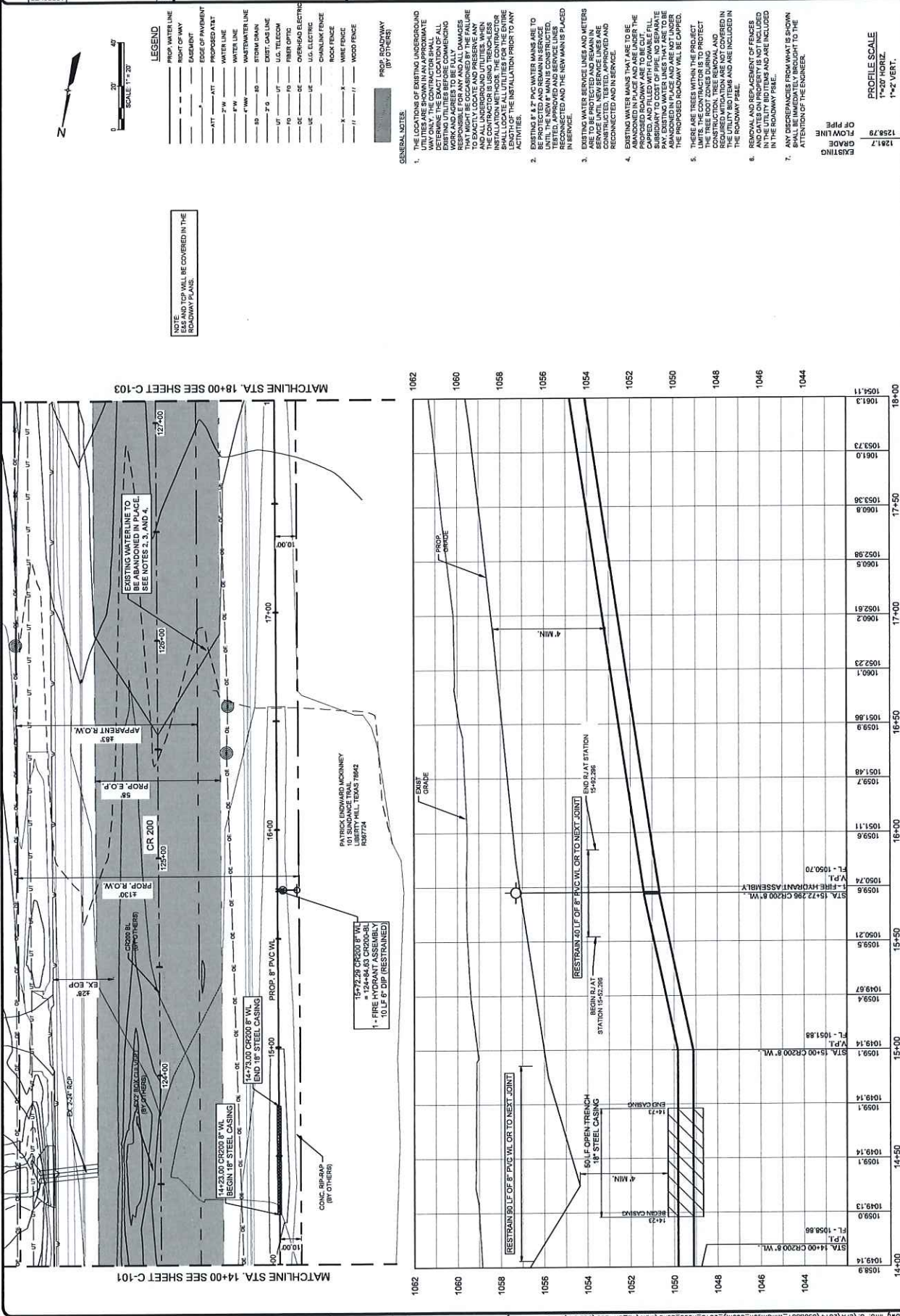
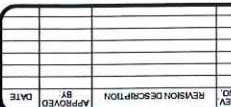
**STANLEY BAY**  
REGISTERED PROFESSIONAL ENGINEER  
NO. 13394  
EXPIRATION DATE 3/31/2025

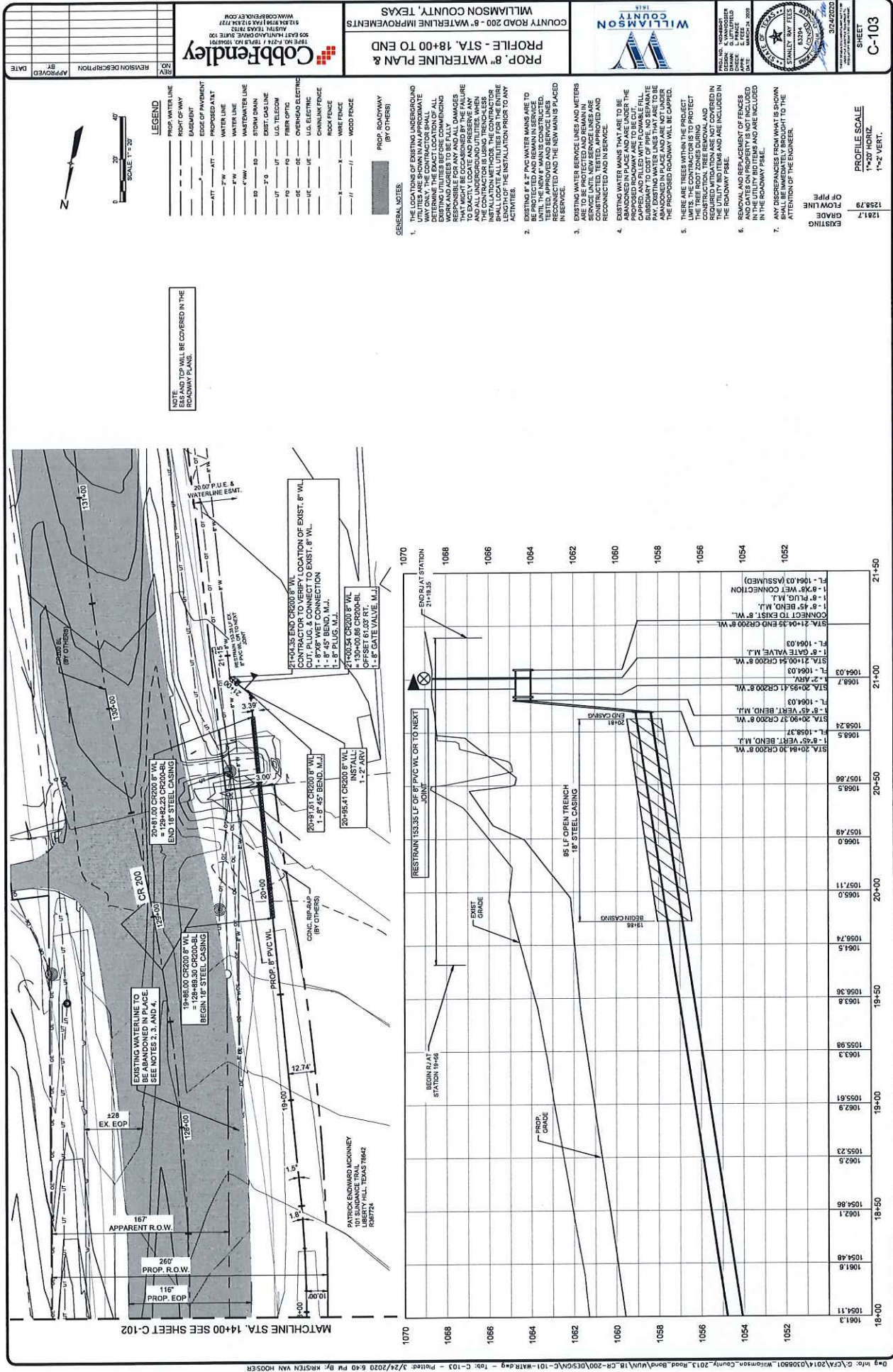
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**C-100**









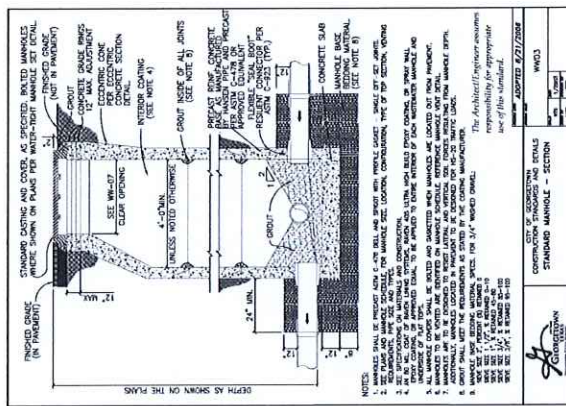
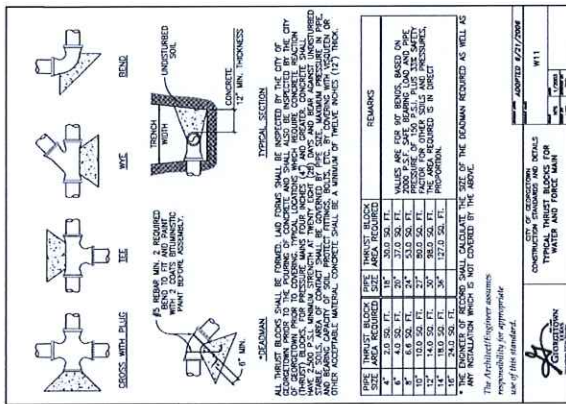
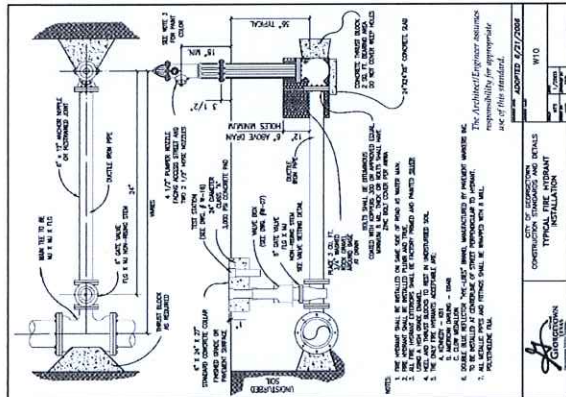






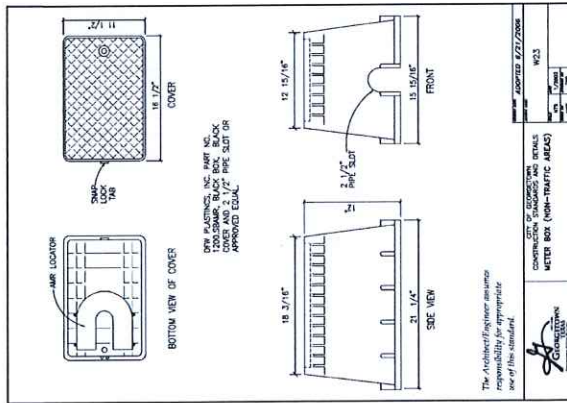
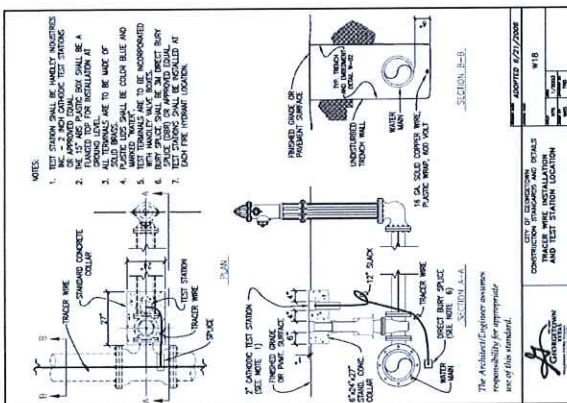
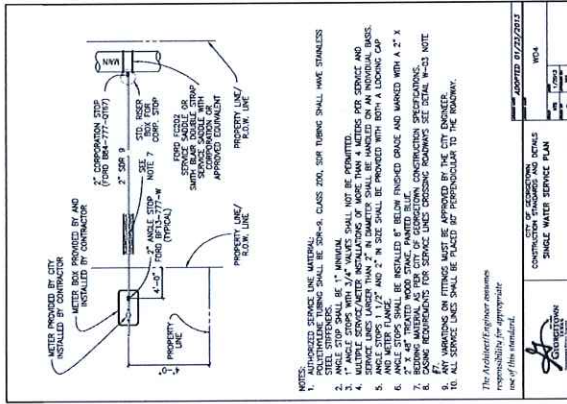
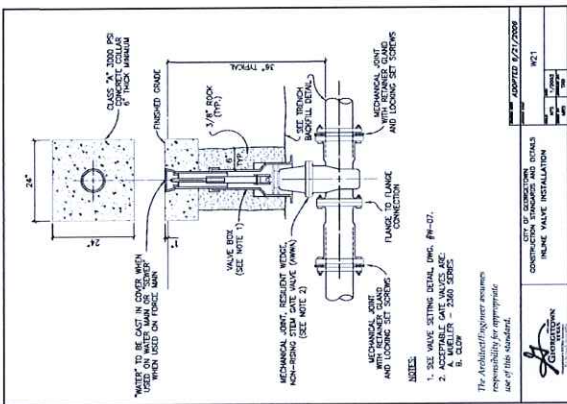
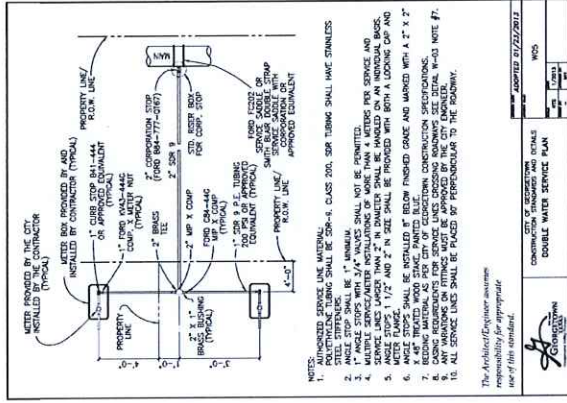
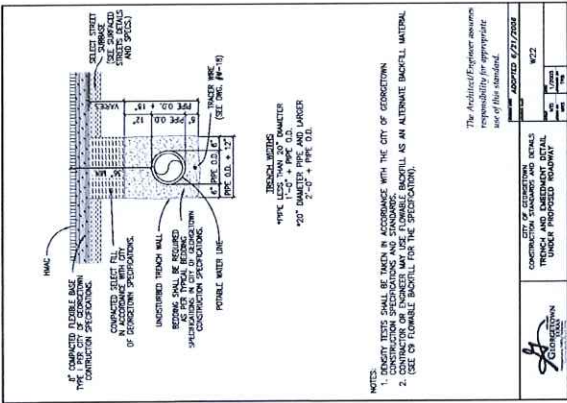












## Exhibit "B"

Effected Easement(s)



Instrument #	Date Filed	Document Type	Grantor	Grantee
2004083154	10/25/2004	Easement	Gilbreath, Larry G. & Julie L.	Chisholm Trail Water SPL

## Exhibit "C"

### Amendment Document

## AMENDMENT OF EASEMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§  
KNOW ALL MEN BY THESE PRESENTS:  
§

WHEREAS, the Chisholm Trail Special Utility District (CTSUD) acquired the easements referenced on Exhibit "A", attached hereto and incorporated herein for all purposes, (Waterline Easements) for the purposes of constructing, operating, and maintaining one or more potable waterlines; and,

WHEREAS, on September 12, 2014, the Waterline Easements were assigned to City of Georgetown, Texas according to Document No. 2014076202 of the Official Public Records of Williamson County, Texas, pursuant to the acquisition of CTSUD by the City; and,

WHEREAS, Williamson County (County) is in the process of widening and improving the County Road 200. Said widening will overtake and encroach into the Waterline Easements and involve installation of roadway improvements which will conflict with the existing location of the City's waterline within the Waterline Easements; and,

WHEREAS, the County and City wish to cooperate in the relocation of the Waterline Easements and corresponding infrastructure in order to allow the Project to move forward and protect the City's water system with minimal impact to the County, City, Project, and area property owners; and,

WHEREAS, the City and County have entered to an Interlocal Agreement dated \_\_\_\_\_, 2021, outlining the terms of the relocation of the City's infrastructure (ILA);

NOW THEREFORE, in consideration of the completion of the construction of the City's relocated infrastructure, the City and the County agree to the following:

1. The City, as successor-in-interest to CTSUD, and County, as successor-in-interest to the Grantor's of the Waterline Easements, hereby agree to amend the description of the area of the easements. From hereon and henceforth, the rights and interests of the City, as successor in interest to CTSUD, to the Waterline Easements shall apply only to the area described in Exhibit "B"; and,
2. The County shall be responsible for relocation of the City's waterline from its current position to new location in accordance with the ILA; and,
3. Nothing herein shall operate to release the perpetual easements granted to the City of Georgetown by the same instruments referenced herein, and said perpetual easements shall remain in full force and effect.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

*~Signature on Following Page~*

CITY OF GEORGETOWN

By: \_\_\_\_\_  
David Morgan, City Manager

APPROVED AS TO FORM, ONLY:

\_\_\_\_\_  
Skye Masson, City Attorney

STATE OF TEXAS

§  
§

CORPORATE ACKNOWLEDGMENT

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared **David Morgan**, a person known to me, in his capacity as the **City Manager for the City of Georgetown**, a Texas home-rule municipal corporation situated in Williamson, County, Texas, and acknowledged to me that he executed this Release of Temporary Construction Easement on behalf of the City of Georgetown, for the purposes therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

**WILLIAMSON COUNTY, TEXAS**

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

**ATTEST:**

By: \_\_\_\_\_  
Nancy Rister, County Clerk

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON §

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

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

## Exhibit "A"

Instrument #	Date Filed	Document Type	Grantor	Grantee
2004083154	10/25/2004	Easement	Gilbreath, Larry G. & Julie L.	Chisholm Trail Water SPL

## AMENDMENT OF EASEMENT

STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

WHEREAS, the Chisholm Trail Special Utility District (CTSUD) acquired the easements referenced on Exhibit "A", attached hereto and incorporated herein for all purposes, (the "Waterline Easements") for the purposes of constructing, operating, and maintaining one or more potable waterlines; and,

WHEREAS, on September 12, 2014, the Waterline Easements were assigned to the City of Georgetown, Texas (City) according to Document No. 2014076202 of the Official Public Records of Williamson County, Texas, pursuant to the acquisition of CTSUD by City; and,

WHEREAS, Williamson County (County) is in the process of widening and improving County Road 200 (the "Project"). Said widening will overtake and encroach into the Waterline Easements and involve installation of roadway improvements that will conflict with the existing location of City's waterline within the Waterline Easements; and,

WHEREAS, County and City wish to cooperate in the relocation of the Waterline Easements and corresponding infrastructure in order to allow the Project to move forward and protect the City's water system with minimal impact to County, City, the Project, and area property owners; and,

WHEREAS, City and County have entered to an Interlocal Agreement dated \_\_\_\_\_, 2021, outlining the terms of the relocation of City's infrastructure (the "ILA");

NOW, THEREFORE, in consideration of the completion of the construction of City's relocated infrastructure, City and County agree to the following:

1. City, as successor-in-interest to CTSUD, and County, as successor-in-interest to the Grantors of the Waterline Easements, hereby agree to amend the description of the area of the easements. From hereon and henceforth, the rights and interests of City, as successor in interest to CTSUD, to the Waterline Easements shall apply only to the area described in Exhibit "B"; and,
2. County shall be responsible for relocation of City's waterline from its current position to new location in accordance with the ILA; and,
3. Nothing herein shall operate to release the perpetual easements granted to City by the same instruments referenced herein, and said perpetual easements shall remain in full force and effect.


*~Signatures on Following Pages~*

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF GEORGETOWN

By:   
David Morgan, City Manager

APPROVED AS TO FORM, ONLY:

  
~~Sleye Masson, City Attorney~~  
JAMES C. KACHELMAYER, ASST. CITY ATTORNEY

STATE OF TEXAS

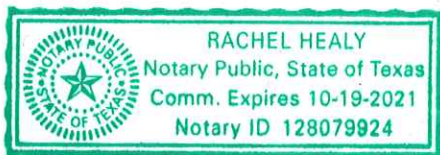
§  
§  
§

CORPORATE ACKNOWLEDGMENT

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared **David Morgan**, a person known to me, in his capacity as the **City Manager for the City of Georgetown**, a Texas home-rule municipal corporation situated in Williamson County, Texas, and acknowledged to me that he executed this Amendment of Easement on behalf of the City of Georgetown, for the purposes therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE this 13 day of August, 2021.



  
Notary Public, State of Texas



**WILLIAMSON COUNTY, TEXAS**

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

**ATTEST:**

By: \_\_\_\_\_  
Nancy Rister, County Clerk

THE STATE OF TEXAS           §  
   §  
COUNTY OF WILLIAMSON   §

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

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

Exhibit "A"

Instrument #	Date Filed	Document Type	Grantor	Grantee
2004083154	10/25/2004	Easement	Gilbreath, Larry G. & Julie L.	Chisholm Trail Water SPL

Exhibit "B"  
Page 1 of 6  
August 3, 2021

Water Easement  
Richard West Survey, Abstract 643  
Williamson County, Texas

#### LEGAL DESCRIPTION

**DESCRIPTION OF A 0.425 ACRE TRACT OF LAND, BEING SITUATED IN THE RICHARD WEST SURVEY, ABSTRACT No. 643 AND BEING A PORTION OF THAT CERTAIN 0.867 ACRE TRACT OF LAND CALLED PARCEL 4, AS DESCRIBED IN A DEED FROM PATRICK MCKINNEY, a/k/a PATRICK EDWARD MCKINNEY TO WILLIAMSON COUNTY, TEXAS, OF RECORD IN DOCUMENT NUMBER 2018015444 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN METES AND BOUNDS AS FOLLOWS;**

**BEGINNING** at a 1/2 inch iron rod found and held, being the northeast corner of said Williamson County tract, also being the northwest corner of Lot 1, Sundance Ranch, a Plat recorded in Cabinet "O", Slide 55, of the Plat Records of Williamson County, Texas, and in Document Number 9701704, of the Official Records of Williamson County, Texas, and being conveyed to Patrick McKinney and Sandra McKinney by Deed recorded in Document Number 2005016038, of the Official Public Records of Williamson County, Texas, and being in the south line Stage Coach Hill Subdivision, a Plat recorded in Cabinet "AA", Slide 334, of the Plat Records of Williamson County, Texas, and in Document Number 2005080010, of the Official Public Records of Williamson County, Texas, said 1/2 inch iron rod having a Texas State Plane Coordinate, Central Zone, Grid Value of N = 10,220,142.14 and E = 3,050,732.63, being also the northeast corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE** with the east line of said Williamson County tract and west line of said Lot 1, Sundance Ranch, along a curve to the right, an arc distance of 59.74 feet, said curve having a radius of 935.00 feet, and a chord bearing of South 22° 54' 14" East for a chord distance of 59.73 feet;

**THENCE** departing the west line of said Lot 1, Sundance Ranch and continuing over and across said Williamson County tract the following ten (10) courses and distances;

1. South 20°18'05" East, for a distance of 138.71 feet,
2. South 18°48'05" East, for a distance of 20.29 feet,
3. South 17°03'05" East, for a distance of 20.33 feet,
4. South 15°03'26" East, for a distance of 691.61 feet,
5. South 74°54'06" West, for a distance of 20.00 feet, to a calculated point from which a cotton spindle found in the west line of said Williamson County tract bears South 74°59'10" West, for a distance of 26.44 feet, and North 15°04'11" West, for a distance of 68.81 feet
6. North 15°03'26" West, for a distance of 691.28 feet,

Exhibit "A"  
Page 2 of 6  
March 19, 2021

Water Easement  
Richard West Survey, Abstract 643  
Williamson County, Texas

7. North 17°03'05" West, for a distance of 19.68 feet,
8. North 18°48'05" West, for a distance of 19.72 feet,
9. North 20°18'05" West, for a distance of 198.11 feet, to a calculated point from which a 1/2 inch iron rod found for the southwest corner of said Stage Coach Hill Subdivision bears South 69°41'05" West, for a distance of 5.77 feet, and
10. North 69°41'05" East, for a distance of 17.29 feet to the **POINT OF BEGINNING** and containing 0.425 acres of land, as shown on the Sketch to Accompany Legal Description, attached hereto and made a part hereof.

BEARING BASIS NOTE

Bearings are based on the Texas Coordinate System of 1983, Central Zone [NAD\_83 (2011)]. All distances were adjusted to surface using a Surface Adjustment Factor of 1.0001500, scaled at 0,0. Coordinates shown are grid values. (Surface = Grid x Surface Adjustment Factor)

I certify that this description was prepared from a survey made on the ground in the month of July 2021 by me or under my supervision.

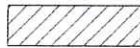


Brian Scott  
Registered Professional Land Surveyor  
Texas Registration No. 5280



# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

RICHARD WEST SURVEY, ABSTRACT 643,  
WILLIAMSON COUNTY, TEXAS  
0.425 AC (18,497 SQ FT) PROPOSED WATER EASEMENT



PROPOSED 0.425 ACRE EASEMENT

STAGE COACH HILL  
SUBDIVISION  
DOC. No. 2005080010  
O.P.R.W.C.TX.  
CAB. "AA", PG. 334  
P.R.W.C.TX.

LOT 3

L8  
1/2" IRON ROD  
FOUND W/CAP

P.O.B.  
1/2" IRON ROD FOUND  
N:10220142.14  
E:3050732.63

PATRICK MCKINNEY AND  
SANDRA MCKINNEY  
Doc. No. 2005016038  
O.P.R.W.C.TX.

SUNDANCE RANCH  
DOC. No. 9701704  
O.R.W.C.TX.  
CAB. "O", SLIDE 55  
P.R.W.C.TX.

LOT 1

0.425 ACRE  
(18,497 SQ FT)  
EASEMENT

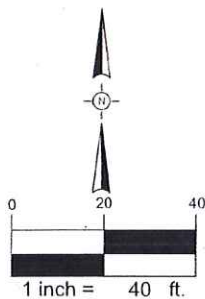
(NO RECORDING INFORMATION FOUND)  
COUNTY ROAD 200  
(VARIABLE WIDTH ROW)

WILLIAMSON COUNTY  
CALLED 0.867 ACRES  
(CR 200 RIGHT-OF-WAY)  
DOC. No. 2018015444  
O.P.R.W.C.TX.

N 20° 18' 05" W 198.11'

S 20° 18' 05" E 138.71'

MATCHLINE SHEET 2



Dwg. Info: G:\CFA\2019\03099 Williamson County Corridors\01\SUR\CAD\190309905\_09G\_CR200\_07262021.dwg - Tab: SHEET 1 - Plotted: 8/3/2021 12:56 PM By: DAVID ROGERS

PROJECT:	- WILLIAMSON CO.
JOB NUMBER:	- 1903-099-05
DATE:	- JULY 30, 2021
FIELDBOOK:	- N/A
DESIGN:	- N/A
DRAWN:	- B. THOMPSON
CHECK:	- B. WARRICK
APPROVE:	- B. SCOTT
SCALE:	- 1"=40'

**CobbFendley**

TBPELS ENGINEERING FIRM NO. F-274; LAND SURVEYING FIRM NO. 10046701  
505 EAST HUNTLAND DRIVE, SUITE 100  
AUSTIN, TEXAS 78752  
512.834.9798 | FAX 512.834.7727  
WWW.COBBFENDLEY.COM

0.425 ACRE EASEMENT  
WILLIAMSON COUNTY  
TEXAS

PAGE 3 OF 6



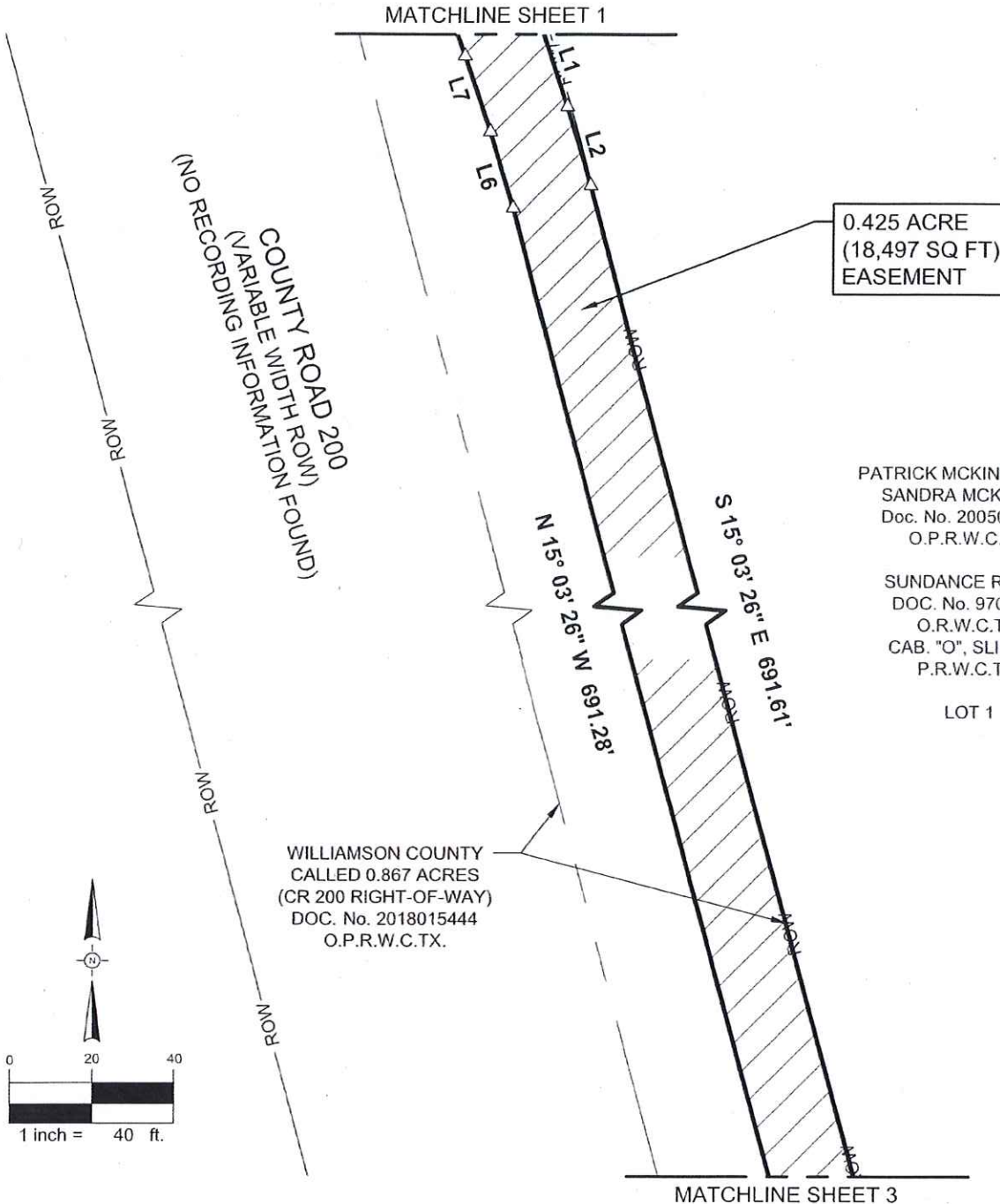
# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

RICHARD WEST SURVEY, ABSTRACT 643,  
WILLIAMSON COUNTY, TEXAS

0.425 AC (18,497 SQ FT) PROPOSED WATER EASEMENT



PROPOSED 0.425 ACRE EASEMENT



PATRICK MCKINNEY AND  
SANDRA MCKINNEY  
Doc. No. 2005016038  
O.P.R.W.C.TX.

SUNDANCE RANCH  
DOC. No. 9701704  
O.R.W.C.TX.  
CAB. "O", SLIDE 55  
P.R.W.C.TX.

LOT 1

Dwg. Info: G:\CFA\2019\03099 Williamson County Corridors\01\SUR\CAD\190309905\_096\_CR200\_07262021.dwg - Tab: SHEET 2 - Plotted: 8/3/2021 12:57 PM By: DAVID ROGERS

PROJECT:	- WILLIAMSON CO.
JOB NUMBER:	- 1903-099-05
DATE:	- JULY 30, 2021
FIELDBOOK:	- N/A
DESIGN:	- N/A
DRAWN:	- B. THOMPSON
CHECK:	- B. WARRICK
APPROVE:	- B. SCOTT
SCALE:	- 1"=40'

**CobbFendley**

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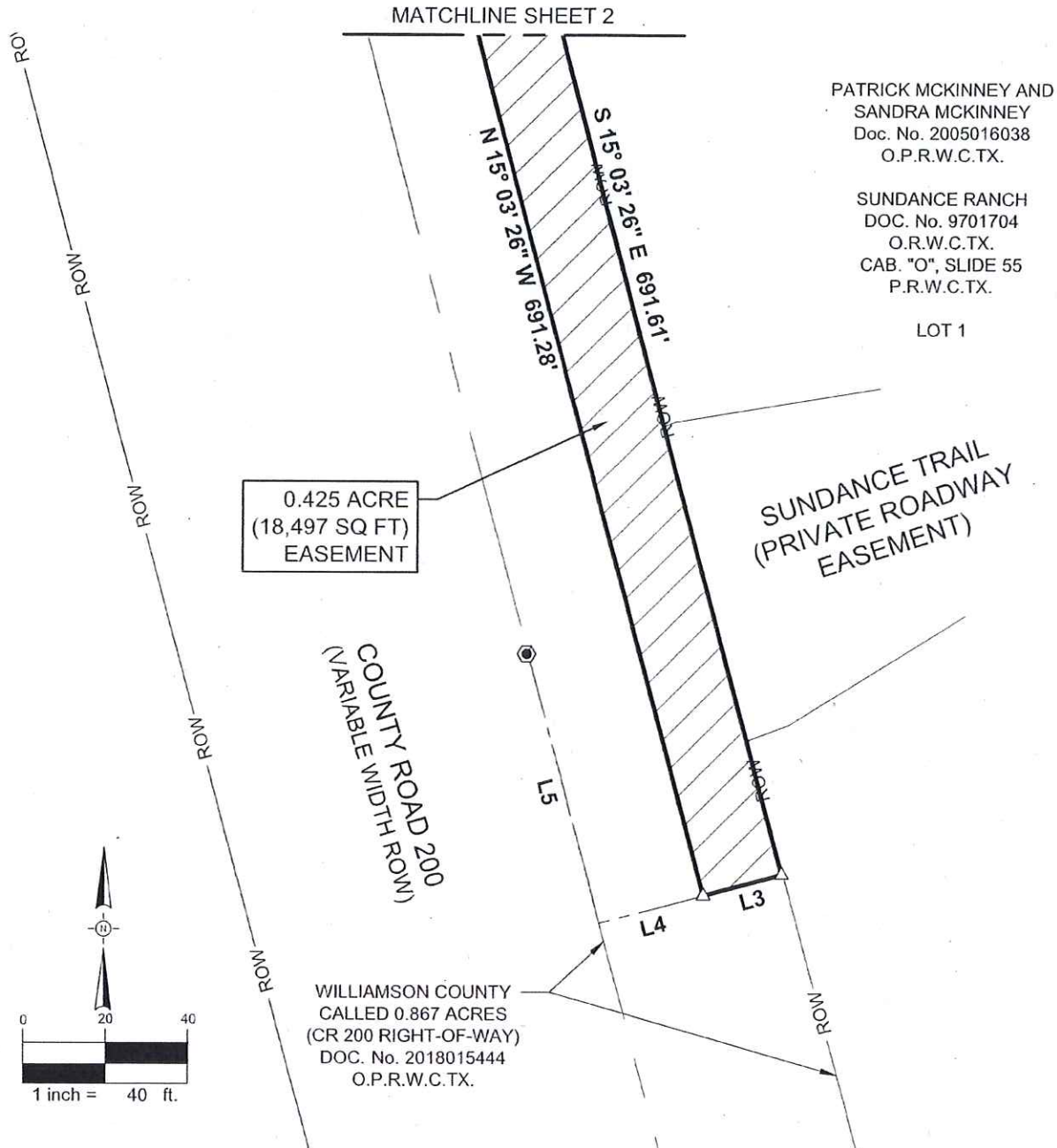
0.425 ACRE EASEMENT  
WILLIAMSON COUNTY  
TEXAS

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

RICHARD WEST SURVEY, ABSTRACT 643,  
WILLIAMSON COUNTY, TEXAS  
0.425 AC (18,497 SQ FT) PROPOSED WATER EASEMENT



PROPOSED 0.425 ACRE EASEMENT



PATRICK MCKINNEY AND  
SANDRA MCKINNEY  
Doc. No. 2005016038  
O.P.R.W.C.TX.

SUNDANCE RANCH  
DOC. No. 9701704  
O.R.W.C.TX.  
CAB. "O", SLIDE 55  
P.R.W.C.TX.

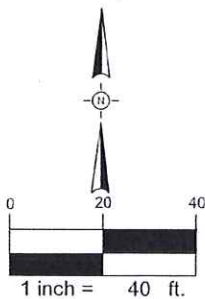
LOT 1

SUNDANCE TRAIL  
(PRIVATE ROADWAY  
EASEMENT)

0.425 ACRE  
(18,497 SQ FT)  
EASEMENT

COUNTY ROAD 200  
(VARIABLE WIDTH ROW)

WILLIAMSON COUNTY  
CALLED 0.867 ACRES  
(CR 200 RIGHT-OF-WAY)  
DOC. No. 2018015444  
O.P.R.W.C.TX.



Dwg. Info: G:\CFA\2019\03099 Williamson County Corridors\01\SUR\CAD\190309905\_096\_CR200\_07262021.dwg - Tab: SHEET 3 - Plotted: 8/3/2021 12:57 PM By: DAVID ROGERS

PROJECT:	- WILLIAMSON CO.
JOB NUMBER:	- 1903-099-05
DATE:	- JULY 30, 2021
FIELDBOOK:	- N/A
DESIGN:	- N/A
DRAWN:	- B. THOMPSON
CHECK:	- B. WARRICK
APPROVE:	- B. SCOTT
SCALE:	- 1"=40'

**CobbFendley**

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0.425 ACRE EASEMENT  
WILLIAMSON COUNTY  
TEXAS

PAGE 5 OF 6

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

RICHARD WEST SURVEY, ABSTRACT 643,  
WILLIAMSON COUNTY, TEXAS

0.425 AC (18,497 SQ FT) PROPOSED WATER EASEMENT

## SURVEY LEGEND

- △ CALCULATED POINT
- COTTON SPINDLE FOUND
- IRON ROD FOUND (AS NOTED)
- ( ) RECORD INFORMATION
- POB POINT OF BEGINNING
- POR POINT OF REFERENCE

— ROW — RIGHT OF WAY



EASEMENT AREA

P.R.W.C.TX. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS  
WILLIAMSON COUNTY, TEXAS

## Line Table

Line #	Direction	Length
L1	S18° 48' 05"E	20.29
L2	S17° 03' 05"E	20.33
L3	S74° 54' 06"W	20.00
L4	S74° 59' 10"W	26.44
L5	N15° 04' 11"W	68.81
L6	N17° 03' 05"W	19.68
L7	N18° 48' 05"W	19.72
L8	N69° 41' 05"E	5.77
L9	N69° 41' 04"E	17.29

## Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	59.74	935.00	3.66	S22° 54' 14"E	59.73

## NOTES:

- THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011) DATUM. THE BEARINGS SHOWN HEREON ARE GRID BEARINGS.
- PROJECT SCALE FACTOR = 1.0001500
- ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES.
- INFORMATION AND MONUMENTS FOUND AND SHOWN HEREON ARE BASED ON A SURVEY MADE BY COBBFENDLEY IN JULY OF 2021.
- THIS SKETCH IS INTENDED TO SUPPORT A LEGAL DESCRIPTION PREPARED AND CERTIFIED BY THE SURVEYOR SHOWN BELOW THAT DIRECTLY COINCIDES WITH THE INFORMATION DELINEATED HEREON. THE CERTIFYING SURVEYOR SHALL NOT BE HELD LIABLE NOR RESPONSIBLE FOR THE CONTENT SHOWN HEREON IF IT IS NOT ATTACHED AND REFERRED TO BY SAID PREPARED LEGAL DESCRIPTION.



*Brian D. Scott*

BRIAN D. SCOTT  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 5280

8/3/21  
DATE

PROJECT: - WILLIAMSON CO.  
JOB NUMBER: - 1903-099-05  
DATE: - JULY 30, 2021  
FIELDBOOK: - N/A  
DESIGN: - N/A  
DRAWN: - B. THOMPSON  
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0.425 ACRE EASEMENT  
WILLIAMSON COUNTY  
TEXAS

PAGE 6 OF 6



**Commissioners Court - Regular Session****63.****Meeting Date:** 08/31/2021

Corr H- Relocation Claims

**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 5 claims for moving expenses on the Corridor H- Sam Bass Road project, Parcel 13- Sam Bass Storage for right of way acquired. Funding Source: Road Bonds P462.

Unit O10- Daniel Horgos

Unit E29- Elmar Widowitz

Unit M5- Elizabeth Cendejas-Saenz

Unit D24- Octavian Laies

Unit C03- Mark Kallenbach

**Background**

---

**Fiscal Impact**

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

**Attachments**

Unit O10 claim

Unit E29 Claim

Unit M5 Claim

Unit D24 Claim

Unit C03 Claim

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Becky Pruitt

**Date**

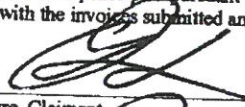
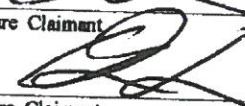
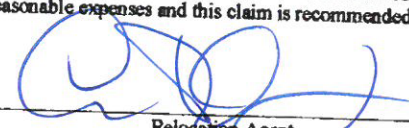
08/26/2021 11:16 AM

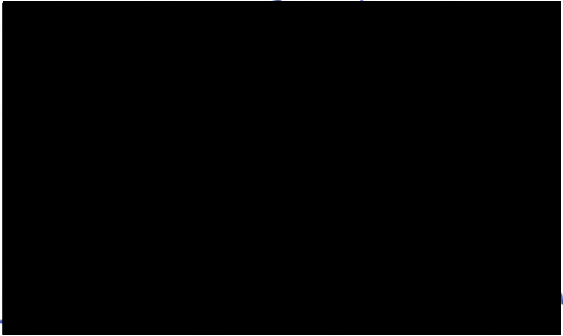
Form Started By: Charlie Crossfield

Started On: 08/26/2021 10:54 AM

Final Approval Date: 08/26/2021

# CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) <b>DANIEL Horgos</b>		Parcel No: 13	County: Williamson	
<input checked="" type="checkbox"/> Individual Storage Unit #010		Project: Corridor H/Sam Bass Rd		
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681		3. Address Moved To: <b>4300 E. WHITESTONE CEDAR PARK 78613</b>		
Claimant's Telephone No.: [REDACTED]		#129		
4. Occupancy of Property Acquired by Williamson County: From (Date): <b>06-2018</b> To (Date of Move): <b>8-1-2021</b>		5. Distance Moved: <b>1</b> Miles		
<input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant		7. Mover's Name and Address: Self-Move based off approved fee schedule		
6. Controlling Dates				
	Mo.	Day	Yr.	
a. First Offer in Negotiation	05	11	2020	
b. Date Property Acquired	05	29	2021	
c. Date Required to Move	11	30	2021	
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A		9. Amount of Claim:		
Place Stored (Name and Address): N/A		a. Moving Expenses \$250.00		
		b. Reestablishment Expenses \$		
		c. Searching Expenses \$		
		d. Tangible Property Loss \$		
		e. Storage \$		
		f. Temporary Lodging \$		
		g. Total Amount \$250.00		
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A				
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.				
8-25-2021 				
Date of Claim: 				
Signature Claimant				
Spaces Below to be Completed by Williamson County				
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:				
Amount of \$ 250.00				
8-26-2021 				
Date Relocation Agent				
Date Williamson County Judge				

Parcel 13 Sam Bass Road			Displacee Name Daniel Horgos
Tenant Personal Property Relocation Estimate			Unit Number 010
Type of Property		Buehler	Comments: 
		cost per each	
Passenger Vehicles		\$250.00	
Covered Trailers		\$250.00	
Flatbed Trailers		\$250.00	
Various Boats with Trailers		\$300.00	
Motorhome Bus		\$500.00	
Motorhome		\$400.00	
Box Truck		\$450.00	
Food Truck		\$450.00	
Travel Trailers All Sizes		\$400.00	
8' X 8' Storage Bins (contents only)		\$850.00	
Slide in Truck Camper		\$350.00	
Office Trailer		\$650.00	

## CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road

Parcel: 13

Tenant Name: DANIEL Horgos

Unit/Space #: 10

### 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.

  
Signature

Date: 08-25-2021

\_\_\_\_\_  
Signature

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.

N/A

\_\_\_\_\_  
Claimant

Date:

**PLEASE COMPLETE, SIGN, DATE AND RETURN**

**Danny Jackson**

---

[REDACTED]  
Cc: Danny Jackson <danny.jackson@rightofwayoftexas.com>

Subject: Re: Tenants Sam Bass Storage

Yes,

All

Of those customers have moved out and are gone.

Thank you,

Eric Klingemann  
[REDACTED]

On Mon, Aug 16, 2021 at 12:44 PM Danny Jackson <danny.jackson@rightofwayoftexas.com> wrote:

Michelle, Hi

I needed to confirm with you that the following tenants have terminated their lease agreement and have vacated:

- Unit #103 Bryant Peck
- Unit #M5 Lisa Saenz
- Unit #10 David Horgos

Thanks,

Danny

**Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC**

**Project Manager**

**Right of Way of Texas, LLC.**

**Cell 512-922-5930**

**danny.jackson@rightofwayoftexas.com**

**6101 W Courtyard Dr**

# RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730  
(O) (512) 372-6220 (F) (512) 372-6221

## ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD  
PARCEL 13  
SAM BASS STORAGE  
UNIT

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

### TENANT ACKNOWLEDGEMENT:

  
\_\_\_\_\_  
Signature

8-25-2021  
Date

DANIEL Horgos  
Print Name

10  
UNIT

**PLEASE COMPLETE, SIGN, DATE AND RETURN**

# RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730  
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance  
Corridor H/Sam Bass Road  
Parcel No. 13

UNIT # 10



Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

**TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.**

Payment options are as follows:

1. **Fixed Payment:**

- a. Assistance is determined upon evaluation of the type of personal property to be moved.
- b. Your relocation agent will advise you of eligible Fixed Payment moving costs.

2. **Actual and Reasonable Moving Costs and Related Expenses:**

- a. Estimated move costs must be approved before moving any personal property.
- b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.



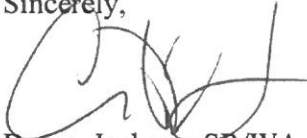
Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

**Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.**

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at [danny.jackson@rowtx.com](mailto:danny.jackson@rowtx.com).

Sincerely,

A handwritten signature in black ink, appearing to be 'DJ' with a stylized flourish.

Danny Jackson, SR/WA  
Project Manager

Enclosure  
Acknowledgment by Tenant  
Certification of Eligibility  
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield



## Contact Notes

Project Corridor H/Sam Bass Road

Parcel 13

Unit # 010

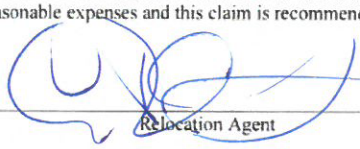
Name Daniel Horgos


Phone

Email

Date	Comments
08-02-2021	Received call from displacee said that he has moved I said that I would send him the claim forms.
08-12-2021	Inspected site and took pictures of vacant spot
08-18-2021	Sent claim forms to displacee for signature.
08-26-2021	Received signed claim forms back from tenant. Prepared claim package and sent to S & C for payment

# CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information			
1. Name of Claimant(s) <b>ELMAR WIDOWITZ</b>		Parcel No: 13	County: Williamson
			Project: Corridor H/Sam Bass Rd
<input checked="" type="checkbox"/> Individual Storage Unit # E29			
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681		3. Address Moved To: <b>5 Star RV Georgetown</b> <b>5201 Ranch to Market Rd. 78628</b>	
Claimant's Telephone No.: [REDACTED]			
4. Occupancy of Property Acquired by Williamson County: From (Date): <b>5/4/2021</b> To (Date of Move): <b>8/21/2021</b>		5. Distance Moved: <b>5.2</b> Miles	
<input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant		7. Mover's Name and Address: Self-Move based off approved fee schedule	
6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A			
Place Stored (Name and Address): N/A			
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A			
9. Amount of Claim:			
a. Moving Expenses		\$400.00	
b. Reestablishment Expenses		\$N/A	
c. Searching Expenses		\$N/A	
d. Tangible Property Loss		\$N/A	
e. Storage		\$N/A	
f. Temporary Lodging		\$N/A	
g. Total Amount		\$400.00	
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.			
<b>8/23/2021 Elmar Widowitz</b> Signature Claimant			
Date of Claim:			
Signature Claimant			
Spaces Below to be Completed by Williamson County			
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:			
Amount of \$ 400.00		<b>8-24-2021</b> Date	
		 Relocation Agent	
		Date	
		Williamson County Judge	

Parcel 13 Sam Bass Road			Displacee Name <u>Elmar W. Dowitz</u>
Tenant Personal Property Relocation Estimate			Unit Number <u>E-29</u>
Type of Property	Buehler		Comments:
	cost per each		
Passenger Vehicles	\$250.00		
Covered Trailers	\$250.00		
Flatbed Trailers	\$250.00		
Various Boats with Trailers	\$300.00		
Motorhome Bus	\$500.00		
Motorhome	\$400.00		
Box Truck	\$450.00		
Food Truck	\$450.00		
Travel Trailers All Sizes	\$400.00		
8' X 8' Storage Bins (contents only)	\$850.00		
Slide in Truck Camper	\$350.00		
Office Trailer	\$650.00		

## CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road  
Parcel: 13

Tenant Name: Elmar Widowitz

Unit/Space #: E29

### 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.

Elmar Widowitz  
Signature

Date: 8/10/2021

\_\_\_\_\_  
Signature

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.

N/A

\_\_\_\_\_  
Claimant

Date:

**PLEASE COMPLETE, SIGN, DATE AND RETURN**

**Danny Jackson**

---

**From:**  
**Sent:**  
**To:**  
**Cc:**  
**Subject:**



Yes they have moved out.

Thank you,

Eric Klingemann  


On Aug 23, 2021, at 1:39 PM, Danny Jackson <danny.jackson@rightofwayoftexas.com> wrote:

Michelle and Eric, Hi

I needed to confirm with you that the following tenants have terminated their lease agreement and have vacated:

- Unit # C03, Mark Kallenbach
- Unit # E29, Elmar Widowitz

Thanks,  
Danny

**Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC**  
**Project Manager**  
**Right of Way of Texas, LLC.**  
**Cell 512-922-5930**  
**danny.jackson@rightofwayoftexas.com**  
**6101 W Courtyard Dr**  
**Bldg. 1, Ste. 125**  
**Austin, Texas 78730**

# RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730  
(O) (512) 372-6220 (F) (512) 372-6221

## ACKNOWLEDGMENT BY TENANT

**CORRIDOR H/SAM BASS ROAD**

**PARCEL 13**

**SAM BASS STORAGE**

**UNIT # E29**

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

### TENANT ACKNOWLEDGEMENT:

*Elmar Widowitz*

Signature

*8/10/2021*

Date

*ELMAR WIDOWITZ*

Print Name

*E29*

UNIT

**PLEASE COMPLETE, SIGN, DATE AND RETURN**



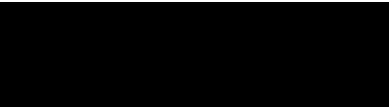
# RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730  
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance  
Corridor H/Sam Bass Road  
Parcel No. 13

UNIT # E29



Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

**TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.**

Payment options are as follows:

1. **Fixed Payment:**
  - a. Assistance is determined upon evaluation of the type of personal property to be moved.
  - b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
  - a. Estimated move costs must be approved before moving any personal property.
  - b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

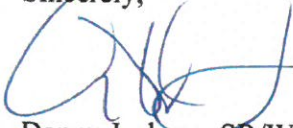
Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

**Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.**

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at [danny.jackson@rowtx.com](mailto:danny.jackson@rowtx.com).

Sincerely,

A handwritten signature in blue ink, appearing to read 'DJ', is written over the printed name.

Danny Jackson, SR/WA  
Project Manager

Enclosure  
Acknowledgment by Tenant  
Certification of Eligibility  
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield



## Contact Notes

Project Corridor H/Sam Bass Road  
Parcel 13

Unit # E29

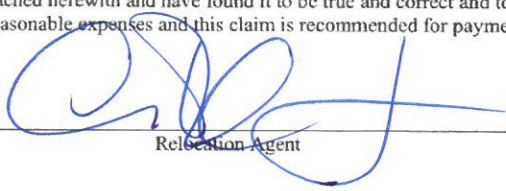
Name [REDACTED]

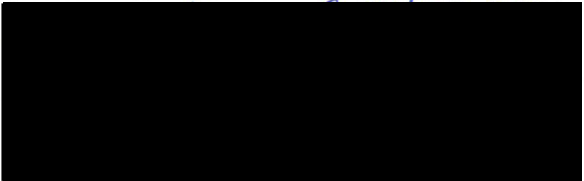
Phone [REDACTED]

Email [REDACTED]

Date	Comments
8-10-2021	Received email from Elmar Widowitz asking about relocation from the storage facility. Replied to his email asking him to call me and I would go over project with him.
8-18-2021	Received a call from Elmar Widowitz wanting information on eligible benefits. I explained project and available benefits. He said he was looking for a new storage facility and would be moving in the next few weeks.
8-21-2021 8-23-2021 8-24-2021	Email from Elmar Widowitz that he has moved. Sent tenant move claim forms to sign. Received claim forms back from tenant
8-25-2021	Verified move. Sent move claim to S & C for approval and payment.

# CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) <i>Elizabeth Cendejas-Saenz</i>		Parcel No: 13	County: Williamson	
<input checked="" type="checkbox"/> Individual Storage Unit #M5		Project: Corridor H/Sam Bass Rd		
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681  Claimant's Telephone No.: <span style="background-color: black; color: black;">[REDACTED]</span>		3. Address Moved To: <i>Cube smart</i> <i>110 S. FM 1660</i> <i>Hutto, TX</i>		
4. Occupancy of Property Acquired by Williamson County: From (Date): <i>2/20/21</i> To (Date of Move): <i>8/12/21</i>  <input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant		5. Distance Moved: <i>15</i> Miles		
6. Controlling Dates		7. Mover's Name and Address: Self-Move based off approved fee schedule		
a. First Offer in Negotiation	Mo.	Day	Yr.	9. Amount of Claim:
b. Date Property Acquired	05	11	2020	
c. Date Required to Move	05	29	2021	
d. Date Property Acquired	11	30	2021	
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A		e. Recestablishment Expenses \$		
Place Stored (Name and Address): N/A		f. Searching Expenses \$		
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A		g. Tangible Property Loss \$		
		h. Storage \$		
		i. Temporary Lodging \$		
		j. Total Amount \$850.00		
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.				
<div style="display: flex; justify-content: space-between;"> <div> Signature Claimant  Date of Claim: <i>8-20-21</i> </div> <div> Signature Claimant </div> </div>				
Spaces Below to be Completed by Williamson County				
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:				
Amount of \$ 850.00				
<i>8-20-2021</i> Date		 Relocation Agent		
 Date		 Williamson County Judge		

Parcel 13 Sam Bass Road			Displacee Name <u>Liz Saenz</u>
Tenant Personal Property Relocation Estimate			Unit Number <u>m5</u>
Type of Property	Buehler		Comments:
	cost per each		
Passenger Vehicles	\$250.00		
Covered Trailers	\$250.00		
Flatbed Trailers	\$250.00		
Various Boats with Trailers	\$300.00		
Motorhome Bus	\$500.00		
Motorhome	\$400.00		
Box Truck	\$450.00		
Food Truck	\$450.00		
Travel Trailers All Sizes	\$400.00		
8' X 8' Storage Bins (contents only)	\$850.00		
Slide in Truck Camper	\$350.00		
Office Trailer	\$650.00		

**Danny Jackson**

---

[REDACTED]  
Cc: Danny Jackson <danny.jackson@rightofwayoftexas.com>

Subject: Re: Tenants Sam Bass Storage

Yes,

All

Of those customers have moved out and are gone.

Thank you,

[REDACTED]  
On Mon, Aug 16, 2021 at 12:44 PM Danny Jackson <danny.jackson@rightofwayoftexas.com> wrote:

Michelle, Hi

I needed to confirm with you that the following tenants have terminated their lease agreement and have vacated:

- Unit #103 Bryant Peck
- Unit #M5 Lisa Saenz
- Unit #10 David Horgos

Thanks,

Danny

**Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC**

**Project Manager**

**Right of Way of Texas, LLC.**

**Cell 512-922-5930**

**danny.jackson@rightofwayoftexas.com**

**6101 W Courtyard Dr**

## CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road

Parcel: 13

Tenant Name: Elizabeth Cendejas-Saenz

Unit/Space #: M5

### 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.

  
Signature

Date: 8/5/21

\_\_\_\_\_  
Signature

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.

N/A

\_\_\_\_\_  
Claimant

Date:

**PLEASE COMPLETE, SIGN, DATE AND RETURN**

# RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730  
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance  
Corridor H/Sam Bass Road  
Parcel No. 13

UNIT # M5



Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

**TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.**

Payment options are as follows:

1. **Fixed Payment:**
  - a. Assistance is determined upon evaluation of the type of personal property to be moved.
  - b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
  - a. Estimated move costs must be approved before moving any personal property.
  - b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

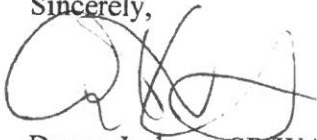
Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

**Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.**

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at [danny.jackson@rowtx.com](mailto:danny.jackson@rowtx.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'DJ', is written over the word 'Sincerely,'.

Danny Jackson, SR/WA  
Project Manager

Enclosure  
Acknowledgment by Tenant  
Certification of Eligibility  
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield



# RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730  
(O) (512) 372-6220 (F) (512) 372-6221

## ACKNOWLEDGMENT BY TENANT

**CORRIDOR H/SAM BASS ROAD**

**PARCEL 13**


**SAM BASS STORAGE**

**UNIT # M5**

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

### TENANT ACKNOWLEDGEMENT:

 Signature	<u>8/5/21</u> Date
<u>Elizabeth Saenz</u> Print Name	<u>M5</u> UNIT

**PLEASE COMPLETE, SIGN, DATE AND RETURN**



## Contact Notes

Project Corridor H/Sam Bass Road  
Parcel 13

Unit # M5

Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Date	Comments
8-5-21	Spoke with Liz Saenz regarding relocation letter and moving of her property from the storage container.
8-13-21	Lis notified me that they had moved and I verified move
8-18-21	Prepared claims and sent to Liz for signatures
8-21-2021	Received signed documents from displacee, prepared claim package and sent to S & C for payment

# CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) <u>Octaviana Laies</u>		Parcel No: 13		County: Williamson
<input checked="" type="checkbox"/> Individual Storage Unit #D24				Project: Corridor H/Sam Bass Rd
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681		3. Address Moved To: <u>5201 Ranch to Market Rd 2243</u> <u>Georgetown, TX 78628</u>		
Claimant's Telephone No.: <u>[REDACTED]</u>				
4. Occupancy of Property Acquired by Williamson County: From (Date): <u>3/31/2021</u> To (Date of Move): <u>7/26/2021</u> <input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant		5. Distance Moved: <u>8.7</u> Miles		
6. Controlling Dates		7. Mover's Name and Address: Self-Move based off approved fee schedule		
	Mo.	Day	Yr.	
a. First Offer in Negotiation	05	11	2020	
b. Date Property Acquired	05	29	2021	
c. Date Required to Move	11	30	2021	
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A		9. Amount of Claim:		
Place Stored (Name and Address): N/A		a. Moving Expenses \$400.00		
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A		b. Reestablishment Expenses \$		
		c. Searching Expenses \$		
		d. Tangible Property Loss \$		
		e. Storage \$		
		f. Temporary Lodging \$		
		g. Total Amount \$400.00		
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.				
Signature Claimant <u>[Signature]</u>				
Date of Claim: <u>8/17/2021</u>				
Signature Claimant _____				
Spaces Below to be Completed by Williamson County				
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:				
Amount of \$ 400.00 <u>8-18-2021</u>				
Date _____ Relocation Agent <u>[Signature]</u>				
Date _____ Williamson County Judge _____				

Parcel 13 Sam Bass Road			Displacee Name <u>Tavi Laies</u>
Tenant Personal Property Relocation Estimate			Unit Number <u>#D24</u>
Type of Property	Buehler		Comments:
	cost per each		
Passenger Vehicles		\$250.00	
Covered Trailers		\$250.00	
Flatbed Trailers		\$250.00	
Various Boats with Trailers		\$300.00	
Motorhome Bus		\$500.00	
Motorhome		\$400.00	
Box Truck		\$450.00	
Food Truck		\$450.00	
Travel Trailers All Sizes		\$400.00	
8' X 8' Storage Bins (contents only)		\$850.00	
Slide in Truck Camper		\$350.00	
Office Trailer		\$650.00	

## CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road

Parcel: 13

Tenant Name: Octavian Lqies

Unit/Space #: D 24

### 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.

  
Signature

Date: 8/17/2021

\_\_\_\_\_  
Signature

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.

N/A

\_\_\_\_\_  
Claimant

Date:

**PLEASE COMPLETE, SIGN, DATE AND RETURN**

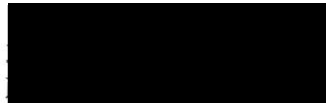
# RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730  
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance  
Corridor H/Sam Bass Road  
Parcel No. 13

UNIT # D24



Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

**TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.**

Payment options are as follows:

1. **Fixed Payment:**
  - a. Assistance is determined upon evaluation of the type of personal property to be moved.
  - b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
  - a. Estimated move costs must be approved before moving any personal property.
  - b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.



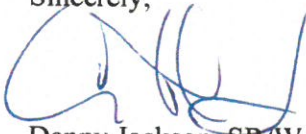
Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

**Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.**

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at [danny.jackson@rowtx.com](mailto:danny.jackson@rowtx.com).

Sincerely,

A handwritten signature in blue ink, appearing to read 'DJ', is written over the printed name.

Danny Jackson, SR/WA  
Project Manager

Enclosure  
Acknowledgment by Tenant  
Certification of Eligibility  
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield

# RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730  
(O) (512) 372-6220 (F) (512) 372-6221

## ACKNOWLEDGMENT BY TENANT

**CORRIDOR H/SAM BASS ROAD**

**PARCEL 13**

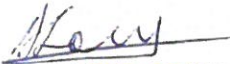
**SAM BASS STORAGE**

**UNIT** D 24

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

### TENANT ACKNOWLEDGEMENT:

 _____ <b>Signature</b>	8/17/2021 _____ <b>Date</b>
_____ <b>Print Name</b>	_____ <b>UNIT</b>

**PLEASE COMPLETE, SIGN, DATE AND RETURN**

## Contact Notes

Project Corridor H/Sam Bass Road  
Parcel 13

Unit # D24

Name Tavi Laies

Phone \_\_\_\_\_

Email \_\_\_\_\_

Date	Comments
8-4-2021	Email from Tavi Laies requests information of relocation
8-5-2021	Sent displacee email sending information
8-6-2021	Was notified by displacee that he had moved out on 7-25-21
8-11-2021	Verified Move
8-11-2021	Sent displacee claim forms to be signed
8-17-2021	Received claim forms from displacee
8-18-2021	Prepared and sent claim forms to S & C for payment



## CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) <u>Mark Kallenbach</u>			Parcel No: 13	
<input checked="" type="checkbox"/> Individual Storage Unit # C03			County: Williamson Project: Corridor H/Sam Bass Rd	
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681  Claimant's Telephone No.: _____			3. Address Moved To: <u>21000 State Hwy 71</u> <u>Spicewood, TX 78669</u>	
4. Occupancy of Property Acquired by Williamson County: From (Date): <u>Sept 2019</u> To (Date of Move): <u>July 2021</u> <input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant			5. Distance Moved: <u>32</u> Miles 7. Mover's Name and Address: Self-Move based off approved fee schedule	
6. Controlling Dates			9. Amount of Claim:	
	Mo.	Day	Yr.	
a. First Offer in Negotiation	05	11	2020	a. Moving Expenses \$300.00
b. Date Property Acquired	05	29	2021	b. Reestablishment Expenses \$
c. Date Required to Move	11	30	2021	c. Searching Expenses \$
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A  Place Stored (Name and Address): N/A				d. Tangible Property Loss \$
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A				e. Storage \$
				f. <u>Temporary Lodging</u> \$
				g. <b>Total Amount</b> <b>\$300.00</b>
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.  <u>8/24/21</u> <u>[Signature]</u> Date of Claim: _____ Signature Claimant  _____ Signature Claimant				
<b>Spaces Below to be Completed by Williamson County</b>				
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:  Amount of \$ 300.00 <u>8-24-2021</u> Date  <u>[Signature]</u> Relocation Agent  _____ Williamson County Judge				

## CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road

Parcel: 13

Tenant Name: Mark Kallenbach

Unit/Space #: C3

### Individuals, Families and Unincorporated Businesses or Farming Operations

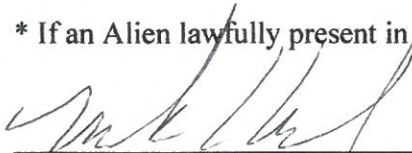
I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ 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.

  
Signature

Date: 8/24/21

\_\_\_\_\_  
Signature

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.

N/A

\_\_\_\_\_  
Claimant

Date:

**PLEASE COMPLETE, SIGN, DATE AND RETURN**

# RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730  
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance  
Corridor H/Sam Bass Road  
Parcel No. 13

UNIT # C3

Mark Kallenbach  
16812 Cypress Landing Cove  
Austin, Texas 78717

Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

**TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.**

Payment options are as follows:

1. **Fixed Payment:**
  - a. Assistance is determined upon evaluation of the type of personal property to be moved.
  - b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
  - a. Estimated move costs must be approved before moving any personal property.
  - b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

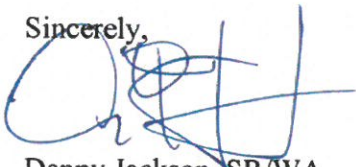
Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

**Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.**

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at [danny.jackson@rowtx.com](mailto:danny.jackson@rowtx.com).

Sincerely,

A handwritten signature in blue ink, appearing to be 'DJ', with a large, stylized flourish extending from the bottom right.

Danny Jackson, SR/WA  
Project Manager

Enclosure  
Acknowledgment by Tenant  
Certification of Eligibility  
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield

## Contact Notes

Project Corridor H/Sam Bass Road

### Parcel 13

Unit # C03

Name Ma.rk Ka.llenb.e.ch

— Phone \_\_\_\_\_ Email \_\_\_\_\_

Date	Comments
8 19 2021	Received back tenant acknowledgment and certification of eligibility, there was a note about relocation benefits, sent email to Mark asking him to call me so I could go over eligible benefits.
8 21 2021	Spoke with Mark and explained project and benefits, He has moved out as of 7 30-2021. Sent claim forms for tenant signature.
8-23-2021	Received signed claim forms back from tenant.
8 25 2021	Verified move. Note: I was not able to obtain photos of the personal property (Boat) prior to it being moved, however I did verify with eh Storage facility owner that the tenant did have a boat stored in this unit. Send move claim to S & C for approval and payment.

**Commissioners Court - Regular Session****64.****Meeting Date:** 08/31/2021

SE Loop- Resolution for Condemnation

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn a waterline easement (0.513 acres) required for the construction of SE Loop Segment 3, and take appropriate action. (John Arthur Bigon, Jr. and James Alan Bigon, Independence Co-Executors of the Estates of John A. Bigon, Sr. and Mary S. Bigon) (parcel 93P1-WE).

**Background**

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**Fiscal Impact**

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

**Attachments**

Resolution

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**Form Review****Inbox**

County Judge Exec Asst.

Charlie Crossfield (Originator)

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

Charlie Crossfield

Becky Pruitt

**Date**

08/26/2021 11:07 AM

08/26/2021 11:11 AM

08/26/2021 11:16 AM

Started On: 08/26/2021 11:00 AM

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of a waterline easement in and across that certain tract of land being 0.513 acre (Parcel 93P1-WE) described by metes and bounds in Exhibit "A", owned by **JOHN ARTHUR BIGON, JR., and JAMES ALAN BIGON, INDEPENDENT CO-EXECUTORS OF THE ESTATES OF JOHN A. BIGON, SR., AND MARY S. BIGON,** for the purpose of constructing, reconstructing, maintaining, and operating Corridor A-1 (Southeast Loop) roadway improvements and related appurtenances and utility adjustments ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,



the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Bill Gravel, Jr.  
Williamson County Judge



EXHIBIT **A**  
PROPERTY DESCRIPTION FOR PARCEL 93-W.E.

DESCRIPTION OF A 0.513 ACRE (22,331 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING PORTIONS OF A REMAINDER PORTION OF THAT CALLED 72.15 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO JOHN BIGON AND WIFE, MARY BIGON RECORDED IN VOLUME 558, PAGE 77 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND OF A 0.087 ARE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO JOHN AND MARY BIGON RECORDED IN DOCUMENT NO. 2018004729 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.513 ACRE (22,331 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a calculated point (Grid Coordinates determined as N=10,177,833.72, E=3,193,173.21 TxSPC Zone 4203), in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 101 (variable width ROW), being the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel and from which an iron rod with aluminum cap stamped "ROW 4933" set in the northeasterly corner of said remainder portion of the 72.15 acre tract, same being the southeasterly corner of that called 76 acre tract of land described in Special Warranty Deed to Fuessel Holdings LLC recorded in Document No. 2012081610 of the Official Public Records of Williamson County, Texas bears along a curve to the left, having a delta angle of 00°21'41", a radius of 6,718.00 feet, an arc length of 42.37 a chord which bears N 21°37'41" W, for a distance of 42.37 feet, pass an iron rod with aluminum cap stamped "ROW 4933" set, and continuing with said proposed ROW along a curve to the left and having a delta angle of 02°20'39", a radius of 5,026.00 feet, an arc length of 205.63 feet, and a chord which bears N 22°58'50" W, at a distance of 205.61 feet;

**THENCE**, departing said proposed ROW line, through the interior of said remainder portion of the 72.15 acre tract, and said 0.087 acre tract, the following seven (7) courses:

- 1) **N 68°34'36" E**, for a distance of **20.00** feet to a calculated point, for the beginning of a non-tangent curve to the right;
- 2) Along said curve to the right, having a delta angle of **02°00'14"**, a radius of **6,738.00** feet, an arc length of **235.66** feet and a chord which bears **S 20°26'43" E**, for a distance of **235.64** feet to a calculated point;
- 3) **S 42°32'43" E**, for a distance of **29.51** feet to a calculated point of curvature to the right;
- 4) Along said curve to the right, having a delta angle of **18°01'22"**, a radius of **1,495.00** feet, an arc length of **470.27** feet and a chord which bears **S 33°29'01 E**, for a distance of **468.33** feet to a calculated point;
- 5) **S 24°25'04" E**, for a distance of **173.27** feet to a calculated point, for the beginning of a point of curvature;
- 6) Along said curve to the right, having a delta angle of **05°05'12"**, a radius of **1,505.00** feet, an arc length of **133.61** feet and a chord which bears **S 15°23'33 E**, for a distance of **133.57** feet to a calculated point;
- 7) **S 52°32'22" E**, at a distance of 5.27 feet pass the northerly boundary line of said 0.087 acre tract, same being the southerly boundary line of said remainder portion of the 72.15 acre tract, continuing through the interior of said 0.087 acre tract, for a total distance of **79.03** feet to the southerly boundary line of said 0.087 acre tract, same being the existing northerly ROW line of U.S. Highway 79 (variable width ROW), for the most southerly corner of the herein described parcel;
- 8) **THENCE**, with said existing ROW line, same being the southerly boundary line of said 0.087 acre tract, **S 83°29'13" W**, for a distance of **28.80** feet to a calculated point, being the corner cutback of said U.S. 79 and the existing ROW line of C.R. 101 (variable width ROW);

County: Williamson  
Parcel: 93-W.E.  
Project: FM 3349

July 19, 2021  
Page 2 of 4

- 9) **THENCE**, departing said U.S. 79 ROW line, with said existing C.R. 101 ROW line, same being the westerly boundary line of said 0.087 acre tract **N 52°32'22" W**, for a distance of **65.55** feet to an iron rod stamped "Wilco ROW-5777" found, being the northerly boundary line of said 0.087 acre tract, same being the southerly boundary line of said remainder portion of the 72.15 acre tract, for a point of curvature to the left;

**THENCE**, continuing with said existing C.R. 101 ROW line, same being the westerly boundary line of said remainder portion of the 72.15 acre tract, the following four (4) courses:

- 10) Along said curve to the left, having a delta angle of **05°19'15"**, a radius of **1,485.00** feet, an arc length of **137.91** feet and a chord which bears **N 15°13'55 W**, for a distance of **137.86** feet to a calculated point;
- 11) **N 24°25'04" W**, for a distance of **172.12** feet to a 1/2 iron rod found, for a point of curvature to the left;
- 12) Along said curve to the left, having a delta angle of **18°01'19"**, a radius of **1,475.00** feet, an arc length of **463.95** feet and a chord which bears **N 33°29'00 W**, for a distance of **462.04** feet to a 1/2" iron rod found for point of tangency;
- 13) **N 42°32'43 W**, for a distance of **33.60** feet for an iron rod with aluminum cap stamped "ROW 4933" set, being in said proposed easterly ROW line of C.R. 101, for a point of curvature to the left;
- 14) **THENCE**, departing the existing ROW line of said C.R. 101, through the interior of said remainder portion of the 72.15 acre tract, with said proposed ROW line of C.R. 101, along said curve to the left, having a delta angle of **02°02'20"**, a radius of **6,718.00** feet, an arc length of **239.05** feet and a chord which bears **N 20°25'40" W**, for a distance of **239.04** feet to the **POINT OF BEGINNING**, containing 0.513 acre, (22,331 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    §

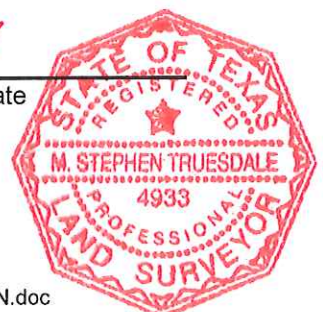
That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*  
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

*20 July 2021*



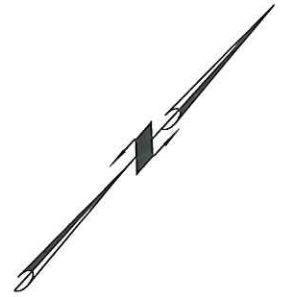
S:\\_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 93 Pt 1-BIGON\JONAH\PARCEL 93-WE-BIGON.doc



# PLAT TO ACCOMPANY DESCRIPTION

07-19-21

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°21'41"	6,718.00'	42.37"	42.37'	N21°37'41"W
C2	02°20'39"	5,026.00'	205.63'	205.61'	N22°58'50"W
C3	02°00'14"	6,738.00'	235.66'	235.64'	S20°26'43"E
C4	18°01'22"	1,495.00'	470.27'	468.33'	S33°29'01"E
C5	05°05'12"	1,505.00'	133.61'	133.57'	S15°23'33"E
C6	05°19'15"	1,485.00'	137.91'	137.86'	N15°13'55"W
(C6)	(05°19'37")	(1,485.00')	(138.07')	(138.02')	(N15°10'45"W)
C7	18°01'19"	1,475.00'	463.95'	462.04'	N33°29'00"W
(C7)	(18°01'38")	(1,475.00')	(464.08')	(462.17')	(N33°30'34"E)
C8	02°02'20"	6,718.00'	239.05'	239.04'	N20°25'40"W



NO.	DIRECTION	DISTANCE
L1	N68°34'36"E	20.00'
L2	S42°32'43"E	29.51'
L3	S52°32'22"E	5.27'
L4	S52°32'22"E	79.03'
L5	S83°29'13"W	28.80'
L6	N52°32'22"W	65.55'
L7	N42°32'43"W	33.60'

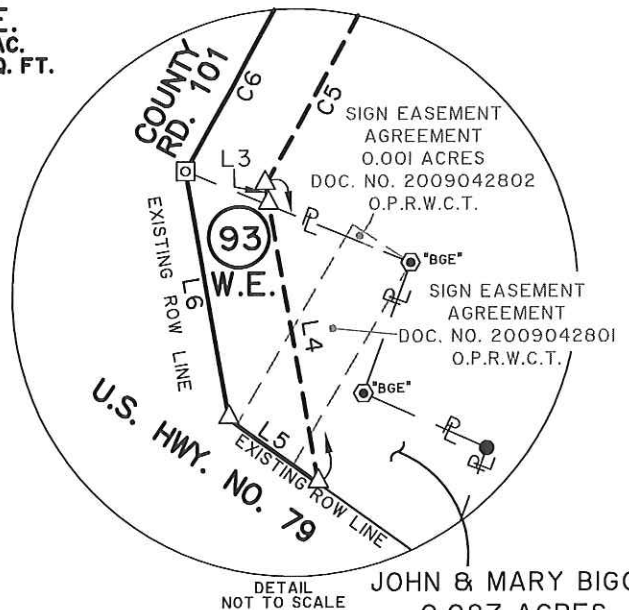
GRID  
COORDINATES:  
N=10,177,833.72  
E=3,193,173.21  
**P.O.B.**

FUESSEL HOLDINGS LLC  
REMAINDER OF 76 ACRES  
DOC. No. 2012081610  
O.P.R.W.C.T.

JOHN BIGON and wife,  
& MARY BIGON  
REMAINDER PORTION  
OF 72.15 AC  
VOL 558, PG. 77  
D.R.W.C.T.

JAMES C. EAVES SURVEY  
ABSTRACT No. 213

**93**  
W.E.  
0.513 AC.  
22,331 SQ. FT.



JOHN & MARY BIGON  
0.087 ACRES  
DOC. No. 2018004729  
O.P.R.W.C.T.

U.S. HIGHWAY NO. 79  
(VARIABLE RIGHT-OF-WAY WIDTH)

PARCEL 44, PART I  
0.434 ACRES  
EXHIBIT A  
DOC. NO. 2008006702  
O.P.R.W.C.T.



PARCEL PLAT SHOWING PROPERTY OF  
**JOHN BIGON and wife, MARY BIGON**

WILLIAMSON COUNTY

SCALE  
1" = 200'

PROJECT  
FM 3349

**PARCEL 93  
W.E.**

PAGE 3 OF 4



# LEGEND PLAT TO ACCOMPANY DESCRIPTION

07-19-21

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	←	DENOTES COMMON OWNERSHIP
⊠	IRON ROD WITH ALUMINUM CAP FOUND STAMPED "WILCO ROW-5777"	P.O.B.	POINT OF BEGINNING
⊠	TxDOT TYPE II CONCRETE MONUMENT FOUND	P.O.R.	POINT OF REFERENCE
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	( )	RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	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

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.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2064374-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 28, 2020, ISSUE DATE NOVEMBER 5, 2020.

10A. ELECTRIC AND TELEPHONE LINE(S) EASEMENT AND AGREEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 75, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007021721 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

B. ELECTRIC AND TELEPHONE LINE(S) EASEMENT AND AGREEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 80, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007021720 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

C. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 303, PAGE 182, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 348, PAGE 384, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

E. WATER LINE(S) EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 563, PAGE 504, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

F. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 640, PAGE 91, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2008042851, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. TERMS, CONDITIONS, AND STIPULATIONS OF THE RESOLUTION NO. 2006-27R OF THE CITY OF HUTTO RECORDED IN DOCUMENT NO. 2006045188 AND DOCUMENT NO. 2006042885, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. TERMS, CONDITIONS, AND STIPULATIONS IN THE DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2012057885, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

J. TERMS, CONDITIONS, EASEMENTS, AND STIPULATIONS IN THE PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2017099723, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE DETERMINED.

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



<p>INLAND GEODETICS PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00</p>	<p>PARCEL PLAT SHOWING PROPERTY OF</p> <p><b>JOHN BIGON and wife, MARY BIGON</b></p>		<p><b>PARCEL 93</b> <b>W.E.</b></p>
	<p>SCALE 1" = 200'</p>	<p>WILLIAMSON COUNTY</p>	<p>PROJECT FM 3349</p>

**Commissioners Court - Regular Session****65.****Meeting Date:** 08/31/2021

FY22 Budget Adoption

**Submitted For:** Ashlie Holladay**Submitted By:** Ashlie Holladay, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

10:00 AM Hold Public Hearing on the 2021-2022 County Budget.

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 07/26/2021

**Reviewed By**

Becky Pruitt

**Date**

07/26/2021 12:30 PM

Started On: 07/23/2021 01:42 PM

**Commissioners Court - Regular Session****66.****Meeting Date:** 08/31/2021

2021-2022 General Fund Budget Adoption

**Submitted By:** Ashlie Holladay, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on the 2021-2022 General Fund Budget.

**Background**

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**Fiscal Impact**

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

FY22 Budget Adoption

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 11:41 AM

Started On: 08/06/2021 01:19 PM

## 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 8/31/21

Juvenile Director - Salary Increase	\$ 12,792.23	\$ -
Difference Needed on Sr. Director of Infrastructure Salary	\$ 2,497.50	\$ -

#### SPONSORED ITEMS FOR COURT CONSIDERATION 8/24/21

SO Tahoes Not Received in FY 21	\$ 105,755.00	\$ 105,755.00	Approved 8/24/2021
Detective Stipend / Removal of Detective L2 Grade from L Chart	\$ 14,275.64	\$ 14,275.64	Approved 8/24/2021
IT Equipment / Delays / Price Increases	\$ 82,122.46	\$ 82,122.46	Approved 8/24/2021
Facilities / Delays & Increased Costs	\$ 330,385.18	\$ 330,385.18	Approved 8/24/2021
CLEAR Account Increases / Comm Ct and Constable Pct #4	\$ 1,822.00	\$ 1,822.00	Approved 8/24/2021
Salary Study Funding	\$ 100,000.00	\$ 100,000.00	Approved 8/24/2021
<b>LTPP</b>	<b>\$ 6,877,365.14</b>	<b>\$ 6,877,365.14</b>	Approved 8/24/2021

#### SPONSORED ITEMS FOR COURT CONSIDERATION 8/17/21

Supplemental Pay	\$ 232,181.25	\$ 232,181.25	Approved 8/17/2021
SO - Assistant Chiefs 10% Increase	\$ 32,335.00	\$ 24,000.00	Approved 8/17/2021
Civil Service Fiscal Impact / Professional Svcs.	\$ 50,000.00	\$ 50,000.00	Approved 8/17/2021
HR - Generalist I B26 \$48,226.35 or \$50,155.40 with 4% COLA to assist with Lateral Moves 409/Misc.	\$ 80,760.43	\$ 80,760.43	Approved 8/17/2021
Non Departmental - Professional Services / Investment Advisory Contract w/Hilltop Services / Prof Svcs	\$ 80,000.00	\$ 80,000.00	Approved 8/17/2021
Additional Bilingual Stipends (countywide) 409 /Misc.	\$ 112,000.00	\$ 112,000.00	Approved 8/17/2021
Remove Pay Increase for PCN 0641 First Assistant County Auditor salary increase; Grade B38	\$ (9,134.68)	\$ (9,134.68)	Approved 8/17/2021
Additional Pay Increase for PCN 0639 County Auditor	\$ 3,634.78	\$ 3,634.78	Approved 8/17/2021
FTO Pay	\$ 30,090.69	\$ 30,090.69	Approved 8/17/2021

#### SPONSORED ITEMS FOR COURT CONSIDERATION 8/10/21

Constable Pct #4 - Defibrillators \$1495 each + \$75 Shipping	\$ 15,025.00	\$ 15,025.00	Approved 8/10/2021
SO - Additional 2% COLA for a total of 6% COLA on L Chart (in addition to step)	\$ 400,873.45	\$ 400,873.45	Approved 8/10/2021
HR - Generalist II for Civil Service B28 \$53,279.74 or \$55,410.93 with 4% COLA	\$ 89,268.35	\$ 89,268.35	Approved 8/10/2021
HR - Generalist I B26 \$48,226.35 or \$50,155.40 with 4% COLA	\$ 80,760.43	\$ 80,760.43	Approved 8/10/2021
JP#3 Staffing - Court Clerk II B19 or \$34,126.47 with 4% COLA	\$ 57,627.16	\$ 57,627.16	Approved 8/10/2021
County Clerk - Remote Birth Certificate Printing	\$ 3,000.00	\$ 3,000.00	Approved 8/10/2021
Non Departmental - Additional Funding for Personal Liability and Property Insurance	\$ 1,000,000.00	\$ 1,000,000.00	Approved 8/10/2021
DA - Appellate Prosecutor B37 at 15% above the bottom of the grade \$95,566.70 + 4% COLA or \$99,389.37	\$ 148,951.86	\$ 148,951.86	Approved 8/10/2021
DA - Child Abuse Prosecutor B37 at 15% above the bottom of the grade \$95,566.70 + 4% COLA or \$99,389.37	\$ 148,951.86	\$ 148,951.86	Approved 8/10/2021
DA - Remove 4% COLA on above DA Positions	\$ (9,467.24)	\$ (9,467.24)	Approved 8/10/2021
PCN 0641 First Assistant County Auditor salary increase; Grade change to B39	\$ 9,134.68	\$ 9,134.68	Approved 8/10/2021
PCN 0969 Senior Director Infrastructure salary increase	\$ 10,434.96	\$ 10,434.96	Approved 8/10/2021
EMS - Two Tahoes Not Received in FY 21	\$ 104,700.00	\$ 104,700.00	Approved 8/10/2021
Constable Pct. #4 - 2 Tahoes Not Received in FY 21	\$ 121,922.00	\$ 121,922.00	Approved 8/10/2021
Elected Officials' Salary Increase	\$ 116,215.12	\$ 116,215.12	Approved 8/3/2021
IT - IT System Support Specialist for Extended Service Hours B25 \$45,886.76 or \$47,722.23 with 4% COLA	\$ 73,072.44	\$ 73,072.44	Approved 8/10/2021

#### ITEMS REMAINING FOR SPONSORSHIP

None

#### ITEMS REMOVED FROM DISCUSSION

SO - L Chart for SO Only / 1% Above the Median	\$ 2,507,926.00	\$ -
Transfer Court Clerk II from JP Office	\$ -	\$ -

\$ -

All Other L Chart Departments / 1% Above the Median	\$	969,531.00	\$	-	
L Chart - Removal of 4% Increase	\$	(796,194.19)	\$	-	
DA - Remove 15% above bottom of the grade to stay within policy B37 at \$83,101.48 + 4% COLA	\$	(32,106.24)	\$	-	
SO - Chiefs and Assistant Chiefs	\$	107,567.00	\$	-	
SO - Additional 2% COLA for L Chart	\$	400,873.45	\$	-	Motion Failed 8/17/2021
SO New Position in Relation to SB111 / B26 or \$50,155.40	\$	81,271.43	\$	-	Motion Failed 8/24/2021
<b>SUBTOTAL</b>	<b>\$</b>	<b>13,732,931.41</b>	<b>\$</b>	<b>10,485,727.96</b>	
<b>GRAND TOTAL</b>			<b>\$</b>	<b>253,823,464.96</b>	

### 2021 - 2022 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations			\$	44,298,593.00	
<b>SUBTOTAL</b>			<b>\$</b>	<b>44,298,593.00</b>	
<b>SPONSORED ITEMS FOR COURT CONSIDERATION 8/24/21</b>					
Transfer to Capital Projects 000777 / Chandler Creek, Garden Park, San Gabriel RR, CR375	\$	2,000,000.00	\$	2,000,000.00	Approved 8/24/2021
Work Comp Shortage	\$	24,878.54	\$	24,878.54	Approved 8/24/2021
<b>SPONSORED ITEMS FOR COURT CONSIDERATION 8/10/21</b>					
Transfer to Capital Projects 000777	\$	564,168.00	\$	564,168.00	Approved 8/10/2021
<b>ITEMS REMAINING FOR SPONSORSHIP</b>					
CIP (Sand Shed)	\$	1,500,000.00			
<b>SUBTOTAL</b>	<b>\$</b>	<b>2,064,168.00</b>	<b>\$</b>	<b>2,589,046.54</b>	
<b>GRAND TOTAL</b>			<b>\$</b>	<b>46,887,639.54</b>	

### 2021 - 2022 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations			\$	152,451,260.00	
<b>TOTAL</b>			<b>\$</b>	<b>152,451,260.00</b>	
<b>GENERAL FUND, ROAD &amp; BRIDGE FUND and DEBT SERVICE FUND TOTAL</b>			<b>\$</b>	<b>453,162,364.50</b>	



**Commissioners Court - Regular Session****67.****Meeting Date:** 08/31/2021

2021-2022 Road and Bridge Fund Budget Adoption

**Submitted By:** Ashlie Holladay, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on the 2021-2022 Road and Bridge Fund Budget.

**Background**

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**Fiscal Impact**

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

FY22 Budget Adoption

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 11:43 AM

Started On: 08/06/2021 01:20 PM

## 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 8/31/21

Juvenile Director - Salary Increase	\$	12,792.23	\$	-	
Difference Needed on Sr. Director of Infrastructure Salary	\$	2,497.50	\$	-	

#### SPONSORED ITEMS FOR COURT CONSIDERATION 8/24/21

SO Tahoes Not Received in FY 21	\$	105,755.00	\$	105,755.00	Approved 8/24/2021
Detective Stipend / Removal of Detective L2 Grade from L Chart	\$	14,275.64	\$	14,275.64	Approved 8/24/2021
IT Equipment / Delays / Price Increases	\$	82,122.46	\$	82,122.46	Approved 8/24/2021
Facilities / Delays & Increased Costs	\$	330,385.18	\$	330,385.18	Approved 8/24/2021
CLEAR Account Increases / Comm Ct and Constable Pct #4	\$	1,822.00	\$	1,822.00	Approved 8/24/2021
Salary Study Funding	\$	100,000.00	\$	100,000.00	Approved 8/24/2021
<b>LTPP</b>	<b>\$</b>	<b>6,877,365.14</b>	<b>\$</b>	<b>6,877,365.14</b>	<b>Approved 8/24/2021</b>

#### SPONSORED ITEMS FOR COURT CONSIDERATION 8/17/21

Supplemental Pay	\$	232,181.25	\$	232,181.25	Approved 8/17/2021
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Civil Service Fiscal Impact / Professional Svcs.	\$	50,000.00	\$	50,000.00	Approved 8/17/2021
HR - Generalist I B26 \$48,226.35 or \$50,155.40 with 4% COLA to assist with Lateral Moves 409/Misc.	\$	80,760.43	\$	80,760.43	Approved 8/17/2021
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FTO Pay	\$	30,090.69	\$	30,090.69	Approved 8/17/2021

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JP#3 Staffing - Court Clerk II B19 or \$34,126.47 with 4% COLA	\$	57,627.16	\$	57,627.16	Approved 8/10/2021
County Clerk - Remote Birth Certificate Printing	\$	3,000.00	\$	3,000.00	Approved 8/10/2021
Non Departmental - Additional Funding for Personal Liability and Property Insurance	\$	1,000,000.00	\$	1,000,000.00	Approved 8/10/2021
DA - Appellate Prosecutor B37 at 15% above the bottom of the grade \$95,566.70 + 4% COLA or \$99,389.37	\$	148,951.86	\$	148,951.86	Approved 8/10/2021
DA - Child Abuse Prosecutor B37 at 15% above the bottom of the grade \$95,566.70 + 4% COLA or \$99,389.37	\$	148,951.86	\$	148,951.86	Approved 8/10/2021
DA - Remove 4% COLA on above DA Positions	\$	(9,467.24)	\$	(9,467.24)	Approved 8/10/2021
PCN 0641 First Assistant County Auditor salary increase; Grade change to B39	\$	9,134.68	\$	9,134.68	Approved 8/10/2021
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IT - IT System Support Specialist for Extended Service Hours B25 \$45,886.76 or \$47,722.23 with 4% COLA	\$	73,072.44	\$	73,072.44	Approved 8/10/2021

#### ITEMS REMAINING FOR SPONSORSHIP

None

#### ITEMS REMOVED FROM DISCUSSION

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Transfer Court Clerk II from JP Office	\$	-	\$	-	

\$ -

All Other L Chart Departments / 1% Above the Median	\$	969,531.00	\$	-	
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<b>GRAND TOTAL</b>			<b>\$</b>	<b>253,823,464.96</b>	

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Road & Bridge Fund Budget Office Recommendations			\$	44,298,593.00	
<b>SUBTOTAL</b>			<b>\$</b>	<b>44,298,593.00</b>	
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<b>TOTAL</b>			<b>\$</b>	<b>152,451,260.00</b>	
<b>GENERAL FUND, ROAD &amp; BRIDGE FUND and DEBT SERVICE FUND TOTAL</b>			<b>\$</b>	<b>453,162,364.50</b>	

**Commissioners Court - Regular Session****68.****Meeting Date:** 08/31/2021

2021-2022 Debt Service Fund Budget Adoption

**Submitted By:** Ashlie Holladay, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on the 2021-2022 Debt Service Fund Budget.

**Background**

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**Fiscal Impact**

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

FY22 Budget Adoption

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 11:41 AM

Started On: 08/06/2021 01:21 PM

## 2021 - 2022 GENERAL FUND PRELIMINARY PROPOSED BUDGET

General Fund Budget Office Recommendations

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#### ITEMS REMOVED FROM DISCUSSION

SO - L Chart for SO Only / 1% Above the Median	\$	2,507,926.00	\$	-	
Transfer Court Clerk II from JP Office	\$	-	\$	-	

\$ -

All Other L Chart Departments / 1% Above the Median	\$	969,531.00	\$	-	
L Chart - Removal of 4% Increase	\$	(796,194.19)	\$	-	
DA - Remove 15% above bottom of the grade to stay within policy B37 at \$83,101.48 + 4% COLA	\$	(32,106.24)	\$	-	
SO - Chiefs and Assistant Chiefs	\$	107,567.00	\$	-	
SO - Additional 2% COLA for L Chart	\$	400,873.45	\$	-	Motion Failed 8/17/2021
SO New Position in Relation to SB111 / B26 or \$50,155.40	\$	81,271.43	\$	-	Motion Failed 8/24/2021
<b>SUBTOTAL</b>	<b>\$</b>	<b>13,732,931.41</b>	<b>\$</b>	<b>10,485,727.96</b>	
<b>GRAND TOTAL</b>			<b>\$</b>	<b>253,823,464.96</b>	

### 2021 - 2022 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations			\$	44,298,593.00	
<b>SUBTOTAL</b>			<b>\$</b>	<b>44,298,593.00</b>	
<b>SPONSORED ITEMS FOR COURT CONSIDERATION 8/24/21</b>					
Transfer to Capital Projects 000777 / Chandler Creek, Garden Park, San Gabriel RR, CR375	\$	2,000,000.00	\$	2,000,000.00	Approved 8/24/2021
Work Comp Shortage	\$	24,878.54	\$	24,878.54	Approved 8/24/2021
<b>SPONSORED ITEMS FOR COURT CONSIDERATION 8/10/21</b>					
Transfer to Capital Projects 000777	\$	564,168.00	\$	564,168.00	Approved 8/10/2021
<b>ITEMS REMAINING FOR SPONSORSHIP</b>					
CIP (Sand Shed)	\$	1,500,000.00			
<b>SUBTOTAL</b>	<b>\$</b>	<b>2,064,168.00</b>	<b>\$</b>	<b>2,589,046.54</b>	
<b>GRAND TOTAL</b>			<b>\$</b>	<b>46,887,639.54</b>	

### 2021 - 2022 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations			\$	152,451,260.00	
<b>TOTAL</b>			<b>\$</b>	<b>152,451,260.00</b>	
<b>GENERAL FUND, ROAD &amp; BRIDGE FUND and DEBT SERVICE FUND TOTAL</b>			<b>\$</b>	<b>453,162,364.50</b>	

**Commissioners Court - Regular Session****69.****Meeting Date:** 08/31/2021

1015AM Public Hearing Wilco proposed 2021 tax rate of 44.0846 cents per \$100 of valuation

**Submitted For:** Larry Gaddes**Submitted By:** Judy Kocian, County Tax  
Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

10:15 a.m. Public Hearing on the proposed 2021 tax rate of 44.0846 cents per \$100 of valuation for Williamson County.

**Background**

This is a public hearing on the proposed 2021 tax rate. The proposed rate was voted on August 3, 2021, and is the combined rate of M&O, I&S, and R/FM. The individual tax rates will be adopted on August 31, 2021.

Proposed Tax Rate: 44.0846 cents per \$100  
Preceding Year's Tax Rate: 45.8719 cents per \$100  
No New Revenue Tax Rate: 39.4024 cents per \$100  
Voter Approval Tax Rate: 44.0846 cents per \$100

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 11:08 AM

Started On: 07/29/2021 08:44 AM

**Commissioners Court - Regular Session****70.****Meeting Date:** 08/31/2021

2021 tax rate adoption for Williamson County

**Submitted For:** Larry Gaddes**Submitted By:** Judy Kocian, County Tax  
Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding the adoption of the 2021 tax rates for Williamson County General Fund and Williamson County Road and Bridge Fund.

**Background**

The following tax rate was proposed on August 3, 2021 - 44.0846 cents. The attached order reflects the adoption of the 2021 tax rates for Maintenance and Operations, Debt Service, and Road and Bridge funds for Williamson County, Texas.

**Notes:**

The following verbiage must be stated by the official making the motion for the adoption of the proposed tax rate:

I move that the property tax rate be increased by the adoption of a total tax rate of 44.0846 cents per \$100 of valuation, which is effectively a 11.88 percent increase in the tax rate, and that each rate is as follows:

Maintenance and Operations Fund - 23.5846 cents per \$100 of valuation

Debt Service Fund - 16.5 cents per \$100 of valuation

Road and Bridge Fund - 0.04 cents per \$100 of valuation

Second -

Take a record vote.

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**Fiscal Impact**

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

Adopt tax rate 2021

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 08/26/2021

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 11:09 AM

Started On: 07/29/2021 08:45 AM





**WILLIAMSON COUNTY COMMISSIONERS COURT ORDER  
ADOPTION OF 2021 TAX RATES FOR  
WILLIAMSON COUNTY, TEXAS**

**STATE OF TEXAS                    §**

**COUNTY OF WILLIAMSON §**

**THAT ON THIS** the 31<sup>st</sup> day of August 2021, the Commissioners Court of Williamson County, Texas met in duly called session at the Commissioner's Courtroom, 710 Main St., Georgetown, Texas, with the following members present:

Bill Gravell, County Judge  
Terry Cook, Commissioner Precinct #1  
Cynthia Long, Commissioner Precinct #2  
Valerie Covey, Commissioner Precinct #3  
Russ Boles, Commissioner Precinct #4  
Nancy E. Rister, County Clerk

And at said meeting, among other business, the Court did consider the following:

**ORDER ADOPTING A TAX RATE FOR TAX YEAR 2021**

**WHEREAS**, Vernon's Texas Codes Annotated (V.T.C.A.) Tax Code 26.05 provides that the Williamson County Commissioners Court shall adopt the tax rates for the current year; and

**WHEREAS**, it is necessary to levy ad valorem taxes on each \$100 valuation of all taxable property in Williamson County, Texas for the Tax Year beginning January 1, 2020, which will be due no later than January 31, 2021 at the tax rates set forth herein below; and

**WHEREAS**, the Williamson County Commissioners Court has complied with all the requirements set forth in the Tax Code; NOW

**THEREFORE, BE IT ORDERED** that the Williamson County Commissioners Court, by the record vote set out herein below, hereby adopts the following ad valorem tax rates:

A Maintenance and Operations fund tax rate of \$0.                      per \$100 of valuation

A Debt Service fund tax rate of \$0.                      per \$100 of valuation

A Road and Bridge fund tax rate of \$0.                      \$100 of valuation

## Record Vote

	Yes	Abstain	No	Absent
Bill Gravell, County Judge:	_____	_____	_____	_____
Terry Cook, Commissioners, Precinct 1:	_____	_____	_____	_____
Cynthia Long, Commissioners, Precinct 2:	_____	_____	_____	_____
Valerie Covey, Commissioner, Precinct 3:	_____	_____	_____	_____
Russ Boles, Commissioner, Precinct 4:	_____	_____	_____	_____

**Motion Carried:**      **Yes:** \_\_\_\_\_      **No:** \_\_\_\_\_  
                                 **Abstaining:** \_\_\_\_\_      **Absent:** \_\_\_\_\_

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S RATE;** and

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY \_\_\_\_\_ PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$\_\_\_\_\_.**

**BE IT FURTHER ORDERED** that the Williamson County Commissioners Court levy taxes in accordance with the foregoing tax rates and the provisions of the law.

**AND BE IT FURTHER ORDERED** that if for any reason, the action of the Williamson County Commissioners Court setting tax rates or levying taxes should be held ineffective by a court of competent jurisdiction, that this Order shall serve as evidence of the good faith of Williamson County in attempting to comply with the law in as substantial a fashion as could be done under the circumstances, and as evidence that Williamson County would have lawfully adopted a tax rate but for the conditions completely beyond control of Williamson County.

County Judge Bill Gravell was authorized to sign said Orders and ACT and DEED of the Williamson County Commissioners Court, this 31<sup>st</sup> day of August of 2021.

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Bill Gravell, County Judge

ATTEST:

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Nancy E. Rister, County Clerk

## Commissioners Court - Regular Session

71.

**Meeting Date:** 08/31/2021

Executive Session

**Submitted For:** Charlie Crossfield

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

**Department:** Road Bond

**Agenda Category:** Executive Session

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### Information

#### Agenda Item

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

#### A. Real Estate Owned by Third Parties

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

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

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### Fiscal Impact

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

*No file(s) attached.*

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### Form Review

#### Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/26/2021

#### Reviewed By

Becky Pruitt

#### Date

08/26/2021 11:17 AM

Started On: 08/26/2021 11:02 AM

**Commissioners Court - Regular Session****72.****Meeting Date:** 08/31/2021

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**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 Red Hot Chili Pepper
- g) Project Nirvana
- h) Project Soundgarden
- i) Project Def Leppard
- j) Project Flex Power

**Background**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Becky Pruitt

**Date**

08/26/2021 11:18 AM

Form Started By: Charlie Crossfield

Started On: 08/26/2021 11:03 AM

Final Approval Date: 08/26/2021