NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
September 14, 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 – 49)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005000	Capital Outlay > $5,000	$10,000
From	0100-0540-003307	Pharamaceuticals	$10,000
To	0100-0540-003200	Medical Supplies	$20,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004100	HR/Professional Services	$600
To	0100.0402.004311	HR/Advertising	$600

5. Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #3.

Fiscal Impact

From/To	Acct No.	Description	Amount

From	0100-0409-004998	Non Dept/Contingencies	$37,000
To	0100-0453-004190	JP#3/Autopsies	$37,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	$20,897.92
To	0100.0475.003005	Office Furniture	$6,266.00
To	0100.0475.003006	Office Equipment	$402.00
To	0100.0475.003901	Publications/Books/Periodicals	$631.00
To	0100.0475.001927	County Atty Leg Supplement	$10,000.00
To	0100.0475.001107	Temp Labor/Seasonal Help	$1,280.00
To	0100.0475.002010	FICA	$862.92
To	0100.0475.002020	Retirement	$1,456.00

7. Discuss, consider and take appropriate action on accepting a cash donation to the Williamson County Sheriff's Office Victim Assistance Division from Gina Weesner in the amount of $290.00 pursuant to Tex Loc. Gov't Code 81.032.

8. Discuss, consider and take appropriate action on accepting a donation to Williamson County Juvenile Services from Faith Lutheran Church in the amount of $50.00 for school supplies.

9. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov’t Code 263.152, for the period of 08/01/2021 through 08/31/2021.

10. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov’t Code 263.152, for the period of 08/01/2021 through 08/31/2021.

11. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov’t Code 263.152, for the period of 08/01/2021 through 08/31/2021.

12. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2011 Ford F250 Vin #0444, pursuant to Tx. Local Gov’t Code 263.152.

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

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

15. Discuss, consider, and take appropriate action regarding request of Constable Precinct One for approval of Dwight Bertram to a reserve deputy constable position in precinct one pursuant to Tex. Loc. Gov't Code 86.011.

16. Take action and note in the official minutes the adoption of an employer contribution rate of 16.18% to TCDRS for 2022.

17. Discuss, consider and take appropriate action on a Business Associate Agreement by and between Williamson County, Texas and Family Emergency Room, LLC and those facilities that Family Emergency Room, LLC manages.

18. Discuss, consider and take appropriate action on approving the amendment between Public Health Management Corporation and Williamson County for the addition of DUI-RANT licenses in the amount of $1,100.00 per year to the original agreement, and authorizing execution of the amendment.

19. Discuss, consider and take appropriate action on a split award to various vendors for specific line item bids received for EMS Medical Supplies for Williamson County, IFB #T4875, to the lowest and best bidders as noted on the attached bid tab.

20. Discuss, consider and take appropriate action on approving the agreement between Williamson County Juvenile Services and National Testing Network, for profession testing and recruitment services, in the amount of $1,250.00 per year and authorizing execution of the agreement.

21. Discuss, consider and take appropriate action on approving the agreement between Elections Systems and Software LLC (ES&S) and Williamson County for Ballot on Demand Services and Election Setup Services in the amount of $4,930.00 and authorizing execution of the agreement.

22. Discuss, consider and take appropriate action on approving the lease of six (6) Sharp Electronics Corp copiers for the Williamson County Sheriff's Office, one (1) in the amount of $256.27 per month for the CIT Department, one (1) in the amount of $163.58 for the Cold Case Department, one (1) in the amount of $393.36 for the HQ Main Department, one (1) in the amount of $162.42 for the Warrants Department. one (1) in the amount of $85.87 for the Impound and one (1) in the amount of $101.82 for HQHR Department, pursuant to DIR Contract #DIR-CPO-4433.

23. Discuss, consider, and take appropriate action on awarding IFB #T4520 Lease of 227 Acres Agricultural Land at Blackland Heritage County Park to Randall Fischer for two (2) years at $26,105.00 per year and authorize the execution of the Lease Agreement.

24. Discuss, consider and take appropriate action on authorizing the extension of contract 1707-172, renewal option period 2, for the same pricing, terms and conditions as the existing contract for Tennis Pro Manager at Southwest Williamson County Regional Park for the term of October 1, 2021 - September 30, 2022 with Rippner Tennis.

25. Discuss, consider and take appropriate action on approval of Investment Advisory Services contract with Hilltop Securities Asset Management, LLC, f/k/a First Southwest Asset Management, Inc. (covering the term of September 7, 2021 - September 6, 2025) and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4); and authorize the execution of the agreement.

26. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Williamson County and Cities Health District Program Evaluation and Transition Recommendations under RFQ 21RFSQ18.

27. Discuss, consider, and take appropriate action on approving the annual request to exempt from competitive bidding/proposal requirements, pursuant to Tex.Loc. Gov't Code Section 262.024(11) ("vehicle and equipment repairs") (i.e. those not covered by insurance coverage and that are paid for from county funds) for FY21/22 based on criteria and definitions provided by the Williamson County Purchasing Agent.

28. Discuss, consider and take appropriate action on approving a Services Contract for Fixed Asset Management Program and Software (BuyBoard Contract #579-19) between Williamson County and RCI Technologies, Inc. for the amount of $48,000.00 plus additional service component for digital photographs of key equipment in the amount of $95/hour and $1/asset photographed (for an estimated $1000.00) and authorizing execution of the contract.

29. Discuss, consider, and take appropriate action on approving the agreement between Williamson County and MCCi for additional users for software licensing for Laserfiche Rio Records Management for a total of $19,687.50 with an annual software support amount of $3,375.00, pursuant to the BuyBoard Contract #625-20, and authorizing the execution of this agreement.

30. Discuss, consider, and take appropriate action on approving the agreement between Williamson County and Freeit Data Solutions on a Time and Materials (T&M) basis to provide consulting, configuration expertise and implementation of the Azure Sentinel technology area. The estimated price for these services is $40,320.00, pursuant to the DIR contract #DIR-TSO-4229 valid through 8/23/22, and authorizing the execution of the agreement.

31. Discuss, consider and take appropriate action on authorizing the annual agreement for Microsoft Enterprise Support Services contract renewal on DIR Contract #DIR-TSO-3781, for the term of November 1, 2021 – October 31, 2022, with Microsoft Corporation for the amount of $93,165.00.

32. Discuss, consider and take appropriate action on Supplemental Agreement No. 1 to First Amended and Restated Agreement for Design & Engineering Services with BLGY, Inc., for the Children's Advocacy Center Addition Project (P530). BLGY provided additional services for Revit Model Changes required during Post-VE Construction Budget Augmentation. Under Section 7 of First Amended and Restated Agreement, A/E can be compensated for additional services and charges up to $29,462. These services will be reimbursed for $18,906.

33. Discuss, consider and take appropriate action on approving the Master Service Agreement proposal between Williamson County and Carrier Corporation for HVAC Preventative Maintenance Services in the amount of $18,296.00 per year per the terms of the Buyboard contract #631-20 and authorizing the execution of this agreement.

34. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Cedar Park regarding the transfer of ownership of a school zone flashing beacon assembly, located on Anderson Mill Road south of Zeppelin Drive, to the City of Cedar Park.

35. Discuss, consider and take appropriate action on authorizing the contract renewal for countywide building Pest Control Services, contract #1905-320, renewal period 1 for term October 1, 2021 - September 30, 2022, with Pest Management, Inc, for the same pricing, terms and conditions as the existing contract, with the exception of, incorporation of the amended Attachment C Pest Management Compensation Fees, which updates County Facilities locations, services and fees and is subject to Commissioners Court approval.

36. Discuss, consider and take appropriate action on authorizing the extension to Irrigation Maintenance and Repair Services contract #T2104, renewal period #1/4 with American Irrigation Repair LLC for the same pricing, terms and conditions as the existing contract, with the exception of, incorporating the U.S. Bureau of Labor Statistics CPI Summary, dated 11 August 2021, that increases service category rates under contract, for the renewal period #1 term of October 1, 2021 through September 30, 2022.

37. Discuss, consider and take appropriate action on approving agreement between Williamson County and Randy Plaag d/b/a Training Texas for Heavy Equipment Training Safety in the not-to-exceed amount of $42,000.00, exempting the purchase from competetive bidding under Texas Local Government Code 262.024 (a)(4) for personal or professional service and authorizing the execution of this agreement.

38. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 5 under Williamson County Contract between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for Professional Engineering Design Services for Roadway Reconstruction and Drainage Improvements on Baker Ln, Jennifer Ln, Hawkins Dr, Mikes Way and Norwood Dr in South San Gabriel Ranches Subdivision. Funding source: P489.

39. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $10,056,929.00 to expire September 30, 2022 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road Bond Project Management, Design Management, and Construction Management. Funding source: Road Bonds.

40. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 2 under Williamson County Contract between HNTB Corporation and Williamson County dated December 17, 2019 for Annual Fiscal Year Work Authorzation. The funding source is Road Bonds.

41. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $1,587,932.00 to expire September 30, 2022 under WilliamsonCounty Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road and Bridge Project Management, Design Management, and Construction Management.

42. Discuss, consider and take appropriate action on Change Order No 1, to contract number IFB T751, in the amount of -$35,497.02 for CR 366 Milling and Overlay. Funding source: 01.0200.0210.003599

43. Discuss, consider and take appropriate action on Change Order No 1, to contract IFB T2911, in the amount of $8,427.57 for Schultz-Meister Overlay. Funding source: 01.0200.0210.003599

44. Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 2 under Williamson County Contract between Freese and Nichols, Inc. and Williamson County dated April 7, 2016 for Engineering Design Services for the repair of San Gabriel Ranch Road. Funding source: P439.

45. Discuss, consider and take appropriate action on Change Order No 2, to contract number IFB T1498, in the amount of -$128,720.95 for the Shell Road and Shell Spur Milling, Sealing and Overlay Project. Funding source: 01.0200.0210.003599.

46. Order regarding annexation by the City of Georgetown, Texas of Higgs Road.

47. Discuss, consider and take appropriate action on approval of the final plat for the Arrowwood subdivision – Precinct 2.

48. Discuss, consider and take appropriate action on approval of the final plat for the Rio Lobo Phase 2 subdivision – Precinct 3.

49. Discuss, consider and take appropriate action on approval of the final plat for the East Santa Rita Boulevard subdivision – Precinct 3.

REGULAR AGENDA

50. Discuss, consider and take appropriate action on Proclamation recognizing the month of September as National Suicide Prevention Awareness Month.

51. 10:00 AM Hold public hearing on the plan for the funding of the preservation and restoration program of the County Clerk's Records Archives for 2021-2022.

52. Discuss, consider and take appropriate action for an increase in the Archive Fee from $5 to $10 and take action on approval of the plan for Dept. 0384 expenditures.

53. 10:15 AM---Hold public hearing on the plan for funding of the preservation and restoration of the District Clerk Records Archive for Fiscal Year 2021-2022.

54. Discuss, Consider and take appropriate action on the plan for funding of the preservation and restoration of the District Clerk's Record Archive for FY 2021-2022.

55. 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.

56. Discuss, consider and take appropriate action approving an agreement between Williamson County and Hill Country Medical Ministries, Inc. d/b/a Samaritan Health Ministries for reimbursement under the Coronavirus Aid, Relief and Economic Security Act (CARES Act) for exepenses incurred as a result of COVID-19.

57. Discuss, consider and take appropriate action on determining the scope of work for the Williamson County Strategic Plan Consulting Services project.

58. Discuss, consider and take appropriate action on approving the purchase of Tax Statement Printing and Mailing from Variverge pursuant to Montgomery County Interlocal Agreement (ILA) in the amount of $67,155.

59. Discuss, consider and take appropriate action on interlocal agreement for law enforcement services between Williamson County and Williamson-Travis Counties Municipal Utility District No. 1.

60. Discuss, consider and take appropriate action on canceling the Commissioners Court session for October 12, 2021.

61. Discuss, consider and take appropriate action on approving a Service and Maintenance Agreement for Uninterruptible Power Supply devices (UPS) in the Williamson County Emergency Services Operations Center (ESOC) in the amount of $35,322.10 and exempting Unified Power from the competitive bidding requirements for said service established by Section 262.024 (a)(7)(D) [Captive Replacement Parts and Components for Equipment] of the Texas Local Government Code Discretionary Exemptions, and authorizing the execution of the agreement.

62. Discuss, consider and take appropriate action on approving the quotation attached for Oracle license and support renewal for three (3) years through Mythics pursuant to DIR contract #DIR-TSO-4158 in the amount of $961,754.31.

63. Discuss, consider and take appropriate action on approving the agreement between Williamson County and Mythics for the renewal of Oracle Cloud IDCS plus an additional 200 users for IDCS for a total amount of $93,248.00, pursuant to the Omnia Partners/US Communities contract 180233-002 and authorizing the execution of the agreement.

64. Discuss, consider and take any appropriate action regarding the approval of the early voting by personal appearance full time polling locations and voting hours for the Constitutional Amendment and Special Elections to be held November 2, 2021.

65. Discuss, consider and take appropriate action on ordering the Constitutional Amendment and Special Elections to be held on Tuesday, November 2, 2021.

66. Discuss, consider, and take any appropriate action regarding the authorization for Williamson County to participate in a joint election with other political subdivisions to be conducted on November 2, 2021.

67. Discuss, consider and take appropriate action approving issuance of a Notice of Constitutional Amendment & Special Elections and approval of the Vote Center locations to be used for the elections to be held November 2, 2021.

68. Discuss, consider and take appropriate action on transfering PCN#1260 from the Juvenile Services Departmental budget to the Sheriff's Office Departmental budget for FY22.

69. Discuss, consider and take appropriate action on a line item transfer for the FY22 budget moving PCN#1260 from 0576 (Juvenile Services) to the 0560(Sheriff's Office).

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.001105	Salary	79,141.18
From	0100.0576.001109	Cell Phone Stipend	300.00
From	0100.0576.001114	Certifications	1,080.00
From	0100.0576.001125	Longevity	2,496.00

From	0100.0576.002010	FICA	6,350.82
From	0100.0576.002020	Retirement	13,432.18
From	0100.0576.002030	Insurance	10,128.00
From	0100.0576.002050	Work Comp	1,636.27
To	0100.0560.001105	Salary	79,141.18
To	0100.0560.001109	Cell Phone Stipend	300.00
To	0100.0560.001114	Certifications	1,080.00
To	0100.0560.001125	Longevity	2,496.00
To	0100.0560.002010	FICA	6,350.82
To	0100.0560.002020	Retirement	13,432.18
To	0100.0560.002030	Insurance	10,128.00
To	0100.0560.002050	Work Comp	1,636.27

70. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Cityview Bible Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2021 (2441 CR 112 in Round Rock).

71. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Celebration Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2021 (Traffic control and security during various church services).

72. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Sonterra Municipal Utility District regarding off duty contracting of County Sheriff Deputies to be effective October 1, 2021.

73. Discuss, consider and take appropriate action on approving an Amendment Three to Interlocal Cooperation Agreement for Austin Regional Intelligence Center (ARIC) and an Amendment Three to Interlocal Cooperation Agreement for Sustainment Funding for the ARIC; and authorize the County Judge to execute such amendments.

74. Discuss, consider and take appropriate action on approving the agreement between Brandy P. Miller, Ph.D., PC and Williamson County for Psychological Services for the Williamson County Sheriff's Office, and exempting this agreement from competitive bidding requirements as per Texas Local Government Code 262.024 (a)(4) a personal or professional service, and authorizing execution of the agreement.

75. Discuss, consider and take appropriate action on a Design-Build Standard Form of Agreement between Williamson County and Chasco Constructors, Ltd. L.L.C. for the Williamson County LE Drop Center Project; 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; designate County Architect Trenton H. Jacobs, AIA, as Williamson County’s architect pursuant

to Subchapter G of the Chapter 2269, Texas Government Code; and authorize the County Judge to execute the Design-Build Standard Form of Agreement.

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

77. Discuss, consider, and take appropriate action on awarding IFB T5045 CR 404 Hutto 18 Inch Waterline Realignment to Austin Underground, Inc. and authorizing the execution of the agreement. Funding source is P390.

78. Discuss, consider, and take appropriate action on awarding IFB #T4320 CR Paving 401,402 and 404 to Texas Materials Group, Inc. and authorizing the execution of the agreement.

79. Discuss, consider, and take appropriate action regarding Change Order no. 1 in the amount of $139,570.57 for 2138 CR 101 (James Construction), a Road Bond project in Commissioner Pct. 4. P: 269 Funding Source: Road Bond.

80. Discuss, consider, and take appropriate action regarding Change Order no. 2 in the amount of $87,600.15 for 2138 CR 101 (James Construction) a Road Bond project in Commissioner Pct. 4. P: 269 Funding Source: Road Bond.

81. Discuss, consider and take appropriate action on Contract Amendment No 4 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.

82. 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 Mangement/Inspection Services for Williamson County Road Bond Projects.

83. Discuss, consider and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Randolph Texas Development for the Northgate Ranch Phase 2, Sections 6-10 subdivision – Precinct 2.

84. Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the Bagdad Road North contract between Williamson County and Binkley & Barfield, Inc. relating to the 2019 Road Bond Program. Project: P343. Fund Source: Road Bonds.

85. Discuss, consider and take appropriate action on a Rule 11 Condemnation Settlement Agreement with Fuessel Holdings, LLC for right of way needed on the SE Loop Segment 3 project (Parcel 94) Funding Source: Road Bonds P332

86. Discuss, consider and take appropriate action on an Agreement Regarding Relocation of Pipeline Improvements (FM 3349 Project) with Flint Hills Resources Corpus Christi LLC. Funding Source; Road Bonds P332

87. Discuss, consider and take appropriate action on a claim for actual moving expenses for right of way acquired on the CR 176 project (Parcel 5) with Thomas and Melissa Diaz. Funding Source: Road Bonds P241

88. Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Jonah Water Special Utility District for right of way needed on the SE Loop Project (Parcel 82) Funding Source: Road Bonds P332

89. Discuss, consider and take appropriate action on a Resolution with TxDoT regarding the SW Bypass Extension project.

90. Discuss, consider and take appropriate action on an Agreement for a Local On-System Improvement Project with TXDoT regarding the Southwest Bypass Extension at SH 29 project. Funding Source P352

91. Discuss, consider and take appropriate action on a Real Estate Contract and a Commercial Property Lease Agreement with HMP 2243 LP for right of way needed on the FM 2243 Project (Parcels 11 & 12) Funding Source: Road Bonds P385

92. Discuss, consider and take appropriate action to approve the projects and budgets for the 2018,2019,2020,2021 and 2022 Capital Improvement Programs; the 2013 Park Bonds; 2019 Park Bonds; 2015 Certificate of Obligation, Long Range Transportation (LTP) and the 2021 Tax Anticipation Note.

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)."

93. 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.

94. 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 Sound Garden
i) Project Def Leopard
j) Project Flex Power

95. 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) Claim of Regina Wright.
h) 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.
i) 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.
j) 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.
k) 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.
l) 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.
m) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
n) 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.
o) 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.
p) Shamona Harris - EEOC Charge #451-2021-00812.
q) 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.
r) 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.
s) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
t) 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.
u) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
v) 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.
w) 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.
x) Kelli Bomer - EEOC Charge #451-2021-00920.
y) Gary Haston - EEOC Charge #451-2021-01145.
z) 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.
aa) 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.
bb) EEOC Charge of Discrimination #450-2021-00854 - Donald L. Foiles, Jr.
cc) 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.
dd) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
ee) Williamson County Landfill Operation Agreement Terms and Conditions.
ff) 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.

96. 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).

97. 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)

98. Discuss and take appropriate action concerning economic development.

99. Discuss and take appropriate action concerning real estate.

100. 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) Claim of Regina Wright.
h) 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.
i) 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.
j) 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.
k) 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.
l) 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.
m) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
n) 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.
o) 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.
p) Shamona Harris - EEOC Charge #451-2021-00812.
q) 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.
r) 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.
s) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
t) 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.
u) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
v) 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.
w) 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.
x) Kelli Bomer - EEOC Charge #451-2021-00920.
y) Gary Haston - EEOC Charge #451-2021-01145.
z) 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.
aa) 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.
bb) EEOC Charge of Discrimination #450-2021-00854 - Donald L. Foiles, Jr.
cc) 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.
dd) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
ee) Williamson County Landfill Operation Agreement Terms and Conditions.
ff) 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.

101. 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.

102. Comments from Commissioners.

103. 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 10th day of September 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: 09/14/2021

EMS LIT - Medical Supplies

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

Line item transfer for the purchase of medical supplies for the EMS department for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005000	Capital Outlay > $5,000	$10,000
From	0100-0540-003307	Pharamaceuticals	$10,000
To	0100-0540-003200	Medical Supplies	$20,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/31/2021 01:29 PM
Budget Office	Ashlie Holladay	08/31/2021 01:47 PM
Form Started By: Michael Knipstein		Started On: 08/31/2021 10:07 AM
Final Approval Date: 08/31/2021		

Commissioners Court - Regular Session **4.**

Meeting Date: 09/14/2021

LIT

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

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer will cover four days of digital advertising for the Wilco Career Fair on Sept. 13th.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004100	HR/Professional Services	$600
To	0100.0402.004311	HR/Advertising	$600

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/07/2021 01:42 PM
Budget Office	Ashlie Holladay	09/08/2021 08:08 AM

Form Started By: Rebecca Clemons Started On: 09/07/2021 01:03 PM

Final Approval Date: 09/08/2021

Commissioners Court - Regular Session **5.**

Meeting Date: 09/14/2021

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #3.

Background

Increase in the number of autopsies for FY21 has depleted funds. Currently we have a deficit of $14K and are spending on average $23K monthly. We are requesting a total of $37K in the autopsy line for the remainder of FY21.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$37,000
To	0100-0453-004190	JP#3/Autopsies	$37,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:35 AM
Form Started By: Ashlie Holladay		Started On: 09/08/2021 04:21 PM
Final Approval Date: 09/09/2021		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/14/2021

Line Item Transfer

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested to cover expenses for the remainder of budget year out of the CA Legislative Supplement funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	$20,897.92
To	0100.0475.003005	Office Furniture	$6,266.00
To	0100.0475.003006	Office Equipment	$402.00
To	0100.0475.003901	Publications/Books/Periodicals	$631.00
To	0100.0475.001927	County Atty Leg Supplement	$10,000.00
To	0100.0475.001107	Temp Labor/Seasonal Help	$1,280.00
To	0100.0475.002010	FICA	$862.92
To	0100.0475.002020	Retirement	$1,456.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:37 AM
Budget Office	Ashlie Holladay	09/09/2021 01:34 PM

Form Started By: Stephanie Lloyd Started On: 09/08/2021 08:50 PM

Final Approval Date: 09/09/2021

Commissioners Court - Regular Session **7.**

Meeting Date: 09/14/2021

Cash Donation for VA from Gina Weesner for Sheriff's Office

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a cash donation to the Williamson County Sheriff's Office Victim Assistance Division from Gina Weesner in the amount of $290.00 pursuant to Tex Loc. Gov't Code 81.032.

Background

Gina Weesner, a Sheriff's Office VA volunteer, has so kindly donated the past two years and would like to donate again this year to the VA Division.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/02/2021 10:02 AM
Form Started By: Starla Hall		Started On: 09/02/2021 07:23 AM
Final Approval Date: 09/02/2021		

Commissioners Court - Regular Session **8.**

Meeting Date: 09/14/2021

Donation to Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a donation to Williamson County Juvenile Services from Faith Lutheran Church in the amount of $50.00 for school supplies.

Background

Faith Lutheran Church has generously donated $50.00 to Williamson County Juvenile Services for the purchase of school supplies.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 10:30 AM
Form Started By: Denise Carlson		Started On: 09/09/2021 09:34 AM
Final Approval Date: 09/09/2021		

Commissioners Court - Regular Session **9.**

Meeting Date: 09/14/2021

Assets for Auction Monthly Report 9.14.21

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 08/01/2021 through 08/31/2021.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction Monthly Report 8.31.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2021 04:06 PM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:03 AM
Form Started By: Mary Watson		Started On: 08/24/2021 01:50 PM
Final Approval Date: 09/09/2021		

"August 2021 Monthly Report **Court Date:** 9/14/2021

Williamson County - Assets for Auction

Agenda #: 27378

Item	Serial Number	Quantity	Department
Round wooden table		1	911 Communications
Dry erase board with pin board in wood cabinet		2	911 Communications
Dry erase board with wooden cabinet bifold style		1	911 Communications
Dell P2213f	See List	2	911 Communications
Dell P2012Ht	CN-OW5HWR-74445-354Q-CLCS	1	911 Communications
Dell P2210t	101217H06 00152	1	911 Communications
Espon Workforce WF-2650	ULUY169763	1	911 Communications
Netgear Aircard AC791L	4A516BN10055E	1	911 Communications
48" desk with lockable hutch		2	911 Communications
Large Wooden Office Desk		1	Benefits
Dell OptiPlex 7040 Asset No. 182589	8CJ6ZG2	1	Constable 1
Keyboard		3	County Auditor
Mouse		3	County Auditor
Ergonomic Mouse		1	County Auditor
Dell OptiPlex 7050	BPWSSM2	1	County Auditor
Desk Risers		2	County Auditor
Monitors		2	County Auditor
Dell Latitude E5570	JZ8BVD2	1	County Auditor
Dell Latitude E7440	4VQ8TZ1	1	County Auditor
desk/credenza		1	CSCD - County Purchased
L-shape desk		1	CSCD - County Purchased
Credenza		1	CSCD - County Purchased
Panasonic FZ-G1 touchpad tablet	SN 4ITSA93386, 4HTSA92394	2	Emergency Services Dept.
Dell Latitude E5570 laptop-dock & power cord	1Z2C2H2	1	Emergency Services Dept.
Shark Navigator Freestyle Vacuum	4004022	1	Emergency Services Dept.
HPx2 210 tablet	5CD7172WG7	1	Emergency Services Dept.
HP Tablet LobbyGuard Stand	5901158PT	1	Emergency Services Dept.
Jack, Floor, Blue Point		1	Fleet Services
Tools, Misc Air, Box		1	Fleet Services
4 Bx Misc Emergency Lighting/Siren Parts		1	Fleet Services
SONY Camcorder DCR-DVD101	416875, Asset tag 8454	1	Human Resources
SoundStation2 Full Duplex conference phone	0H0A1321029E	1	Human Resources
SoundStation2W Dect 6.0 wireless conf phone	AA08122185B9	1	Human Resources
Red Office Chair		1	Human Resources
Dell Monitor 1704FPTt	CN-0C730C-71618-591-CBR3	1	Human Resources
Dell Monitor 1704FPTt	CN-0Y4299-71618-591-CBRR	1	Human Resources
Dell Monitor P170St	CN-0VHPX3-74445-25F-497L	1	Human Resources
Dell Monitor P170Sf	CN-0YVG53-72872-0AL-C36U	1	Human Resources
Dell P150Sb Monitor	MX-0D2TM262-2A8-1DRL	1	Human Resources
Dell P2213t	CN-0FJ44J-74445-4BH-AXYS	1	Human Resources
Dell Printer Stands		2	Human Resources
HP Color Laswer Jet 4700N	JP2LB71783	1	JP 1
Scanner Canon DRM160lll	GX314357	1	JP 1
Barcode Scanners		6	JP 1
Optiplex 740 Dell	JLPNDNC1	1	JP 1
Optiplex 790 Dell	1DNTHS1	1	JP 1
OPTI 7050 Dell	4NMQHS1	1	JP 1
OPTI 7050 Dell	HVOQMN2	1	JP 1
OPTI 7050 Dell	HVOPMN2	1	JP 1
Commscope-Andrew 6' Microwave dish		1	RCS
Commscope-Andrew 4' Microwave dish		1	RCS
Dell OptiPlex 7070 desktop	4JH0XK2	1	Sheriff's Office
Dell OptiPlex 7070 desktop	8LYQ382	1	Sheriff's Office
Black metal storage cabinet/4 drawers		1	Sheriff's Office
Battery Backup and Surge Protector	Back-UPS 550	4	URS
Battery Backup and Surge Protector	Back-UPS ES 550	1	URS
Monitor-Mounted Speaker		5	URS
Freestanding Computer Speaker Set		2	URS

Avaya Phone		2	URS
Adding Machine	Sharp EL-2192Ell	1	URS
Adding Machine	Texas Instruments TI-5045SVC	1	URS
Wall Clock		1	URS
Small box of Misc. Cables		1	URS
Synology NAS Server	DS213+	1	URS
Dell Monitor	2009Wt	1	URS
Dura-Line Smoothwall HDPE Conduit Ducts 6" on metal reels		8	URS
Dell Wired Keyboard		3	URS
Wireless Keyboard		2	URS
Wireless Keyboard	Logitech K270	1	URS
Wireless Keyboard	Logitech MK320	2	URS
Wireless Keyboard	Logitech K520	2	URS
1 of 2 parts of U shaped desk		1	URS
2 of 2 parts of U shaped desk		1	URS
Mobile Map Holdr Stand		1	URS
Dell OptiPlex 7050	6X56CM2	1	URS
Panasonic FZ-G1 Asset #95207	FA3GFCM4HTSA92879Y	1	Wireless Communications
Panasonic FZ-G1 Docking Station Asset #128317		1	Wireless Communications
Panasonic FZ-G1 Docking Station Asset #128318		1	Wireless Communications

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 02-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Epson Workforce WF-2650
1. Manufacturer ID #:	ULUY169763
1. Oracle Asset #:	NOT FOUND
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	512-943-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 8/2/2021 10:09 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 04-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Round wooden table
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	512-943-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 8/4/2021 10:14 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 25-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	48" desk with lockable hutch
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	512-943-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 8/25/2021 2:01 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021
Agenda Item:	27378

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 02-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Netgear Aircard AC791L
1. Manufacturer ID #:	4A516BN10055E
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	512-943-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 8/2/2021 10:18 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 02-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell P2213f
1. Manufacturer ID #:	CN-OFP04F-72872-35M-AHYS; CN-OFP04F-72872-35M-AHDS
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell P2012Ht
2. Manufacturer ID #:	CN-OW5HWR-74445-354Q-CLCS
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell P2210t
3. Manufacturer ID #:	101217H06 00152
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	512-943-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 8/2/2021 10:09 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 04-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dry erase board with pin board within wood cabinet
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	512-943-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 8/4/2021 10:14 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 04-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dry erase board within wooden cabinet bifold style
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	512-943-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 8/6/2021 9:45 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|evelyn.petrere@wilco.org - 05-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Large Wooden Office Desk
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
Transferring Dept.:	Benefits
Transferring Dept. Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	evelyn.petrere@wilco
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Rebecca Clemons 8/5/2021 12:24 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|patrick.youngren@wilco.org - 23-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell OptiPlex 7040 Asset No. 182589
1. Manufacturer ID #:	Service Tag 8CJ6ZG2
1. Oracle Asset #:	182589
1. Condition of Assets:	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	5122448650
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Patrick Youngren 8/23/2021 9:13 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jkiley@wilco.org - 24-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Monitors
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude E5570
2. Manufacturer ID #:	JZ8BVD2
2. Oracle Asset #:	174574
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude E7440
3. Manufacturer ID #:	4VQ8TZ1
3. Oracle Asset #:	77314
3. Condition of Assets:	Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Julie Kiley
Transferring Dept. Contact Ph#:	3-1552
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Julie Kiley 8/24/2021 8:40 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021
Agenda Item:	27378

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jkiley@wilco.org - 24-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Keyboard
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	Mouse
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Ergonomic Mouse
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Optiplex 7050
4. Manufacturer ID #:	BPWSSM2
4. Oracle Asset #:	205686
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	Desk Risers
5. Oracle Asset #	N/A
5. Condition of Assets	Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Julie Kiley
Transferring Dept. Contact Ph#:	3-1552
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Julie Kiley 8/24/2021 8:30 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Asset Status Change

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	9/14/2021
Agenda Item:	27378

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|melissa.ramos@wilco.org - 10-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	desk/credenza
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	L-shape desk
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
Transferring Dept.:	CSCD - County Purchased
Transferring Dept. Contact Person	Melissa Ramos
Transferring Dept. Contact Ph#:	512-943-3504
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Melissa Ramos 8/10/2021 4:38 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|melissa.ramos@wilco.org - 12-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	credenza
1. Condition of Assets:	Working
Transferring Dept.:	CSCD - County Purchased
Transferring Dept. Contact Person	Melissa Ramos
Transferring Dept. Contact Ph#:	512-943-3504
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Melissa Ramos 8/12/2021 9:49 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 20-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Panasonic FZ-G1 touchpad tablet
1. Manufacturer ID #:	Asset 95205 & 95206 / SN 4ITSA93386 & 4HTSA92394
1. Oracle Asset #:	95025, 95206
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude E5570 laptop w/dock and power cord
2. Manufacturer ID #:	Service tag 1Z2C2H2
2. Oracle Asset #:	182643
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Shark Navigator Freestyle Vacuum (suction no good)
3. Manufacturer ID #:	4004022
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	HPx2 210 tablet (stand is next item)
4. Manufacturer ID #:	SN: 5CD7172WG7
4. Oracle Asset #:	N/A
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	HP Tablet LobbyGuard Stand
5. Manufacturer ID #	SN:" 5901158PT
5. Oracle Asset #	N/A
5. Condition of Assets	Working
Transferring Dept.:	Emergency Services Dept.
Transferring Dept. Contact Person	Damaris Morales

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5128648248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Chris Connealy 8/20/2021 11:51 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jsalazar@wilco.org - 26-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	JACK, FLOOR, BLUE POINT
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	N/A
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	TOOLS, MISC AIR, BOX
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	N/A
2. Condition of Assets:	Non-Working
Transferring Dept.:	Fleet Services
Transferring Dept. Contact Person	Ed Pospisil
Transferring Dept. Contact Ph#:	5129433343
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Ed Pospisil 8/26/2021 3:09 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021
Agenda Item:	27378

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jsalazar@wilco.org - 06-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	4 BX MISC EMERGENCY LIGHTING/SIREN PARTS
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
Transferring Dept.:	Fleet Services
Transferring Dept. Contact Person	Ed Pospisil
Transferring Dept. Contact Ph#:	512-9436-3343
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Ed Pospisil 8/26/2021 3:06 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021
Agenda Item:	27378

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|evelyn.petrere@wilco.org - 30-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	SONY Camcorder DCR-DVD101
1. Manufacturer ID #:	416875, Asset tage 8454
1. Oracle Asset #:	41097
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	SoundStation2 Full Duplex Conference Phone
2. Manufacturer ID #:	0H0A1321029E
2. Oracle Asset #:	48584
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	SoundStation2W Dect 6.0 Wireless Conference Phone
3. Manufacturer ID #:	AA081221815B9
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Red Office Chair
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	N/A
4. Condition of Assets:	Non-Working
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	512-943-1533
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Rebecca Clemons 8/4/2021 10:25 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|evelyn.petrere@wilco.org - 30-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor 1704FPTt
1. Manufacturer ID #:	CN-0C730C-71618-591-CBR3
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Monitor 1704FPTt
2. Manufacturer ID #:	CN-0Y4299-71618-591-CBRR
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Monitor P170St
3. Manufacturer ID #:	CN-0VHPX3-74445-25F-497L
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Monitor P170Sf
4. Manufacturer ID #:	CN-0YVG53-72872-0AL-C36U
4. Oracle Asset #:	N/A
4. Condition of Assets:	Working
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	512-943-1533
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Rebecca Clemons 8/4/2021 10:24 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|evelyn.petrere@wilco.org - 02-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell P150Sb Monitor
1. Manufacturer ID #:	MX-0D2TM262-2A8-1DRL
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell P2213t
2. Manufacturer ID #:	CN-0FJ44J-74445-4BH-AXYS
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Dell Printer Stands
3. Manufacturer ID #:	n?A
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	512-943-1533
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Rebecca Clemons 8/24/2021 10:18 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021
Agenda Item:	27378

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|geneva.salazar@wilco.org - 03-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP COLOR LASWER JET 4700N
1. Manufacturer ID #:	JP2LB71783
1. Oracle Asset #:	44651
1. Condition of Assets:	Working
Transferring Dept.:	Justice of the Peace 1
Transferring Dept. Contact Person	Geneva P. Salazar
Transferring Dept. Contact Ph#:	geneva.salazar@wilco
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Geneva P. Salazar 8/3/2021 4:01 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|geneva.salazar@wilco.org - 03-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Scanner Canon DRM160III
1. Manufacturer ID #:	GX314357
1. Oracle Asset #:	144337
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	6
2. Description:	Barcode Scanners
2. Manufacturer ID #:	na
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
Transferring Dept.:	Justice of the Peace 1
Transferring Dept. Contact Person	Geneva P. Salazar
Transferring Dept. Contact Ph#:	geneva.salazar@wilco
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Geneva P. Salazar 8/3/2021 4:12 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|geneva.salazar@wilco.org - 03-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 740 Dell
1. Manufacturer ID #:	JLPNDNC1
1. Oracle Asset #:	ALREADY RETIRED
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Optiplex 790 DELL
2. Manufacturer ID #:	1DNTHS1
2. Oracle Asset #:	57456
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	OPTI 7050 DELL
3. Manufacturer ID #:	4NMQHS1
3. Oracle Asset #:	ALREADY RETIRED
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	OPTI 7050 DELL
4. Manufacturer ID #:	HVOQMN2
4. Oracle Asset #:	207804
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	OPTI 7050 DELL
5. Manufacturer ID #	HVOPMN2
5. Oracle Asset #	207805
5. Condition of Assets	Unknown
Transferring Dept.:	Justice of the Peace 1
Transferring Dept. Contact Person	Geneva P. Salazar

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-244-8691
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Geneva P. Salazar 8/3/2021 3:54 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|pswisher@wilco.org - 12-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Commscope-Andrew 6' Microwave Dish
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Commscope-Andrew 4' Microwave Dish
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Unknown
Transferring Dept.:	RCS
Transferring Dept. Contact Person	Paul Swisher
Transferring Dept. Contact Ph#:	512-943-3695
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 8/12/2021 12:06 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 13-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell OptiPlex 7070 desktop
1. Manufacturer ID #:	4JH0XK2
1. Oracle Asset #:	190675
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell OptiPlex 7070 desktop
2. Manufacturer ID #:	8LYQ382
2. Oracle Asset #:	150354
2. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James D. Carmona 8/13/2021 8:57 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|cgripentrog@wilco.org - 29-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Black metal storage cabinet/ 4 drawers
1. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Craig Gripentrog
Transferring Dept. Contact Ph#:	5126889083
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 8/20/2021 2:57 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kmurphy@wilco.org - 20-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Battery Backup and Surge Protector
1. Manufacturer ID #:	Back-UPS 550
1. Oracle Asset #:	N/A
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Battery Backup and Surge Protector
2. Manufacturer ID #:	Back-UPS ES 550
2. Oracle Asset #:	N/A
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	5
3. Description:	Monitor-Mounted Speaker
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	Freestanding Computer Speaker Set
4. Oracle Asset #:	N/A
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	2
5. Description	Avaya Phone
5. Oracle Asset #	N/A
5. Condition of Assets	Unknown
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Kelly Murphy
Transferring Dept. Contact Ph#:	5129433331
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kelly J. Murphy 8/20/2021 4:09 PM
Transferring Dept. - Elected Offic./Dept.	✗

Asset Status Change

Asset Status Change

Head/Auth Staff Signature	
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kmurphy@wilco.org - 20-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Adding Machine
1. Manufacturer ID #:	Sharp EL-2192RII
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Adding Machine
2. Manufacturer ID #:	Texas Instruments TI-5045SVC
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Wall Clock
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Small Box of Misc. Cables
4. Oracle Asset #:	N/A
4. Condition of Assets:	Unknown
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Kelly Murphy
Transferring Dept. Contact Ph#:	5129433331
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kelly J. Murphy 8/20/2021 4:13 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kmurphy@wilco.org - 20-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Synology NAS Server
1. Manufacturer ID #:	DS213+
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Monitor
2. Manufacturer ID #:	2009Wt
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Kelly Murphy
Transferring Dept. Contact Ph#:	512-943-3331
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kelly J. Murphy 8/20/2021 4:19 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kmurphy@wilco.org - 02-07-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	8
1. Description:	Dura-Line Smoothwall HDPE Conduit Ducts (6") on Metal Reels
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Kelly Murphy
Transferring Dept. Contact Ph#:	512-943-3331
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Robert B. Daigh, PE 8/13/2021 2:50 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kmurphy@wilco.org - 20-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Dell Wired Keyboard
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Wireless Keyboard
2. Manufacturer ID #:	Dell
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Wireless Keyboard
3. Manufacturer ID #:	Logitech K270
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	2
4. Description:	Wireless Keyboard
4. Manufacturer ID #:	Logitech MK320
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	2
5. Description	Wireless Keyboard
5. Manufacturer ID #	Logitech K520
5. Condition of Assets	Non-Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Kelly Murphy
Transferring Dept. Contact Ph#:	5129433331
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kelly J. Murphy 8/20/2021 4:03 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|vedwards@wilco.org - 25-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	1 of 2 parts of U shaped desk
1. Oracle Asset #:	N/A
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	2 of 2 parts of U shaped desk
2. Oracle Asset #:	N/A
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Mobile Map Holder Stand
3. Manufacturer ID #:	Safeco
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Vicky Edwards
Transferring Dept. Contact Ph#:	512.943.3362
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Robert B. Daigh 8/25/2021 10:57 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021
Agenda Item:	27378

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|pswisher@wilco.org - 19-08-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic FZ-G1 Asset # 95207
1. Manufacturer ID #:	FA3GFCM4HTSA92879Y / PO2664
1. Oracle Asset #:	95207
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Panasonic FZ-G1 Docking Station Asset # 128317
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	128317
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Panasonic FZ-G1 Docking Station Asset # 128318
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	128318
3. Condition of Assets:	Unknown
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Paul Swisher
Transferring Dept. Contact Ph#:	512-943-3695
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 8/25/2021 2:01 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/14/2021
Agenda Item:	27378

Asset Status Change

Commissioners Court - Regular Session **10.**

Meeting Date: 09/14/2021

Assets for Destruction Monthly Report 9.14.21

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 08/01/2021 through 08/31/2021.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Destruction Monthly Report 8.31.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2021 04:06 PM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:03 AM
Form Started By: Mary Watson		Started On: 08/24/2021 01:51 PM
Final Approval Date: 09/09/2021		

"August 2021 Monthly Report **Court Date:** 9/14/2021

Williamson County - Assets for Destruction

Agenda #: 27379

Item	Serial Number	Quantity	Department
Plastic chair mat		1	368th District
Apple iPad Model A1823	GCGV2F5HHLJJ	1	911 Communications
Apple iPad Model A1475	DMPQJ39JF4YF	1	911 Communications
Apple iPad Model A1475	DMPQJ2SUF4YF	1	911 Communications
Apple iPad Model A1395	DMQJJJ9RDFHW	1	911 Communications
MSA, SCBA tank		16	Corrections
Electronic Tracking System vehicle antennae mnt		2	Sheriff's Office
Electronic Tracking System SAW Filter	TSF2-0039	1	Sheriff's Office
Electronic Tracking system Vehicle Display	VD-2683	1	Sheriff's Office
Electronic Tracking System Tracking receiver	AJZ-0876	1	Sheriff's Office
Electronic Tracking System Pocket Detector	BE7-1150	1	Sheriff's Office
Harris Radio MAHK-S9MDX		1	Wireless Communications
Harris Radio MAHK-S9MEX		1	Wireless Communications

Asset Status Change

Title:	i:0#.f|membership|jtredemeyer@wilco.org - 24-08-2021
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	plastic chair mat
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Working
Transferring Dept.:	368th District
Transferring Dept. Contact Person	Jennifer Tredemeyer
Transferring Dept. Contact Ph#:	512-943-1368
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jennifer Tredemeyer 8/24/2021 9:52 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	9/14/2021
Agenda Item:	27379
Asset(s) delivered to warehouse on:	8/24/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 10-08-2021
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Apple iPad Model A1823
1. Manufacturer ID #:	GCGV2F5HHLJJ
1. Oracle Asset #:	199673
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Apple ipad Model A1475
2. Manufacturer ID #:	DMPQJ39JF4YF
2. Oracle Asset #:	145315
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Apple iPad Model A1475
3. Manufacturer ID #:	DMPQJ2SUF4YF
3. Oracle Asset #:	145314
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Apple iPad Model A1395
4. Manufacturer ID #:	DMQJJJ9RDFHW
4. Oracle Asset #:	65324
4. Condition of Assets:	Non-Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	512-943-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 8/10/2021 1:05 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗

Asset Status Change

Asset Status Change

Purchasing Final Determination	Destruction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|tawni.moody@wilco.org - 15-07-2021
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	16
1. Description:	MSA, SCBA tank
1. Oracle Asset #:	N/A
1. Condition of Assets:	Non-Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Tawni Moody
Transferring Dept. Contact Ph#:	5129431308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kathleen Pokluda 7/15/2021 3:30 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|rtravis@wilco.org - 20-08-2021
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	(ETS) Electronic Tracking system vehicle antennae mount
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	N/A
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	(ETS) Electronic Tracking system SAW Filter
2. Manufacturer ID #:	TSF2-0039
2. Oracle Asset #:	N/A
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	(ETS) Electronic Tracking system Vehicle Display
3. Manufacturer ID #:	VD-2683
3. Oracle Asset #:	N/A
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	(ETS) Electronic Tracking System , Tracking reciever
4. Manufacturer ID #:	AJZ-0876
4. Oracle Asset #:	N/A
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	(ETS) Electronic Tracking Sytem Pocket Detector
5. Manufacturer ID #	BE7-1150
5. Oracle Asset #	N/A
5. Condition of Assets	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Russell Travis

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5129435262
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 8/20/2021 2:57 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	9/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|pswisher@wilco.org - 29-07-2021
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Harris Radio MAHK-S9MDX
1. Manufacturer ID #:	A4011D181762
1. Oracle Asset #:	NOT FOUND
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Harris Radio MAHK-S9MEX
2. Manufacturer ID #:	A4011D184789
2. Oracle Asset #:	NOT FOUND
2. Condition of Assets:	Unknown
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Paul Swisher
Transferring Dept. Contact Ph#:	512-943-3695
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 8/2/2021 7:28 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	9/14/2021

Asset Status Change

Commissioners Court - Regular Session **11.**

Meeting Date: 09/14/2021

Assets for Transfer Monthly Report 9.14.21

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 08/01/2021 through 08/31/2021.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer Monthly Report 8.31.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2021 04:06 PM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:04 AM
Form Started By: Mary Watson		Started On: 08/24/2021 01:52 PM
Final Approval Date: 09/09/2021		

"August 2021 Monthly Report **Court Date:** 9/14/2021

Williamson County - Assets for Transfer

Agenda #: 27381

Item	Serial Number	Quantity	From Department	To Department
Dell OptiPlex 7050 Desktop	HV0QMN2	1	Auction	Emergency Med Services

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 26-08-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell OptiPlex 7050 Desktop
1. Manufacturer ID #:	HV0QMN2
1. Oracle Asset #:	TRANSFERRED
1. Condition of Assets:	Working
Transferring Dept.:	Auction
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Tammy McCulley 8/26/2021 10:55 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Emergency Medical Services
Receiving Department Contact Person:	Jessica Toothman
Receiving Dept. Contact Ph#:	512-943-1283
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Jessica Toothman 8/26/2021 10:34 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	9/14/2021
Agenda Item:	27381

Asset Status Change

Commissioners Court - Regular Session **12.**

Meeting Date: 09/14/2021

V/E Assets for Auction 9.14.21

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2011 Ford F250 Vin #0444, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Auction 9.14.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2021 04:06 PM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:04 AM
Form Started By: Mary Watson		Started On: 08/24/2021 01:53 PM
Final Approval Date: 09/09/2021		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	542 - Hazmat
County VIN/Serial Number	1FTW2A65BEB90444
Equipment/Door Number	ZB1127
License Plate	111-0227
Year	2011
Make	Ford
Model	F250
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Hank Jones 8/13/2021 11:21 AM
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 8/20/2021 7:15 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 8/17/2021 8:26 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 8/19/2021 2:45 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 8/20/2021 8:40 AM

Commissioners Court - Regular Session **13.**

Meeting Date: 09/14/2021

Justice of the Peace 4 July 2021 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM JULY 2021

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/30/2021 08:38 AM
Form Started By: Veronica Bolander		Started On: 08/26/2021 01:12 PM
Final Approval Date: 08/30/2021		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Signed on this the 26th day of August, 2021.

S Hackenberg

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY, TEXAS

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

Payment Report - Transaction/Adjustment Detail

Transaction Date: **07/01/2021 - 07/31/2021** Case Categories: **All**
Locations: **JP4**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**21,787.81**	**21,787.81**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**21,787.81**	**21,787.81**
Tender Method Summary			
Tender Types	Cash	10.00	10.00
	Cashier's Check	456.00	456.00
	Certified Payments Credit Card	7,826.31	7,826.31
	Check	368.00	368.00
	E-File Credit Card	11,733.50	11,733.50
	Money Order	1,394.00	1,394.00

APPROVED
By Stacy Hackenberg at 12:20 pm, Aug 26, 2021

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **07/01/2021 - 07/31/2021** Case Categories: **All**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	5,531.24
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	3,000.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	5.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	33.18
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	5,077.31
01-0100-0000-370500 - Miscellaneous Revenue	L-004-4-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	2.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-4-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	1,020.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	480.54
	0100 - General Fund Total:	**15,149.27**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	50.00
	0369 - JP-4 Truancy Program Fund Total:	**50.00**
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-4-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	2,040.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	2,128.04
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	80.34
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,116.16
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-4-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	1,224.00
	0399 - State Agency Fund Total:	**6,588.54**
	Fee Totals for All Funds:	**21,787.81**

Payment Report - Fee Code Summary

Transaction Date: **07/01/2021 - 07/31/2021** Case Categories: **All**
Locations: **JP4**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	80.34	18	0.00	0	0.00	0	80.34	18
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	81.27	17	0.00	0	0.00	0	81.27	17
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	2,128.04	37	0.00	0	0.00	0	2,128.04	37
2020CDF	Compliance Dismissal Fine	50.00	5	0.00	0	0.00	0	50.00	5
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	80.00	8	0.00	0	0.00	0	80.00	8
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	480.54	37	0.00	0	0.00	0	480.54	37
2020LTF	Local Traffic Fine (TC 542.403)	66.97	25	0.00	0	0.00	0	66.97	25
2020STF	State Traffic Fine (TC 542.4031)	1,116.16	25	0.00	0	0.00	0	1,116.16	25
2020TPF	Time Payment Fee CCP 102.030	33.18	3	0.00	0	0.00	0	33.18	3
CCOP	Civil Copies	24.25	6	0.00	0	0.00	0	24.25	6
CERT	Certified Copy	32.75	4	0.00	0	0.00	0	32.75	4
CFINE	County Fine	5,077.31	35	0.00	0	0.00	0	5,077.31	35
CONT4	Constable Service Fee Pct #4	2,100.00	22	0.00	0	0.00	0	2,100.00	22
EFF	Electronic Filing Fee	2,040.00	205	0.00	0	0.00	0	2,040.00	205
ISF	Indigent Legal Services Fee	1,224.00	205	0.00	0	0.00	0	1,224.00	205
JCF	Civil Filing Fee	5,050.00	202	0.00	0	0.00	0	5,050.00	202
JCTF	Judicial/Court Training Fee Due to State	1,020.00	205	0.00	0	0.00	0	1,020.00	205
JURY	Jury Fee	66.00	3	0.00	0	0.00	0	66.00	3
LT10	Overpayments < $10	2.00	2	0.00	0	0.00	0	2.00	2
SCFF	Small Claims Filing Fee	50.00	3	0.00	0	0.00	0	50.00	3
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	25.00	5	0.00	0	0.00	0	25.00	5
WSF4	JP4 - Writ Service Fee	900.00	6	0.00	0	0.00	0	900.00	6

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	21,787.81	1,081	0.00	0	0.00	0	21,787.81	1,081

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 07/01/2021-07/31/2021

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$480.54	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$168.19		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$171.62		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$137.30		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$3.43		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$480.54	$480.54			100.000000%
Collected	$480.54				

APPROVED

By Stacy Hackenberg at 12:20 pm, Aug 26, 2021

Commissioners Court - Regular Session **14.**

Meeting Date: 09/14/2021

Justice of the Peace 4 August 2021 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM AUG 2021

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:46 AM
Form Started By: Veronica Bolander		Started On: 09/09/2021 10:52 AM
Final Approval Date: 09/09/2021		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Signed on this the 8th day of September, 2021.

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: **08/01/2021 - 08/31/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**21,140.47**	**21,140.47**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**21,140.47**	**21,140.47**
Tender Method Summary			
Tender Types	Cash	1.00	1.00
	Cashier's Check	144.00	144.00
	Certified Payments Credit Card	8,848.47	8,848.47
	Check	2,024.00	2,024.00
	E-File Credit Card	9,166.00	9,166.00
	Money Order	681.00	681.00
	Over-the-counter Credit Card	276.00	276.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

Transaction Date: **08/01/2021 - 08/31/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	3,950.68
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	4,920.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	11.82
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	4,490.30
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-4-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	705.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	611.90
	0100 - General Fund Total:	**14,689.70**
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-4-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,410.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	2,709.83
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	73.54
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,411.40
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-4-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	846.00
	0399 - State Agency Fund Total:	**6,450.77**
	Fee Totals for All Funds:	**21,140.47**

Payment Report - Fee Code Summary

Transaction Date: **08/01/2021 - 08/31/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	73.54	16	0.00	0	0.00	0	73.54	16
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	145.00	32	0.00	0	0.00	0	145.00	32
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	2,709.83	48	0.00	0	0.00	0	2,709.83	48
2020CDF	Compliance Dismissal Fine	20.00	2	0.00	0	0.00	0	20.00	2
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	50.00	5	0.00	0	0.00	0	50.00	5
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	611.90	48	0.00	0	0.00	0	611.90	48
2020LTF	Local Traffic Fine (TC 542.403)	84.68	30	0.00	0	0.00	0	84.68	30
2020STF	State Traffic Fine (TC 542.4031)	1,411.40	30	0.00	0	0.00	0	1,411.40	30
2020TPF	Time Payment Fee CCP 102.030	11.82	3	0.00	0	0.00	0	11.82	3
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CCOP	Civil Copies	7.00	5	0.00	0	0.00	0	7.00	5
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00	1
CFINE	County Fine	4,390.30	39	0.00	0	0.00	0	4,390.30	39
CONT4	Constable Service Fee Pct #4	3,570.00	35	0.00	0	0.00	0	3,570.00	35
COPIES	Certified Copies	40.00	3	0.00	0	0.00	0	40.00	3
EFF	Electronic Filing Fee	1,410.00	141	0.00	0	0.00	0	1,410.00	141
ISF	Indigent Legal Services Fee	846.00	141	0.00	0	0.00	0	846.00	141
JCF	Civil Filing Fee	3,500.00	140	0.00	0	0.00	0	3,500.00	140
JCTF	Judicial/Court Training Fee Due to State	705.00	141	0.00	0	0.00	0	705.00	141
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
SCFF	Small Claims Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
TCCF	Truant Conduct Contempt Fine - Child	100.00	1	0.00	0	0.00	0	100.00	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	40.00	8	0.00	0	0.00	0	40.00	8
WSF4	JP4 - Writ Service Fee	1,350.00	9	0.00	0	0.00	0	1,350.00	9
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		21,140.47	883	0.00	0	0.00	0	21,140.47	883

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 08/01/2021-08/31/2021

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$611.90	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$214.17		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$218.54		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$174.83		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$4.36		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$611.90	$611.90			100.000000%
Collected	$611.90				

Commissioners Court - Regular Session **15.**

Meeting Date: 09/14/2021

Request of Constable Pct.1 for approval of Dwight Bertram to a reserve deputy constable position.

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding request of Constable Precinct One for approval of Dwight Bertram to a reserve deputy constable position in precinct one pursuant to Tex. Loc. Gov't Code 86.011.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/31/2021 01:29 PM
Form Started By: Patrick Youngren		Started On: 08/31/2021 10:21 AM
Final Approval Date: 08/31/2021		

Commissioners Court - Regular Session **16.**

Meeting Date: 09/14/2021

TCDRS

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

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Take action and note in the official minutes the adoption of an employer contribution rate of 16.18% to TCDRS for 2022.

Background

This rate was included in the approved budget calculations on August 31, 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

wilco.tcdrs

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:32 AM
Form Started By: Rebecca Clemons		Started On: 09/08/2021 03:18 PM
Final Approval Date: 09/09/2021		

Plan Agreement for Plan Year 2022
Williamson County – 345
Effective as of Jan. 1, 2022

Basic Plan Options	
Employee Deposit Rate:	7%
Employer Matching:	250%
Prior Service Credit:	175%

Retirement Eligibility	
At 60 (Vesting)	8 years of service
Rule of	75 years total age + service
At Any Age	30 years of service

Optional Benefits	
Partial Lump-sum Payment at Retirement:	No
Group Term Life:	None
COLA:	1% Flat-Rate

Retirement Plan Funding	
Elected Rate:	N/A

Total Contribution Rate	
Retirement Plan Rate:	16.18%
Group Term Life Rate:	N/A
Total Contribution Rate:	16.18%

Certification

I certify that the plan agreement for the participation of Williamson County in TCDRS for the 2022 plan year truly and accurately reflects the official action taken during properly posted and noticed meeting on _____ (mm/dd/yy) by the Commissioners Court and such action is recorded in the official minutes.

Printed Name: _____ Title: _____

County Judge: _____ Date: _____

Commissioners Court - Regular Session **17.**

Meeting Date: 09/14/2021

BA FER

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Business Associate Agreement by and between Williamson County, Texas and Family Emergency Room, LLC and those facilities that Family Emergency Room, LLC manages.

Background

This agreement is necessary for the Therapeutic Infusion Services for Coronavirus Disease (COVID-19) treatment, including observation services as needed, to be provided by Family Hospital Systems.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Business Assoc Agreement FHS

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/07/2021 09:08 AM
Form Started By: Hal Hawes		Started On: 09/03/2021 03:47 PM
Final Approval Date: 09/07/2021		

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into as of September 3, 2021 (the "Effective Date"), is entered into by and between Family Emergency Room, LLC and those facilities that Family Emergency Room, LLC manages ("Covered Entity") and Williamson County, Texas ("Business Associate"), each a "Party" and collectively, the "Parties."

Covered Entity and Business Associate have entered into, are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements") pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law.

Pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health & Human Services ("HHS") promulgated the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a "Covered Entity", or collectively, "Covered Entities") to protect the privacy of certain individually identifiable health information ("Protected Health Information" or "PHI").

Pursuant to HIPAA, HHS issued the Security Standards (the "Security Standards"), at 45 Parts 160, 162 and 164, for the protection of electronic protected health information ("EPHI").

In order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a "business associate agreement" with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI.

On February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the "HITECH Act"), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards.

The HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to Business Associates.

The HITECH Act requires that certain of its provisions be included in business associate agreements, and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as Business Associates.

The Texas Legislature has adopted certain privacy and security requirements that are more restrictive than those required by HIPAA and HITECH, and such requirements are applicable to Business Associates as "Covered Entities" as defined by Texas law; and

Because Business Associate and Covered Entity desire to enter into this Business Associate Agreement, in consideration of the mutual promises set forth in this Agreement and the applicable Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Covered Entity Obligations.

1.1 Notice of Privacy Practices. Covered Entity agrees to provide Business Associate with a copy of Covered Entity's "Notice of Privacy Practices," as required to be provided to individuals in accordance with 45 CFR 164.520, as well as any subsequent changes to such notice.

1.2 Changes to or Restrictions on Use or Disclosure of PHI. Covered Entity will provide Business Associate with any changes to, or revocation of, permission to use or disclose PHI if such changes affect Business Associate's permitted or required uses or disclosures. Covered Entity will further notify Business Associate of any restriction to the use or disclosure of PHI agreed to by Covered Entity in accordance with the provisions of 45 CFR 164.522, and any restriction requested by an individual which Covered Entity is required to comply with in accordance with the provisions of HITECH.

1.3 Requested Uses or Disclosures of PHI. Covered Entity shall not request Business Associate to use or disclose PHI in any manner inconsistent with state or federal law.

2. Business Associate Obligations. Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Privacy Standards, Security Standards the HITECH Act, or Texas law, including without limitation the provisions of Texas Health and Safety Code Chapters 181 and 182 as amended by HB 300 (82nd Legislature), effective September 1, 2012, in each case including any implementing regulations as applicable (collectively referred to hereinafter as the "Confidentiality Requirements") if the PHI were used or disclosed by Covered Entity in the same manner.

3. Use of PHI. Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, (ii) for Data Aggregation Services (as hereinafter defined), and (iii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. For avoidance of doubt, under no circumstances may Business Associate sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153, as amended by HB 300 (82nd Legislature), effective September 1, 2012, nor shall Business Associate use PHI for marketing purposes in such as manner as to violate Texas Health and Safety Code Section 181.152, or attempt to re-identify any information in violation of Texas Health and Safety

Code Section 181.151, regardless of whether such action is on behalf of or permitted by the Covered Entity.

To the extent not otherwise prohibited in the Business Arrangements or by applicable law, use, creation and disclosure of de-identified health information, as that term is defined in 45 CFR § 164.514, by Business Associate is permitted.

4. Disclosure of PHI. Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third-party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law.

4.1 Business Associate shall not [and shall provide that its directors, officers, employees, subcontractors, and agents, do not] disclose PHI to any other person (other than members of their respective workforce as specified in subsection 3.1(ii) below), unless disclosure is required by law or authorized by the person whose PHI is to be disclosed. Any such disclosure other than as specifically permitted in the immediately preceding sentences shall be made only if such disclosee has previously signed a written agreement that:

(i) Binds the disclosee to the provisions of this Agreement pertaining to PHI, for the express benefit of Covered Entity, Business Associate and, if disclosee is other than Business Associate, the disclosee;

(ii) Contains reasonable assurances from disclosee that the PHI will be held confidential as provided in this Agreement, and only disclosed as required by law for the purposes for which it was disclosed to disclosee; and

(iii) Obligates disclosee to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent disclosee has obtained knowledge of such breach.

4.2 Business Associate shall only disclose PHI to a member or members of its workforce as is necessary to perform the services contemplated by the Business Arrangements and will abide by Covered Entity's policies and procedures relative to minimum use of PHI. Business Associate shall provide that its subcontractors and agents do not disclose PHI to any member of their respective workforces, unless Business Associate or such subcontractor or agent has advised such person of Business Associate's obligations under this Agreement, and of the consequences for such person and for Business Associate or such subcontractor or agent of violating them. Business Associate shall take and shall provide that each of its subcontractors and agents take appropriate disciplinary action against any member of its respective workforce who uses or discloses PHI in contravention of this Agreement.

4.3 In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent commercially practical harmful effects that are known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

5. Accounting of Disclosures. Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of

PHI with respect to the individual in accordance with 45 CFR § 164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

6. **Records and Audit.** Business Associate shall make available to the United States Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or the requirements of any other health oversight agency, in a time and manner designated by the Secretary.

7. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act.

Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to secure PHI through technology safeguards that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST') concerning the protection of identifiable data such as PHI. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

8. **Data Breach Notification and Mitigation**.

8.1 HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting to Covered Entity of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. § 164.402. Specifically, a breach is an unauthorized acquisition, access, use or disclosure of unsecured PHI, including ePHI, which compromises the security or privacy of the PHI/ePHI. A breach compromises the security or privacy of PHI/ePHI if it poses a significant risk of financial, reputational, or other harm to the individual whose PHI/ePHI was compromised (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. § 164.404, as described below in this Section 8.1, governs

the determination of the date of discovery of a HIPAA Breach. In addition to the foregoing and notwithstanding anything to the contrary herein, Business Associate will also comply with applicable state law, including without limitation, Section 521 Texas Business and Commerce Code, as amended by HB 300 (82nd Legislature), or such other laws or regulations as may later be amended or adopted. In the event of any conflict between this Section 8.1, the Confidentiality Requirements, Section 521 of the Texas Business and Commerce Code, and any other later amended or adopted laws or regulations, the most stringent requirements shall govern.

8.2 Discovery of Breach. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity without unreasonable delay and in no event later than the earlier of the maximum of time allowable under applicable law or three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate.

8.3 Reporting a Breach. Without unreasonable delay and no later than the earlier of the maximum of time allowable under applicable law or five (5) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. § 164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with:

(i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address);

(ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery;

(iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, addressees), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information);

(iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and

(v) appoint a liaison and provide contact information for same so that Covered Entity may ask questions or learn additional information concerning the HIPAA Breach.

Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding

the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

9. Termination.

9.1 This Agreement shall commence on the Effective Date.

9.2 Upon the termination of the applicable Business Arrangement, either Party may terminate this Agreement by providing written notice to the other Party.

9.3 Upon termination of this Agreement for any reason, Business Associate agrees:

(i.) to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. Business Associate agrees that all paper, film, or other hard copy media shall be shredded or destroyed such that it may not be reconstructed, and EPHI shall be purged or destroyed concurrent with NIST Guidelines for media sanitization at http://www.csrc.nist.gov/; or

(ii.) in the case of PHI which is not feasible to "return or destroy," to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

10. Miscellaneous.

10.1 Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

Covered Entity:
Family Emergency Room, LLC
c/o Mary Dale, General Counsel
1464 E Whitestone Blvd, Suite1101
Cedar Park, TX 78613
mdale@Familyemergencyroom.com

Business Associate:

Williamson County Judge
Bill Gravell, Jr. (or successor)
710 Main Street
Suite 101
Georgetown, Texas 78626

10.2 Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

10.3 Assignment. Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

10.4 Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

10.5 Entire Agreement. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are stricter with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

10.6 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas. Venue for any dispute relating to this Agreement shall be in Williamson County, Texas.

10.7 Nature of Agreement; Independent Contractor. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity, except as may otherwise be agreed by the parties pursuant to the representation agreement entered into in connection with the Business Arrangements. This Agreement does not express or imply any commitment to purchase or sell goods or services.

10.8 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 document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

10.9 Definitions. For the purposes of this Agreement, the following definitions shall apply:

(i) *"Business Associate"* shall have the meaning given to the term "Associate" under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

(ii) *"Covered Entity"* shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

(iii)"*Data Aggregation Services*" shall mean the combining of PHI or EPHI by Business Associate with the PHI or EPHI received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of, payment to, and treatment of patients by the respective covered entities.

(iv) *"Electronic Protected Health Information"* or *"EPHI"* shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 CFR Parts 160, 162, and 164, and under HITECH.

(v) *"Privacy Rule"* shall mean the HIPAA Regulation that is codified at 45

C.F.R. Parts 160, 162 and 164.

(vi) *"Security Rule"* shall mean the HIPAA regulation that is codified at 45

C.F.R. Part 164.

(vii) *"Protected Health Information"* or *"PHI"* means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501. [45 CFR §§160.103 and 164.501].

(viii) The Health Information Technology for Economic and Clinical Health ("HITECH") Act shall mean Division A, Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). The U.S. Department of Health and Human Services ("HHS") interim final rule at 74 Fed. Reg. 42,740 implements the security breach notice provisions of HITECH.

(ix) Any other capitalized term not otherwise defined in this Section 13.10 or this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUSINESS ASSOCIATE

Print Name: Williamson County, Texas

_____

Bill Gravell, Jr.
Williamson County Judge

Date: _____, 2021

COVERED ENTITY

Print Name: Family Emergency Room, LLC

By: H and K Higgins Family Limited Partnership
Its: Managing Partner

By: H and K Higgins Management Company, LLC

Its: General Partner

By: Henry Higgins (Sep 3, 2021 14:01 CDT)
Henry L. Higgins, Managing Member

Date: Sep 3, 2021, 2021

BAA for WIlliamson County

Final Audit Report 2021-09-03

Created:	2021-09-03
By:	brittany Bartlik (bbartlik@familyemergencyroom.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9wIS0y68JCH3sMOWGywDZolEowXKZOne

"BAA for WIlliamson County" History

Document created by brittany Bartlik (bbartlik@familyemergencyroom.com)
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Document e-signed by Henry Higgins (hhiggins.cpec@gmail.com)
Signature Date: 2021-09-03 - 7:01:34 PM GMT - Time Source: server

Agreement completed.
2021-09-03 - 7:01:34 PM GMT

Adobe Sign

Commissioners Court - Regular Session **18.**

Meeting Date: 09/14/2021

Public Health Management Corporation Agreement RANT Amendment

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the amendment between Public Health Management Corporation and Williamson County for the addition of DUI-RANT licenses in the amount of $1,100.00 per year to the original agreement, and authorizing execution of the amendment.

Background

Approval of this agreement will support the operations of the Williamson County Veterans Court. Amendment replaces Schedule A and Exhibit A to add the DUI-RANT licenses (Risk And Needs Triage) to the existing RANT agreement approved by Commissioner's Court on 6.15.2021 under item #14. This brings the annual total for both RANT Risk ($1,100) and DUI-RANT ($1,100) to $2,200. DUI-RANT is a highly secure, web-based tool designed to help judges and other criminal justice professionals place adult DUI offenders into the appropriate care setting. In addition to a risk/needs score, the report also lists the specific risk and needs factors identified for the client. Original agreement and amendment are attached. This expenditure will be charged to Federal Grant 439A. Department contact is Brenda Staples.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Original Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2021 04:55 PM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:07 AM
Form Started By: Erica Smith		Started On: 08/30/2021 08:14 AM
Final Approval Date: 09/09/2021		

PUBLIC HEALTH management corporation

a nonprofit institute for public health

Centre Square East
1500 Market Street
Philadelphia, PA 19102

215.985.2500 PHONE
215.985.2550 FAX
PHMC.ORG

Michael K. Pearson
Chairperson

Richard J. Cohen, PhD, *FACHE*
President and CEO

August 23, 2021

Williamson County Veterans Court
405 Martin Luther King
Georgetown, TX 78626

RE: Amendment to the HOSTED SOFTWARE SERVICE AGREEMENT between Public Health Management Corporation and Williamson County Veterans Court.

THIS Agreement Amendment ("AMENDMENT"), is to confirm our understanding between ***Public Health Management Corporation*** (hereafter referred to as "PHMC") and ***Williamson County Veterans Court*** (hereafter referred as "**Licensee**"), to modify certain services for and on behalf of PHMC under the terms and conditions set forth in this AMENDMENT.

PHMC and the **Licensee** have agreed to amend certain terms and conditions of the Agreement, as amended, and set forth herein;

THEREFORE, PHMC shall amend the Agreement as follows:

1. **Section 7. <u>Payments</u>**

   a.1. The License Fee, pursuant to the service outlined in ***Schedule A*** is $1,100 *per application*, assuming up to five users per court, per year, paid up front, *for a total of $2,200*. This fixed fee does not provide for any additional services unless specifically outlined in Exhibit A or Exhibit B.

2. **Replace Schedule A and Exhibit A with attached, adding DUI-RANT license**

ALL other terms of the Agreement shall remain in full effect. Indicate your acceptance of the terms of this AMENDMENT by signing in the space provided below. Please return a signed copy of this AMENDMENT within 7 days of receipt. This AMENDMENT shall not become binding until PHMC receives a copy duly executed by you.

Sincerely,

PUBLIC HEALTH MANAGEMENT CORPORATION	**WILLIAMSON COUNTY VETERANS COURT**
DocuSigned by: Richard J. Cohen [redacted]	
Richard J. Cohen President & CEO	Bill Gravell County Judge
August 27, 2021 Date	Date

LICENSING AND DEVELOPMENT FEES
Streamlined RANT® & DUI-RANT™

Treatment Research Solutions at Public Health Management Corporation (PHMC)

Contact:
Meghan Love
Product Director
Treatment Research Solutions @
Public Health Management Corporation
1500 Market Street
Centre Square, East Tower, 15th fl.
Philadelphia, PA 19102
mlove@tri.phmc.org
(215) 399-0990
[redacted]

LICENSING

Product Name	*Version*	*No. of Servers*	*Permitted Users*	*Fees*
Streamlined RANT	*1*	*1*	*up to 5*	*$1,100 per year, per court*
Streamlined DUI-RANT	*1*	*1*	*up to5*	*$1,100 per year, per court*

MAINTENANCE & SUPPORT

Service Name	*Service Details*	*Fees*
Networking Subscription	*RANT/DUI-RANT Instrument Access Provided for Users within Individual Courts*	*$350 per court*
Initial Training	*1 Session – Remote Training*	*$750*
Additional Training Sessions	*Per Session – Remote Training*	*ROLE Rates Apply*
Remote Support (Phone/Email)	*Mon - Fri 8:30am – 5pm EST*	*Included in Annual Fee*
Remote Support (Phone/Email)	*All Other Times*	*Network Admin Rates Apply*
On-Site Support	*Requires Separate SOW*	*TBD in conjunction with SOW*

PROFESSIONAL SERVICE RATES

Any additional services shall require the acceptance and authorization of a formal Statement of Work (SOW) by Licensee in advance of the commencement of any labor. Should additional services be required, those services will also be billed at the following hourly rates:

ROLE	RATE
Application Lead	$125 /hr.
Integration Lead/DBA	$125 /hr.
IT Project Manager	$110 /hr.
Billing Team Lead	$104 /hr.
Network Admin	$105 /hr.

SOFTWARE &SERVICES SUMMARY

Streamlined RANT® & DUI-RANT™

Treatment Research Solutions at Public Health Management Corporation (PHMC)

Contact:
Meghan Love
Product Director
Treatment Research Solutions @ Public Health Management Corporation
1500 Market Street
Centre Square, East Tower, 15th fl.
Philadelphia, PA 19102
mlove@tri.phmc.org
(215) 399-0990

Treatment Research Solutions @ Public Health Management Corporation (PHMC) professional services to Licensee as requested by Licensee consisting of:

Network Services

Hosting and maintenance of the streamlined RANT® and DUI-RANT™ websites and the underlying server and networking infrastructure.

Availability of a "help desk" by phone or email messages to answer substantive questions about the intent of the RANT and DUI-RANT websites.

Additional Requirements

Any additional work, such as re-programming or generation of new reports or data analyses, will be billed separately at PHMC's customary hourly rate outlined in ***SCHEDULE A – LICENSING AND DEVELOPMENT FEES***. In addition, if web conference or on-site training(s) is/are requested, additional costs will be charged for time and travel-related expenses of PHMC staff. PHMC will submit a monthly invoice and work breakdown detailing the number of hours worked and services rendered.

Maintenance and Support Escalation Procedures

PHMC shall reasonably determine the Severity Level of errors and will make commercially reasonable efforts to provide a resolution designed to solve or temporarily by-pass a reported error, pursuant to the below protocols. If such error has been corrected in a maintenance release, Licensee must install and implement the applicable maintenance release; otherwise the update may be provided in the form of a temporary fix, procedure or routine, to be used until a maintenance release containing the permanent update is available. In all cases, resolution of issues by PHMC will require the Licensee to assist in the descriptive documentation and/or reproduction of the error, identify a Licensee contact person with whom PHMC can maintain contact to arrange for analysis, testing, systems, and other resources and other tasks in support of resolution of the Licensee's error and to whom status reports and requests for resources can be addressed.

Priority Level HIGH: PHMC promptly initiates the following procedures: (1) assigns Client Support representative to correct the error on an expedited basis; (2) provides ongoing communication on the status of an update; and (3) begins to provide a temporary workaround or fix. Priority Level HIGH error means the (i) system is severely impacted or completely shut down, or (ii) system operations or mission-critical applications are down.

Priority Level MEDIUM: PHMC assigns a Client Support representative to begin an update, and provides

additional, escalated procedures as reasonably determined necessary by PHMC Client Support staff. PHMC exercises commercially reasonable efforts to provide a workaround or include a fix for the Severity Level 2 errors in the next maintenance release. A Severity Level 2 error means (i) the system is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or (iii) mission critical applications, while not being affected, have experienced significant system interruptions.

Priority Level LOW: PHMC may include an update in the next maintenance release. A Severity Level 3 error means there (i) are errors in fully operational production systems, (ii) is a need to clarify procedures or information in documentation, or (iii) is a request for a product enhancement.

Severity Level'	Targeted First Response	Targeted Resolution Time and Type	Targeted Status Report	Management Notification	Management Contacts
Severity Level 1	Within 1 business hours	Continuous effort until Resolved	By Licensee agreement	Within 1 business Day	Director of Client Services or the equivalent
Severity Level 2	4 business Hours	Workaround or include fix in next Maintenance Release	Every other working day	Within 2 business Days	Director of Client Services or the equivalent
Severity Level 3	8 business Hours	Update may be included in Next Maintenance release. Clarification is given.	N/A	N/A	Director of Client Services or the equivalent

[redacted]

HOSTED SOFTWARE SERVICE AGREEMENT

This Software Service Agreement (the "Agreement") is made as of the date of execution (the "Effective Date") by and between Public Health Management Corporation, with offices at 1500 Market Street, LM 500, Philadelphia, PA 19102 ("PHMC") and Williamson County Veterans Court, with offices located at 405 Martin Luther King, Georgetown, TX 78626, its agents, employees and contractors, collectively ("Licensee"), each a "Party" and collectively the "Parties". The Agreement sets forth the terms under which PHMC will provide Licensee with access to and use of certain Software offering(s) identified in *Exhibit A ("Software Terms-of-Use"),* (each a "Software Service" and collectively, the "Software Service").

This Agreement, together with all Exhibits attached hereto, forms a binding contract between Licensee and PHMC. In addition, Licensee agrees that unless explicitly stated otherwise, any updates or Enhancements to the Software Service(s) that are made available to Licensee, and/or any new Software Service(s) subsequently purchased by Licensee under an Amendment will be subject to this Agreement.

In consideration of the mutual obligations contained in this Agreement, and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS

a. ***"Affiliate"*** as used herein shall mean any organization in which Licensee owns a controlling or majority interest, whether by direct ownership or by agreement, during any License year or acquires a controlling interest or majority interest, whether by direct ownership or by agreement, in such affiliate during a License year for as long as Licensee holds such controlling interest or majority ownership.

b. ***"Agreement"*** as used herein shall mean these terms and conditions, together with any and all Amendments referencing these terms and conditions, the exhibits and schedules attached hereto and any other amendments, statements of work, attachments or appendices thereto, whether attached or incorporated by reference.

c. ***"Bug"*** or ***"Error"*** as used herein shall mean an instance when the Software does not perform in accordance with the current Documentation.

d. ***"Documentation"*** as used herein shall mean such manuals and other standard end-user Documentation that PHMC ordinarily makes available with the Software, including amendments and revisions thereto.

e. ***"Enhancements"*** as used herein shall mean any modifications or improvements with respect to the functionality or performance of the Software, which is requested through an executed development amendment.

f. ***"Permitted Users"*** as used herein shall mean the maximum number of individual users permitted to use the Software, whether at the Server location or by remote access. *Under no circumstances may the Software be operated at the same time on more than the number of computers for which a separate License fee has been paid to PHMC.*

g. ***"Professional Services"*** as used herein shall mean any additional services NOT in relation to functionality or performance of the Software. Additional services are to be fully described in a negotiated and executed development amendment. Professional Services are more specifically detailed in Section 4 "Professional Services"

h. ***"Server"*** as used herein shall mean the Server at PHMC, a single website hosted by PHMC, or a hosting company approved by PHMC.

i. ***"Software"*** or ***"Software Services"*** as used herein shall mean one of PHMC's Software Suites, as modified for Licensee by PHMC, as described in ***Exhibit A ("Software Terms-of-Use")*** hereto, and includes program object code as well as systems and operations Documentation in their standard Versions and as customized for Licensee by PHMC.

j. ***"Software License"*** or ***"License"*** as used herein shall mean the License to use the Software granted to Licensee pursuant to the Agreement.

k. ***"Version"*** as used herein shall mean a Version of the Software which contains Enhancements, which PHMC may provide for the Software pursuant to an approved and funded statement of work.

2. LICENSE

a. Software License. Subject to the terms and conditions set forth herein, PHMC hereby grants to Licensee and its Affiliates, a limited, non-exclusive, non-transferable, worldwide renewable annual License to use the Software identified on ***Exhibit A*** during the Term of the Agreement as set forth in Section 8 "License Term" and pursuant to the terms and conditions of this Agreement subject to timely payment of the Software License and Maintenance and Support Fees.

i. Licensee agrees that the Software will only be used, on computers located at the Server location(s) set forth in ***Exhibit A***. Subject to the terms of this Agreement, Licensee shall have the right to use the Software in the version set forth on Schedule A for Licensee's internal business purposes, provided, however, that Licensee's use does not at any time exceed the number of Permitted Users as set forth on ***Exhibit A***. Licensee agrees to prevent any persons other than approved employees of Licensee from using or having access to any part of the Software.

ii. No part of the Software Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Licensee agrees not to access the Software Service by any means other than through the interfaces that are provided by PHMC. Licensee shall not do any "mirroring" or "framing" of any part of the Software Service, or create Internet links to the Software Service which include log-in information, user names, passwords, and/or secure cookies. Licensee shall be responsible for its Users' use of the Software Service, including Licensee's contractors and agents, and Licensee's Affiliates, regarding compliance with this Agreement.

iii. Licensee is responsible for all activities conducted by its Users and for its Users' compliance with this Agreement, including the content of all Licensee Data. Licensee and its Users will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Software Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. Licensee will not

1. Introduce into or transmit through the Software Service any virus, worm, trap door, back door, and other harmful or malicious code, files, scripts, agents, or programs;

2. Transmit or store infringing material in the Software Service;

3. Send any Electronic Communication from the Software Service that is unlawful, harassing, libelous, defamatory or threatening.

iv. Any changes, additions, and enhancements in the form of new or partial programs or documentation as may be provided by PHMC under the maintenance and support services shall remain the proprietary property of PHMC.

3. DATA

a. Security. PHMC shall maintain commercially reasonable administrative, physical and technical safeguards for the protection, confidentiality and integrity of Licensee Data.

i. No Virus Warranty. PHMC warrants that the Software will be free of viruses, Trojan horses, worms, spyware, or other such malicious code ("Malicious Code")

ii. Any Malicious Code contained in Licensee-uploaded attachments or otherwise originating from Licensee or its Users is not covered by any PHMC warranty. Any services required from PHMC to remediate issues caused by Licensee data will be billed at current PHMC rates documented in ***Schedule A- "Licensing and Maintenance Fees"***.

b. Software Ownership. Licensee acknowledges and agrees that, as between Licensee and PHMC, all rights, titles and interests in the Software and any part or derivation thereof, including, without limitation, all rights to patent, copyright, trademark, trade name and trade secrets and all other intellectual property rights therein and thereto, and all copies thereof, in whatever form, including any written Documentation and all other material describing such Software, shall at all times remain solely with PHMC.

c. Data Ownership. All data entered and stored in the Software database by Licensee is the property of Licensee. Licensee understands and grants PHMC access to data collected by Licensee for the purpose of making any necessary system modifications, to provide technical support, generate descriptive reports, and to manage and maintain a repository of data that can be used to evaluate programs and policies. PHMC agrees to take all reasonable efforts to safeguard the data and protect the identity of persons entered into the database. PHMC agrees to comply with all state and federal statutes and regulations and contractual conditions with regard to the protection of client confidentiality.

d. Documentation. All executable programs, and all programming Documentation relating thereto, including specifications developed by PHMC under any SOW, shall be the property of PHMC provided, however, PHMC grants Licensee the limited right to use such programs and Documentation in accordance with this Agreement. PHMC may use without restriction any and all ideas, concepts, methods, know-how, or techniques related to the programming and processing of data discovered or developed by PHMC during the performance of Professional Services under any SOW.

e. All Rights Reserved. All rights not expressly granted to Licensee are hereby reserved to PHMC. Licensee agrees and acknowledges that the Software is valuable, confidential and intellectual property belonging solely to PHMC, and that Licensee has not purchased or been sold or granted any interest in the Software except as expressly provided herein.

f. Intellectual Property. Neither Party is granted any right or interest to the logos, copyrights, trademarks, marks, trade names or trade secrets (the "Intellectual Property") of the other Party. Neither Party may use the other Party's Intellectual Property without the express written consent of such Party.

4. PROFESSIONAL SERVICES

a. Professional Services Provided by PHMC. Professional Services included in the License Fee for the Software are outlined in Schedule B.

b. Professional Services Requested by Licensee. Licensee may from time to time request, in writing and in sufficient detail, additional Professional Services to be performed by PHMC. Professional Services that are not included in the License Fee for the Software may be provided by PHMC at the then-current rates. Professional Services may include installation and demonstration of additional software, implementation services, education and training and customization services, all as more fully described in a negotiated and executed development amendment including a Statement of Work (***Exhibit B: Service Enhancement - Statement of Work***).

i. PHMC will prepare a Statement of Work, containing, among other provisions, a description of the Professional Services to be performed and an estimate of the personnel services effort, processing charges, and other related costs. A Statement of Work shall become binding upon execution of the Statement of Work by Licensee and PHMC. All such Professional Services shall be subject to the terms and conditions of this Agreement.

c. Prepaid services must be utilized within one (1) year from the date of prepayment.

d. Unless otherwise set forth on a particular Statement of Work with respect to Professional Services performed on a fixed fee basis, all services performed hereunder will be billed on a time and materials basis, plus reasonable out of pocket expenses incurred by PHMC to be reimbursed to PHMC as provided under Section 7 hereof.

5. DELIVERY AND ACCEPTANCE

a. Delivery of Software Services.

i. Delivery (Standard). PHMC agrees to deliver to Licensee a complete copy of the applicable Software within the estimated delivery window in ***Schedule A***.

ii. Deployment (Enhancement). PHMC agrees to give access to Licensee a "beta copy" of the Software within the estimated delivery window in the Statement of Work and a complete beta copy of the Software within the estimated delivery window in the Statement of Work attached hereto as ***Exhibit B***.

1. The Deployment phase includes the steps necessary to implement the PHMC Enhancements with the features/functionality described in Exhibit B. The customer will transition to PHMC's Customer Support at go live at which time Support will be the primary contact for the Licensee.

2. For a period of two weeks after going live, the PHMC Implementation Team will still be available to provide support to answer any questions, address issues, and make sure the Customer is successful using the PHMC Software Service.

b. Acceptance of Software Services.

i. Acceptance (Standard). Software delivered to Licensee will be tested within two (2) weeks of delivery. Upon delivery of the Software to Licensee, Licensee will perform acceptance testing of the Software to confirm that programs are error-free and conform to ***Exhibit B***.

ii. Acceptance (Enhancement). Software delivered to Licensee will be tested against the ***SOW*** within two (2) weeks of delivery. Upon access of the Software to Licensee, Licensee will perform acceptance testing of the Software to confirm that programs are error-free and conform to the SOW.

1. If errors or specification-conflicts are found, Licensee will notify PHMC's Client Services Representative ("CSR"), listed in Section 19 of this Agreement by e-mail and telephone, and provide written description and Documentation, in sufficient detail, in each instance to PHMC to enable PHMC to recreate and address such error or specification conflict.

2. Licensee will create and maintain an "Acceptance Testing" spreadsheet of all issues and their status, which it will share regularly with PHMC.

3. Upon receipt of description and Documentation, PHMC will evaluate the circumstances of the error or specification conflict, and estimate the time to complete correction. The error or conflict will be addressed by PHMC and a new Version of the software within two (2) weeks of notification of error unless PHMC notifies Licensee, in writing, that additional time will be required to address the error or conflict.

4. Implementation and training services ordered by PHMC as set forth in the applicable ***Exhibit A*** shall be performed in accordance with PHMC's customary practices for the level of services purchased. PHMC does not provide dedicated project management for Licensee during implementation unless separately purchased. Implementation is performed remotely unless otherwise specified. PHMC is not responsible, and will not be liable, for Licensee's configuration decisions or the Software Service's ability to allow licensee to comply with all laws and regulations in Licensee's unique circumstances, nor for any delays in implementation caused by Licensee, including but not limited to, Licensee delays in providing clean and validated data, if needed, or Licensee delays in making necessary business decisions with respect to the configuration of the Software Service.

6. MAINTENANCE AND SUPPORT SERVICES

a. Licensee's Role:

i. Except for the initial delivery and acceptance, for which PHMC agrees to assist Licensee, Licensee will be responsible for accessing the Software on its PCs and networks;

ii. Licensee will provide the first line of user support (Licensee's helpdesk and training staff); identifying Licensee contacts to evaluate questions and problems, before engaging PHMC's support services;

iii. The only data Licensee will be able to access is data that is entered into the Software. The Software does not provide backward compatibility to data entered into previous Version(s) of the Software;

iv. Licensee agrees to promptly inform PHMC in writing of any programming error in the Software that requires correction, together with such supporting file/record dumps and output reports/copies of screen displays as may be necessary or reasonably requested by PHMC to examine and trace the programming error.

v. Licensee agrees to identify a primary contact representing their organization. This individual, or their supervisor, or explicitly designated technical staff for a given SOW, is the person who will contact PHMC's CSR. All communication will occur between PHMC's CSR and this individual. This individual should be intimately familiar with the Software, as well as the original specifications. Licensee will identify a secondary, backup contact in case the primary contact is unavailable.

vi. Licensee agrees to contact PHMC's CSR via e-mail to initiate support and maintenance activities describing the identified problem in extensive detail as outlined in *Section 6.b.ii.* PHMC staff will then respond to Licensee's identified representative via telephone or e-mail following the escalation procedures detailed within ***Exhibit A.***

vii. Accompanying receipt of an e-mail for service work from Licensee's identified representative to PHMC's CSR signed by an authorized representative of Licensee, PHMC will review the SOW containing a description of the Professional Services to be performed. A SOW shall become binding upon execution of the SOW by authorized representatives of Licensee and PHMC, and will be forwarded to the Licensee identified representative via e-mail and incorporated herein by reference.

viii. On request, Licensee agrees to promptly provide PHMC with sufficient support and test time on Licensee's computer system to duplicate the error, confirm that the error is with the Software, and to confirm that the error has been fixed.

ix. Licensee shall bear the cost of error identification and correction, if any, at the then-current rates, plus any out-of-pocket expenses, if after investigation by PHMC, PHMC determines that such error occurred as a result of one of the reasons listed above.

b. PHMC's Role: Maintenance and Support. During the term of this Agreement and provided Licensee's Maintenance and Support Fee (If Applicable) has been timely paid, PHMC shall:

i. Supply Licensee with any improvements or modifications to the Software that PHMC does not charge for as options or as separate products.

ii. Provide off-site communications such as telephone, facsimile and e-mail support between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday (excluding PHMC holidays), Eastern Time, to the extent technically feasible to cause the Software to perform substantially in accordance with the documentation provided to Licensee therewith. Any required correction, replacement or services will be promptly accomplished after Licensee has identified and notified of any such error in accordance with the procedures, which are attached hereto within Exhibit A. For purposes of providing the maintenance and support services, PHMC agrees to implement the Procedures attached hereto within Exhibit A and incorporated herein by reference. If Licensee specifically requests PHMC to visit Licensee's site in connection with the correction of one or more errors not covered by PHMC's maintenance and support services, Licensee shall reimburse PHMC for all out of pocket expenses incurred in connection therewith as described in ***Schedule A***.

iii. The Software is certified by PHMC to run with current Versions of Microsoft Internet Explorer Version 6.0 or greater.

iv. In the event, changes occur to Microsoft Internet Explorer version 6.0 or greater subsequent to Acceptance, other than as a result of a Bug or Error in the Software, PHMC will use best efforts to fix the Software so that it becomes fully compatible with the then-current Versions of Microsoft Internet Explorer at PHMC's then current hourly rates. Updates do not include platform extensions to different hardware platforms or different operating system platforms.

v. Maintenance and Support Services will be provided for the then-current release of the Software as specified by PHMC.

c. PHMC's Role: Professional Services.

i. One complete set of end-user Documentation, available for download within the software. Additional end-user Documentation may be requested from PHMC Client Service Representative.

ii. One Remote Training Session, pursuant to ***Exhibit A*** at a time that is mutually agreeable to both Parties. Additional Training Sessions at PHMC's then-current rates may be scheduled when requested in writing by Licensee and subject to PHMC's availability of training resources.

iii. Upon acceptance of an ***Exhibit B "Service Enhancement - Statement of Work"***, PHMC and Licensee recognize that PHMC agrees to use reasonable efforts and timeframe to develop and implement solutions to stated Professional Services, should the need arise.

d. PHMC's Role: Functionality Enhancements to Software.

i. Upon acceptance of an ***Exhibit B "Service Enhancement Statement of Work"***, Licensee recognizes that its Version of the Software is not the "standard" Version of the Software offered for use on a subscription basis. Software changes made in the delivered product at Licensee's request will disqualify it from any updates PHMC may make available to users of its standard Software.

1. Where Enhancements, Versions or revisions affect program modules shared in common with other users of the Software, Licensee may request in writing to receive the updates at the cost necessary to make the Enhancements, Versions or revisions compatible with the Software.

7. PAYMENTS

a. Licensing Fees. Upon execution of this Agreement, Licensee shall pay PHMC the License fee for the Software identified on ***Exhibit A*** and outlined in ***Schedule A*** (the "License Fee"). If Licensee and PHMC amend this agreement to include additional Software, Licensee shall pay PHMC such additional License fees as may be agreed to by the Parties at such time.

i. The License Fee, pursuant to the services outlined in ***Schedule A***, is $1,100, assuming up to five users per court, per year, paid up front. This fixed fee does not provide for any additional services unless specifically outlined in ***Exhibit A*** or ***Exhibit B***.

ii. Maintenance and Support Fees. Upon execution of this Agreement, Licensee shall pay, in advance, the Maintenance and Support Fee for the Software identified on ***Exhibit A***. Additionally, Licensee agrees to pay PHMC, at the rates specified in ***Schedule A*** for time spent and expenses incurred if analysis and maintenance of a problem indicates it was not the result of a nonconformance in the Software with the Documentation provided to Licensee therewith or if:

1. The Software has been modified, changed or altered by anyone other than PHMC unless authorized by PHMC in writing;
2. The computer hardware used in the operation of the Software is not in good operating order or is not installed in a suitable operating environment;
3. The failure to perform substantially in accordance with the standard Documentation is caused by Licensee or its agents, servants, employees or contractors (including, without limitation, by Licensee's failure to follow all instructions contained in such standard Documentation); or
4. Licensee fails to notify PHMC promptly, in writing, of such failure after it is discovered. These charges will be invoiced at PHMC's then-current rates plus reasonable out of pocket expenses. PHMC shall have no duty to provide error identification or correction if all sums then due to PHMC under this Agreement have not been paid or Licensee is otherwise in material breach of its obligations under this Agreement.

iii. Expenses. Licensee agrees to reimburse PHMC for any reasonable or requested out-of-pocket expenses incurred by PHMC in connection with the performance of any services under this Agreement or any SOW, including without limitation, travel to and from Licensee's site, lodging, meals, telephone, shipping and any other expenses incurred at the specific request of Licensee or with Licensee's Agreement.

iv. Form and Time of Payment. All payments due from Licensee to PHMC shall be payable in United States currency. Unless otherwise specified in this Agreement all amounts shall be paid by Licensee to PHMC within thirty (30) days of receipt of an invoice from PHMC. Any sums not paid when due may accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Licensee will also be responsible for all costs of collection including reasonable attorneys' fees and expenses. Payments will be applied first to accrued and unpaid interest and second any remaining amounts will be applied to the outstanding fees, expenses and the costs.

8. LICENSE TERM

a. The initial Term of this Agreement shall be for a period of one (1) year commencing ~~on 6/01/2021 and continue until 5/31/2022~~, at which point the Agreement will automatically renew for subsequent terms of one (1) year (each such extension or renewal, a "Renewal Term").

b. Non-Appropriation: Notwithstanding any other provision of this Agreement, it is understood and agreed to by the Parties hereto that Licensee shall be bound and obligated hereunder only to the extent that the funds have been appropriated and budgeted for the purpose of this Agreement. In the event funds are not appropriated and budgeted by or to Client in any fiscal year for payment due under this Agreement, Licensee may notify PHMC thirty (30) days prior to end of fiscal year or end of the then current subscription or license of such occurrence of non-appropriation and this Agreement may terminate without penalty or expense to Licensee.

c. PHMC may modify the prices or fees for Services for each Renewal Term upon thirty (30) days' notice to Licensee; *provided, however,* if Licensee does not agree to accept the new pricing, Licensee may terminate the affected Agreement without penalty within thirty (30) days of the date

of such notice. Any continued use of the Software thirty (30) days after notice date shall be deemed acceptance of the new pricing.

d. Missed cancellation period: PHMC accepts no responsibility for late cancellations or cancellation requests not received due to printer or fax failure, download failure due to (and not limited to) disconnection from the Internet, power failure, heavy Internet traffic, instructions not received due to an incorrect customer information, illness, a cancellation request sent to a wrong email address or a company other than PHMC, computer failure, or hardware error. It is your responsibility to ensure that cancellation requests are received by PHMC within ninety (90) days of the Start Date, or at any other time.

9. TERMINATION

a. Licensee shall have the right to terminate this Agreement in its entirety if:

   i. Subject to a formal submission by the Licensee, **within ninety (90) days of the Start Date**, Licensee may receive a prorated refund based on the date of cancellation of any subscription fees already paid by Licensee, less a cancellation-processing fee of one-hundred dollars (U.S. $100). Any Notice of Termination received after ninety (90) days shall NOT be eligible for refund.

   ii. During any Renewal Period, upon receipt of Renewal Term Pricing, Licensee may terminate the affected Agreement without penalty within thirty (30) days of the date of such notice if Licensee does not agree to accept the new pricing.

b. PHMC shall have the right to terminate this Agreement in its entirety if:

   i. Licensee fails to pay any License fees or any other fees or sums that it is required to pay under this Agreement or any SOW or Statement of Work (a "Payment Default") and such failure is not corrected within fifteen (15) business days after PHMC gives written notice of such nonpayment to Licensee; or

   ii. Other than a Payment Default, Either party may immediately terminate this Agreement and any applicable Amendments issued hereunder in the event the other party commits a material breach of any provision of this Agreement that is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party shall expressly state all of the reasons for the claimed material breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and shall be sent to the General Counsel of the alleged breaching party at the address listed in the heading of this Agreement (or such other address that may be provided pursuant to this Agreement) ("Notice"). Upon termination or expiration of this Agreement for any reason, Licensee shall have no rights to continue use of the Software. If this Agreement is terminated for any reason other than a termination as a result of PHMC's material breach of the Agreement, then PHMC shall be entitled to all of the Fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of PHMC's material breach of this Agreement, then Licensee shall be entitled to a refund of the pro rata portion of any prepaid subscription fees paid by Licensee to PHMC under this Agreement for the remaining terminated portion of the Term.

c. If the Software or related documentation is held by a court of competent jurisdiction or alleged to constitute such an infringement or violation of any third party's proprietary rights and Licensee's use thereof is or may reasonably be expected to be enjoined, PHMC shall, at its option, either secure for Licensee the right to continue to use such Software or documentation, or replace and modify such Software or documentation to make it non-infringing. If either option is not commercially reasonable, PHMC reserves the right to terminate the License and refund a pro rata share of the License Fee and maintenance and support fees.

d. In no event shall any termination of this Agreement excuse either Party from any breach or violation of this Agreement and full legal and equitable remedies shall remain available therefor, nor shall it excuse Licensee from making any payment due under this Agreement with respect to any period

prior to the date of termination.

e. Subscription Termination: A subscription to any Service(s) may be terminated at any time, and without cause (as outlined above), upon notification by electronic or conventional mail, or by fax, if available.

   i. By sending an email to PHMC at courttools@phmc.org

      1. Subject line "subscription cancellation request"

      2. Body of the email: the reason for cancellation.

   ii. Upon delivery of a cancellation request email, you will receive a confirmation email from PHMC with a tracking number confirming that your message has been received. You should retain this confirmation for your records as this is confirmation of your cancellation request. If you do not receive a confirmation email for your request within twenty-four (24) hours, PHMC recommends that you submit your request again via an alternate method such as postal mail, or fax. Once your cancellation is processed by PHMC, you will receive, via email, a subscription cancellation confirmation. Should you not follow the correct cancellation instructions the account will remain active and you will be responsible for all charges incurred up to the time the subscription is deactivated.

10. LIMITED WARRANTY

a. PHMC warrants that the Software will function in accordance with the documentation provided to Licensee therewith. PHMC further warrants that the professional services and the maintenance and support services provided hereunder will be performed in accordance with the standard of care generally applicable in the industry. If PHMC is notified of an error in the Software within ninety (90) days after delivery of the Software or is notified of a deficiency in the services within ninety (90) days of the performance of the services, PHMC shall provide the warranty services set forth in Section 10.a.

b. EXCEPT AS SET FORTH ABOVE IN SECTION 11.1, PHMC MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND THE SOFTWARE, INCLUDING THE DOCUMENTATION, OR ANY UPDATES, ENHANCEMENTS OR RELEASES THERETO, OR ANY OTHER SERVICES OR GOODS PROVIDED BY PHMC TO LICENSEE IN CONNECTION WITH THE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; OR CONDITION, QUALITY, DURABILITY OR PERFORMANCE.

c. PHMC does not warrant that either the functional specifications or the functions contained or to be contained in the Software shall meet the Licensee's requirements or shall operate in the combination which Licensee selects for use, or that the operation or use of the Software shall be uninterrupted or error free. Licensee assumes the responsibility for the selection of the Software to achieve Licensee's intended results, and for the installation, use and results obtained from the Software.

d. PHMC shall have no obligation in respect of any breach or warranty contained in Section 10 if Licensee fails to implement Software in accordance with documentation provided with Software, fault arises out of hardware related issues, or there have been any changes, additions or modifications made to the Software by Licensee.

e. PHMC warrants that is has the right to license the Software on the terms and conditions of this Agreement, and that it knows of no claim by any third party that the use of the Software infringes the United States copyright, or the United States patent, of any third party. If any legal action is threatened or taken against the Licensee in respect of any of PHMC's intellectual property rights, including copyright, patent, or similar right in the Software and/or documentation provided with the Software, then Licensee shall immediately inform PHMC and permit PHMC to defend such action. PHMC may, at its expense, change, modify, or delete all, or any part of the Software in order to avoid any such infringement, or alleged infringement of copyright, patent, or misappropriation, but in doing so PHMC shall use reasonable efforts to avoid materially reducing the functionality or

performance of the Software, or terminate the Agreement and refund a pro rata share of the license and maintenance and support fees paid.

11. LIMITATIONS ON REMEDIES; DISCLAIMER OF CONSEQUENTIAL DAMAGES

a. In the case of a breach of the warranty concerning the Software as set forth in Section 10 above, Licensee's sole and exclusive remedy and PHMC's only obligation shall be to cause the Software to operate substantially in accordance with the applicable functional specifications as stated in the standard documentation. In the case of a breach of the warranty concerning the services as set forth in Section 6 above, Licensee's sole and exclusive remedy and PHMC's only obligation is to perform the services. In the case of an alleged breach of the Software warranty, Licensee must give PHMC written notice during the warranty period. In the case of an alleged breach of the services warranty, Licensee must give PHMC written notice within thirty (30) days after performance of the services or receipt of the deliverable resulting from the services, whichever is later.

b. Neither PHMC nor any distributor, licensee or agent through whom Licensee obtained the Software shall be liable for any lost profits or any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever suffered or incurred by Licensee as a consequence of the use or performance of the Software, the documentation, the underlying algorithm or otherwise, even if PHMC has been advised of the possibility of such damages and whether or not any limitation on remedies is deemed to have failed in its essential purpose. In any event, under no circumstances shall PHMC be liable for any loss, cost, expense or damage to Licensee in an amount exceeding the current annual Software License Fee paid by Licensee to PHMC under this Agreement, whether arising as a result of:

   i. Any breach of this Agreement by PHMC;

   ii. Any act or failure to act by PHMC;

   iii. PHMC's negligence or gross negligence;

   iv. Any claim made against Licensee by any other party even if PHMC has been advised of the claim or potential claim. Licensee agrees that it shall not assert any claim(s) against PHMC based on any theory of strict liability.

c. Licensee acknowledges that the Software is not intended for use by computer users in general but is intended for use only by business professionals and shall not in any form or manner substitute for the exercise of their professional or business judgment. Licensee agrees to bear full and exclusive responsibility and liability for the accuracy and appropriateness of the input and the use of the output of the Software by Licensee, Licensee's personnel, agents, clients and customers.

d. The aggregate liability of PHMC to Licensee in respect to any and all causes of action at any time or times arising out of this Agreement, including without limitation any breach of warranty, shall not exceed an amount equal the current annual Software License Fee paid prior to the time when such cause of action arises, reduced by the portion of the year which shall have expired prior to that date.

e. No action relating to this Agreement may be brought by either Party more than one (1) year after the Party concerned knows or, in the exercise of care reasonable under the circumstances, should have become aware of the facts constituting the cause of action.

f. Notwithstanding the forgoing, PHMC in no event shall be liable for any claim under this Section which is based on: (a) Licensee's continued use of the Software after it has become aware of the existence of any claim or potential claim of the type referred to above or after it has been notified by of the existence of such a claim and has been requested to cease all use of the Software; (b) the use or combination of the Software with any other software or hardware not supplied to Licensee by PHMC; (c) any change, modification, addition or enhancement to or of the Software not made by or at the direction of PHMC; or (d) Licensee's use of any but the latest available (or the immediately prior) release of the Software. THE FOREGOING STATES THE ENTIRE LIABILITY OF PHMC AND LICENSEE REGARDING INTELLECTUAL PROPERTY RIGHT CLAIMS BY THIRD PARTIES.

g. Licensee represents, warrants and covenants that: a) all of Licensee's activities relating to this

Agreement, including but not limited to Licensee's use of the Software will not violate any applicable law, rule or regulation, and Licensee will obtain all consents, permits and approvals and will enter into all agreements required to comply with such laws, rules and regulations; b) this Agreement constitutes a valid and binding obligation of Licensee, enforceable in accordance with its terms; and c) Licensee will not disclose or provide access to the Software to any third party and will not allow any third party to use the Software.

12. DISCLAIMER OF WARRANTIES

a. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF AND RELIANCE UPON THE SOFTWARE IS AT LICENSEE'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH LICENSEE. THE SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OR ANY KIND.

b. PHMC HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS WITH RESPECT TO THE SOFTWARE, EXCEPT AS HEREIN PROVIDED, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OR SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OF ACCURACY, OF COMPLETENESS, OF LEGALITY, OF QUIET ENJOYMENT AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING: A) PHMC DOES NOT REPRESENT, WARRANT OR COVENANT AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS PROVIDED BY THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT ANY DATA OR REPORT SUBMITTED TO ANY AGENCY, GOVERNMENTAL OR OTHERWISE USING THE SOFTWARE WILL COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND RULES; AND B) PHMC MAKES NO REPRESENTATION, WARRANTY OR COVENANT AS TO NONINFRINGEMENT AND RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON ANY CLAIM BY A THIRD PARTY OF RIGHTS IN OR TO ANY INTELLECTUAL PROPERTY ASSOCIATED THEREWITH. NO ORAL OR WRITTEN STATEMENT SUPPLIED BY PHMC SHALL CREATE A WARRANTY.

13. HIPAA PRIVACY COMPLIANCE

a. Because the work that the parties are engaged in, as part of this agreement, involves access to Protected Health Information as defined by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Patient Protection and Affordable Care Act (ACA), Parties are required to sign a Business Associate Agreement (See ***Exhibit C*** attached) in order to address the privacy and security provisions set forth in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), contained in Title XIII, Subtitle D, of the American Recovery and Reinvestment Act of 2009.

14. INDEMNIFICATION

a. Licensee, at its expense, shall indemnify, defend and hold harmless PHMC, its affiliates and their respective officers, directors, employees, agents, representatives, and suppliers from any damages, liabilities, losses, injuries, death, costs (including but not limited to reasonable attorneys' fees and court costs), fees or expenses which arise, directly or indirectly, from or are alleged to have arisen, directly or indirectly, from; a) any act, omission, negligence, unlawful action or willful misconduct by Licensee or of any officer, director, employee, agent, representative or consultant working for Licensee (whether paid or unpaid) in connection with any activity relating to this Agreement, including but not limited to the use of the Software; b) any violation or breach by Licensee or any officer, director, employee, agent, representative or consultant of Licensee (whether paid or unpaid) of any term of this Agreement including but not limited to any representation, warranty or covenant, or of any law, regulation or rule governing any activity of Licensee relating to this Agreement; or c) any data provided by Licensee.

b. PHMC, at its expense, shall indemnify, defend and hold harmless Licensee against any losses,

costs and damages arising from a claim by a third party against Licensee that the Software, or any part thereof, infringe any intellectual property or proprietary rights of such third party or misappropriates any protected trade secret of such third party. PHMC's obligations under this Section 14 are subject to Licensee providing PHMC with; a)prompt written notice of the claim, b) sole control over the defense or settlement (provided however, that any such settlement shall not result in financial liability on Licensee or require its admission of any fault without its prior written consent), and c) reasonable support and cooperation with regard to the defense.

i. In the event that PHMC's right to provide the Services is enjoined or in PHMC's reasonable opinion is likely to be enjoined, PHMC may, at its expense, obtain the right to continue providing the Services, replace or modify the Services so that they become non-infringing but remain functionally equivalent, or if such remedies are not reasonably available, terminate this Agreement and refund to Licensee any amounts applicable to the Services enjoined; provided however, the refund of any amounts or termination of this Agreement shall not relieve PHMC of its indemnification, defense and hold harmless under this Agreement. This provision shall survive termination of this Agreement.

15. CONFIDENTIALITY

a. Licensee will, and will direct its employees, officers, directors, members, managers, agents and affiliates to, keep the Software, including related documentation, and all information and materials concerning or related thereto secret and confidential at all times, to protect PHMC's proprietary rights therein, and not to disclose, disseminate or permit to be disclosed or disseminated any such information or materials to any person, except as expressly authorized hereunder to enable Licensee to carry out its obligations pursuant to this Agreement. Licensee will use the same degree of care to avoid disclosure or dissemination of any such confidential information as it employs with respect to its own information which it does not desire to have disclosed or disseminated.

b. Protected Health Information. PHMC shall require Licensee to sign a separate Business Associate Agreement ("BAA") defining the Roles and Responsibilities of both the Covered Entity (Licensee) and the Business Associate (PHMC). BAAs shall remain in place for the life of the Agreement. The Licensee may be required to, at any point, sign a revised/updated BAA to remain HIPPA compliant.

16. NONSOLICITATION

a. Each Party agrees that it will not, for the term of this Agreement and for a period of one (1) year after any termination hereof, directly or indirectly, cause, induce or attempt to cause or induce any of the other Party's employees or consultants to leave the employ of such Party or to accept employment or engagement with the other Party or any other employer, without the prior written consent of the other Party hereto. In the event that either Party breaches or attempts to breach any of the provisions of this Section, the non-breaching Party shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such breach or attempt to breach, it being acknowledged that legal remedies are inadequate.

17. GOVERNING LAW AND JURISDICTION

a. The laws of the state where Licensee's principal place of business is located shall govern all claims, regardless of conflict of laws principles, except that the Federal Arbitration Act governs all provisions relating to arbitration. Each Party irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts in Philadelphia County, Pennsylvania, for all disputes arising out of or relating to these Terms or the Services that are heard in court (excluding arbitration and small claims court).

b. The Software is subject to United States export laws and regulations. Licensee must comply with all domestic and international export laws and regulations that apply to the Software.

18. SUCCESSORS AND ASSIGNS

a. Licensee shall not sublicense, sell, rent, lease, lend, give, assign or transfer the Software, Software License or any portion thereof, or create any derivative works based thereon without PHMC's prior written consent, which may be withheld in PHMC's sole discretion. Any such assignment or attempted assignment without such prior written consent shall constitute a breach and

automatically terminate this Agreement. In such an event, all Fees shall be due to PHMC under this Agreement for the entire Term within thirty (30) days of notification of Termination from PHMC.

19. NOTICES

a. Addresses / Addressees. All notices, statements and other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given only if personally delivered, mailed by registered, certified or first class mail, via Certified Email to the Email address indicated below, transmitted by a reputable express courier service or transmitted by telecopier and confirmed by first class mail within 24 hours to the party to receive notice at the following addresses, or at such other addresses as party may, by notice, direct.

i. If notice to PHMC, then to:

Administrative Representative:
Contracts Manager
Public Health Management Corporation
Centre Square East
1500 Market Street, LM500
Philadelphia, PA 19102
contracts@phmc.org

Client Services Representative:
Meghan Love
Public Health Management Corporation
Centre Square East
1500 Market Street, LM500
Philadelphia, PA 19102
mlove@phmc.org
215-399-0990

ii. If notice to Licensee, then to:

_____

_____

_____

_____

_____

b. Altering Addresses / Addressees. Any Party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

20. LICENSEE REQUESTED INCLUSIONS

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

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

c. Termination for Convenience: After the initial one (1) year term, this agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) days written notice thereof. In the event of termination, Licensee will only be liable for its pro rata share of services rendered and goods actually received.

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

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

f. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by

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

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

21. MISCELLANEOUS

a. Non-Discrimination. Both parties agree that in the performance of this Agreement, there will be no discrimination against any individual or groups on account of any Federal, State or Local law, regulation or rule, including but not limited to race, color, gender, sexual preference, religious creed, ancestry, disability, age or national origin. Receipt by either party of evidence of such discrimination shall be cause for termination.

b. Waivers. Any delay of forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

c. Amendments. This Agreement may not be amended, modified, varied or supplemented except by an amendment signed by duly authorized representatives of both Parties.

d. Limitation of Actions. Any arbitration by either Party for breach of this Agreement must be commenced within one (1) year after the complaining Party knew or should have known of such breach.

e. Severability. The provisions of this Agreement are independent of and severable from each other. No provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any one or more of the other provisions hereof may be invalid or unenforceable in whole or in part.

f. Titles. The titles of the Sections and subsections of this Agreement are for convenience or reference only and are not in any way intended to limit or amplify the terms or conditions of this Agreement.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

h. Publicity. Each Party agrees not to publicize or disclose the existence or terms of this Agreement to any third party without the prior written consent of the other, except as required by law. In particular, no press releases shall be made without the mutual written consent of each Party.

i. Independent Contractors. The relationship of the Parties under this Agreement is that of independent contractors, and neither Party is an employee, agent, partner or joint venture of the other.

j. Force Majeure. Neither Party shall be deemed to be in breach or default of this Agreement if there is any total or partial failure in the performance by it of its duties and obligations hereunder occasioned by any acts of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining materials, energy or other supplies, priorities, strike, labor disputes of whatever nature beyond such Party's reasonable control ("Force Majeure"). Such non-performing Party shall be excused the performance by the other Party and shall not be in breach of this Agreement for a period equal to any such prevention, delay or stoppage. The Party

affected by any of the Force Majeure circumstances or conditions contemplated by this Section shall promptly notify the other Party, in writing, of the circumstances in sufficient detail to inform the unaffected Party in accordance with the notice provisions hereof. Any such performance obligations shall continue upon the conclusion of the related Force Majeure event.

k. Counterparts and Fax Signatures. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. A signature transmitted via facsimile or scanned original will be deemed an enforceable signature for the purpose of demonstrating the signing party's assent to the Agreement.

l. Survivability. All of the warranties, representations, covenants and indemnifications of each party under this Agreement shall survive the expiration or termination of this Agreement as well as any other provision which by its nature is intended to survive the expiration or termination of this Agreement.

m. Entire Agreement. This Agreement and the Exhibits hereto, together with any SOWs executed by the Parties, shall constitute the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and thereof, and supersede all prior agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof shall control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

The Agreement will become effective upon execution of Agreement by both Parties and receipt by PHMC of the initial annual License Fee payment, whereupon all of the terms and provisions of this Agreement shall become binding upon Licensee and PHMC.

PUBLIC HEALTH MANAGEMENT CORPORATION		**WILLIAMSON COUNTY VETERANS COURT**	
Signed:	DocuSigned by: Richard J. Cohen	Signed:	Bill Gravell (Jun 16, 2021 08:42 CDT)
By:	Richard J. Cohen	By:	Bill Gravell
Title:	President & CEO	Title:	County Judge
Date:	May 25, 2021	Date:	Jun 16, 2021

[redacted]

SOFTWARE LICENSE AND SERVICES AGREEMENT ("AGREEMENT") | **SCHEDULE A**

LICENSING AND DEVELOPMENT FEES
Streamlined RANT®

Treatment Research Solutions at Public Health Management Corporation (PHMC)

Contact:
Meghan Love
Product Director
Treatment Research Solutions @
Public Health Management Corporation
1500 Market Street
Centre Square, East Tower, 15th fl.
Philadelphia, PA 19102
mlove@tri.phmc.org
(215) 399-0990
[redacted]

LICENSING

Product Name	*Version*	*No. of Servers*	*Permitted Users*	*Fees*
Streamlined RANT®	*1*	*1*	*up to 5*	*$1,100 per year, per court*

MAINTENANCE & SUPPORT

Service Name	*Service Details*	*Fees*
Networking Subscription	*RANT Instrument Access Provided for Users within Individual Courts*	*$350 per court*
Initial Training	*1 Session – Remote Training*	*$750*
Additional Training Sessions	*Per Session – Remote Training*	*ROLE Rates Apply*
Remote Support (Phone/Email)	*Mon - Fri 8:30am – 5pm EST*	*Included in Annual Fee*
Remote Support (Phone/Email)	*All Other Times*	*Network Admin Rates Apply*
On-Site Support	*Requires Separate SOW*	*TBD in conjunction with SOW*

PROFESSIONAL SERVICE RATES

Any additional services shall require the acceptance and authorization of a formal Statement of Work (SOW) by Licensee in advance of the commencement of any labor. Should additional services be required, those services will also be billed at the following hourly rates:

ROLE	RATE
Application Lead	$125 /hr.
Integration Lead/DBA	$125 /hr.
IT Project Manager	$110 /hr.
Billing Team Lead	$104 /hr.
Network Admin	$105 /hr.

SOFTWARE &SERVICES SUMMARY
Streamlined RANT®

Treatment Research Solutions at Public Health Management Corporation (PHMC)

Contact:
Meghan Love
Product Director
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Public Health Management
Corporation
1500 Market Street
Centre Square, East Tower, 15th fl.
Philadelphia, PA 19102
mlove@tri.phmc.org
(215) 399-0990

Treatment Research Solutions @ Public Health Management Corporation (PHMC) professional services to Licensee as requested by Licensee consisting of:

Network Services

Hosting and maintenance of the streamlined RANT® website and the underlying server and networking infrastructure.

Availability of a "help desk" by phone or email messages to answer substantive questions about the intent of the RANT website.

Additional Requirements

Any additional work, such as re-programming or generation of new reports or data analyses, will be billed separately at PHMC's customary hourly rate outlined in ***SCHEDULE A – LICENSING AND DEVELOPMENT FEES***. In addition, if web conference or on-site training(s) is/are requested, additional costs will be charged for time and travel-related expenses of PHMC staff. PHMC will submit a monthly invoice and work breakdown detailing the number of hours worked and services rendered.

Maintenance and Support Escalation Procedures

PHMC shall reasonably determine the Severity Level of errors and will make commercially reasonable efforts to provide a resolution designed to solve or temporarily by-pass a reported error, pursuant to the below protocols. If such error has been corrected in a maintenance release, Licensee must install and implement the applicable maintenance release; otherwise the update may be provided in the form of a temporary fix, procedure or routine, to be used until a maintenance release containing the permanent update is available. In all cases, resolution of issues by PHMC will require the Licensee to assist in the descriptive documentation and/or reproduction of the error, identify a Licensee contact person with whom PHMC can maintain contact to arrange for analysis, testing, systems, and other resources and other tasks in support of resolution of the Licensee's error and to whom status reports and requests for resources can be addressed.

Priority Level HIGH: PHMC promptly initiates the following procedures: (1) assigns Client Support representative to correct the error on an expedited basis; (2) provides ongoing communication on the status of an update; and (3) begins to provide a temporary workaround or fix. Priority Level HIGH error means the (i) system is severely impacted or completely shut down, or (ii) system operations or mission-critical applications are down.

Priority Level MEDIUM: PHMC assigns a Client Support representative to begin an update, and provides

additional, escalated procedures as reasonably determined necessary by PHMC Client Support staff. PHMC exercises commercially reasonable efforts to provide a workaround or include a fix for the Severity Level 2 errors in the next maintenance release. A Severity Level 2 error means (i) the system is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or (iii) mission critical applications, while not being affected, have experienced significant system interruptions.

Priority Level LOW: PHMC may include an update in the next maintenance release. A Severity Level 3 error means there (i) are errors in fully operational production systems, (ii) is a need to clarify procedures or information in documentation, or (iii) is a request for a product enhancement.

Severity Level'	Targeted First Response	Targeted Resolution Time and Type	Targeted Status Report	Management Notification	Management Contacts
Severity Level 1	Within 1 business hours	Continuous effort until Resolved	By Licensee agreement	Within 1 business Day	Director of Client Services or the equivalent
Severity Level 2	4 business Hours	Workaround or include fix in next Maintenance Release	Every other working day	Within 2 business Days	Director of Client Services or the equivalent
Severity Level 3	8 business Hours	Update may be included in Next Maintenance release. Clarification is given.	N/A	N/A	Director of Client Services or the equivalent

Exhibit C

BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into between **Williamson County Veterans Court** "Covered Entity" as that term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45, C.F.R. Part 160 and Part 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule"), and **Public Health Management Corporation (PHMC)**, a "Business Associate," as that term is also defined by HIPAA, including the requirements for Business Associates set forth as 45 C.F.R. § 164.504(e).

Whereas, Covered Entity and Business Associate desire to enter into a contract under which Business Associate will be providing services on behalf of the Covered Entity.

Whereas, in connection with the provision of such services by Business Associate, the Covered Entity may disclose to Business Associate certain Protected Health Information (as defined below).

Whereas, Business Associate and the Covered Entity desire to enter into a Business Associate Agreement for the purpose of addressing the Privacy Rule, the Security Rule, and the Electronic Transaction Rule, (as those terms are defined below), and for addressing the privacy and security provisions set forth in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), contained in Title XIII, Subtitle D, of the American Recovery and Reinvestment Act of 2009.

Therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Business Associate and the Covered Entity agree as follows:

ARTICLE 1. DEFINITIONS

1.1. "*Agreement*" shall mean this document, including all exhibits, attachments, and properly executed amendments and addendums.

1.2 "*Breach*" shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.3 "*Electronic Health Record*" shall have the same meaning as the term "electronic protected health information" in § 13400(5) of the American Recovery and Reinvestment Act of 2009.

1.4 "*Electronic Protected Health Information*" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.

1.5 "*Electronic Transaction Rule*" shall mean the final regulations issued by the U.S. Department of Health and Human Services concerning standard transactions and code sets under 45 C.F.R. Parts 160 and 162.

1.6 "*Individual*" shall mean the person who is the subject of the Protected Health Information or a person who qualifies as the personal representative of the individual in accordance with 45 C.F.R. § 164.502(g).

1.7 "*Privacy Rule*" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

1.8 "*Protected Health Information*" shall mean any information that: (a) relates to the past, present, or future physical or mental health or condition of an Individual; (b) the provision of health care to an Individual; (c) or the past, present, or future payment for the provision of health care to an Individual; and (d) that identifies the Individual for or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

1.9 "*Required By Law*" shall have the same meaning as the term "required by law" in 45 C.F.R. § 160.103.

1.10 "*Secretary*" shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom authority has been delegated.

1.11 "*Security Incident*" shall have the same meaning as the term "security incident" in 45 C.F.R. § 160.103.

1.12 "*Security Rule*" shall mean the Security Standards and Implementation Specifications at 45 C.F.R. Parts 160 and 164, Subparts A and C.

1.13 "*Transaction*" shall have the same meaning as the term "transaction" in 45 C.F.R. § 160.103.

1.14 "*Unsecured Protected Health Information*" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

ARTICLE 2. SAFEGUARDING PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

2.1 Permitted Uses and Disclosures. Business Associate hereby agrees that it shall be prohibited from using or disclosing Protected Health Information provided or made available by the Covered Entity (or another Business Associate of the Covered Entity) for any purpose other than as expressly permitted or required by the Subcontractor Contract.

a. **Functions and Activities on Covered Entity's Behalf.** Except as otherwise set forth in this Agreement, the parties hereby agree that Business Associate shall be permitted to use and/or disclose Protected Health Information provided or made available by the Covered Entity (or another business associate of the Covered Entity) only for the purpose of conducting the transactions contemplated for the Business Associate under the underlying Subcontractor Contract and only for purposes within the scope of such underlying Subcontractor Contract.

b. **Business Operations**. Business Associate is permitted to use and/or disclose Protected Health Information if necessary for the proper management and administration of Business Associate's responsibilities under the Subcontractor Contract, or to carry out any legal responsibilities of Business Associate, provided that, with respect to any disclosure of Protected Health Information, either:

(1) the disclosure is Required By Law; or

(2) Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that: (a) the Protected Health Information will be held in confidence and used or further disclosed only as or for the purposes for which Business Associate disclosed the Protected Health Information to the person or as Required by Law; (b) the person will use appropriate safeguards to prevent use or disclosure of the Protected Health Information; and (c) the person immediately notifies Business Associate of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.

c. **Data Aggregation Services**. Business Associate is permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 C.F.R. § 164.501, relating to health care operations of the Covered Entity.

d. **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act.

2.2 Information Safeguards.

a. **Privacy of Covered Entity's Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity's Protected Health Information. The safeguards must reasonably protect Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.

b. **Security of Covered Entity's Electronic Protected Health Information.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf as required by the Security Rule.

2.3 Employees, Subcontractors, Independent Contractors, and Agents. Business Associate will require any of its Employees, Subcontractors, Independent Contractors, and Agents to which Business Associate is permitted by this Agreement, or in writing by Covered Entity, to disclose Covered Entity's Protected Health Information and/or Electronic Protected Health Information, to provide assurance in writing that Employee, Resource Parent, Subcontractor, Independent Contractor, or Agent understands the requirements to safeguard and protect PHI and will comply with the same privacy and security safeguard obligations with respect to Covered Entity's Protected Health Information and/or Electronic Protected Health Information as are applicable to Business Associate under this Agreement.

2.4 Prohibition on Sale of Records. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Covered Entity or Business Associate obtains from the Individual, in accordance with 45 C.F.R. § 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Individual, except as otherwise allowed under the HITECH Act.

2.5 Penalties For Noncompliance. Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the Privacy Rule and Security Rule, as amended by the HITECH Act.

ARTICLE 3. COMPLIANCE WITH ELECTRONIC TRANSACTION RULE

If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any Employees, Subcontractors, Independent Contractors, and Agents it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transaction Rule. Business Associate shall also comply with the National Provider Identifier requirements, if and to the extent applicable.

ARTICLE 4. INDIVIDUAL RIGHTS

4.1 Access. Business Associate will make available to Covered Entity or, at Covered Entity's direction, to an Individual (or the Individual's personal representative) for inspection and obtaining copies Covered Entity's Protected Health Information about the Individual that is in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 C.F.R. § 164.524. Effective as of the date specified by HHS, if the Protected Health Information is held in an Electronic Health Record, then the Individual shall have a right to obtain from Business Associate a copy of such information in an electronic format. Business Associate shall provide such a copy to Covered Entity or, alternatively, to the Individual directly, if such alternative choice is clearly, conspicuously, and specifically made by the Individual or Covered Entity.

4.2 Amendment. Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of Covered Entity's Protected Health Information, so that Covered Entity may meet its amendment obligations under 45 C.F.R. § 164.526.

4.3 Disclosure Accounting. To allow Covered Entity to meet its disclosure accounting obligations under 45 C.F.R. § 164.528:

a. **Disclosures Subject to Accounting.** Business Associate will record the information specified below ("Disclosure Information") for each disclosure of Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified below, that Business Associate makes to Covered Entity or to a third party.

b. **Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity's Protected Health Information if Covered Entity need not account for such disclosures.

c. **Disclosure Information.** With respect to any disclosure by Business Associate of Covered Entity's Protected Health Information that is not excepted from disclosure accounting, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

(1) **Disclosure Information Generally.** Except for repetitive disclosures of Covered Entity's Protected Health Information as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of Covered Entity's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

(2) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Covered Entity's Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.

d. **Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates (3 years for disclosures related to an Electronic Health Records, starting with the date specified by HHS). Business Associate will make the Disclosure Information available to Covered Entity within 15 calendar days following Covered Entity's request for such Disclosure Information to comply with an Individual's request for disclosure accounting. Effective as of the date specified by HHS, with respect to disclosures related to an Electronic Health Record, Business Associate shall provide the accounting directly to an Individual making such a disclosure request, if a direct response is requested by the Individual.

4.4 Restriction Agreements and Confidential Communications. Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about Covered Entity's Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. Effective February 17, 2010 (or such other date specified as the effective date by HHS), Business Associate will comply with any restriction request if: (i) except as otherwise Required by Law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and

(ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

ARTICLE 5. BREACHES

5.1 **Privacy or Security Breach.** Business Associate will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this Agreement along with any Breach of Covered Entity's Unsecured Protected Health Information. Business Associate will treat the Breach as being discovered in accordance with 45 CFR §164.410. Business Associate will make the report to the Covered Entity not more than 5 calendar days after Business Associate learns of such non-permitted use or disclosure. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will at least:

a. Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;

b. Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual basis;

c. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;

d. Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;

e. Identify what steps the Individuals who were subject to a Breach should take to protect themselves;

f. Provide such other information, including a written report, as Covered Entity may reasonably request.

5.2 **Security Incidents.** Business Associate will report to Covered Entity any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make this report upon request, except if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Covered Entity's Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth in Section 5.1.

ARTICLE 6. TERM AND TERMINATION

6.1 Term. This Agreement shall be effective on the date that Business Associate's Subcontractor Contract commences with the Covered Entity and shall terminate when all Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or the Department, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

6.2 Right to Terminate for Cause. The Covered Entity may terminate the Subcontractor Contract if it determines, in its sole discretion, that Business Associate has breached any provision of this Business Associate Agreement, and upon written notice to Business Associate of the Breach, Business Associate fails to cure the Breach within 30 calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination.

6.3 Return or Destruction of Covered Entity's Protected Health Information as Feasible. Upon termination or other conclusion of the Subcontractor Contract, Business Associate agrees to return all Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity, and not to retain any copies of the Protected Health Information after termination of the Subcontractor Contract. If Business Associate elects to destroy the Protected Health Information, it shall certify to the Covered Entity and the Pennsylvania Department of Public Health when applicable that the Protected Health Information has been destroyed.

6.4 Continuing Privacy and Security Obligation. If return or destruction of the Protected Health Information is not feasible, Business Associate agrees to extend the protections of this Business Associate Agreement for as long as necessary to protect the Protected Health Information and to limit any further use or disclosure so as to be consistent with the intent of this Business Associate Agreement.

ARTICLE 7. GENERAL PROVISIONS

7.1 Access to Books and Records. Business Associate hereby agrees to make its internal practices, books and records relating to the use, disclosure, and safeguards for Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary or the Secretary's designee for purposes of determining compliance with the Privacy Rule and/or the Security Rule.

7.2 Mitigation Procedures. Business Associate agrees to have procedures in place for mitigating, to the extent practicable, any deleterious effect from the use or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, in a manner contrary to this Business Associate Agreement or the Privacy Rule.

7.3 Amendment to Business Associate Agreement. Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS that affects Business Associate or Covered Entity's obligations under this Agreement, this Agreement will be automatically amended such that the obligations imposed on Business Associate or Covered Entity remain in compliance with the final regulation or amendment to final regulation.

7.4 Omnibus Rule. The U.S. Department of Health and Human Services released the Omnibus Rule, effective March 26, 2013 applicable to existing Privacy, Security, and Enforcement Rules for protected health information ("PHI") under HIPAA and improving enforcement under the Health Information Technology for Economic and Clinical health (HITECH) Act. The Omnibus Rule modifies the Breach Notification Rule. Pursuant to the Omnibus Rule, effective March 26, 2013, Business Associate is directly liable for compliance with HIPAA Privacy and Security Rule requirements including: impermissible uses and disclosures; failure to provide breach notification to the Covered Entity; failure to disclose PHI where required by the Secretary to investigate or determine the business associate's compliance with the HIPAA Rules; failure to provide an accounting of disclosures; and failure to comply with the requirements of the Security Rule.

7.5 Choice of Law. Except to the extent superseded by the federal law, this Business Associate Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to choice of laws principles; provided, however, that for the purposes of privacy rights of Individuals, the law of the state in which the Individual resided during the event(s) giving rise to the need to determine the rights under this Agreement shall apply.

7.6 Disputes. Any controversy or claim arising out of or relating to the underlying Subcontractor Contract or this Business Associate Agreement will be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA").

7.7 Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by Business Associate or any Employee, Subcontractors, Independent Contractors, Agents, Contractors, and/or Third Parties that received Protected Health Information from Business Associate.

7.8 Notices. Whenever under this Business Associate Agreement one party is required to give notice to the other, such notice shall be deemed given if mailed by a nationally recognized overnight courier service (*e.g.,* Federal Express or United parcel Service), payment paid by sender; Certified Electronic Mail (*e.g.,* Docusign), or by United States Registered or Certified Mail, Return Receipt Requested, postage prepaid by sender, and addressed as follows:

Covered Entity:
Williamson County Veterans Court
405 Martin Luther King
Georgetown, TX 78626

_____

Business Associate:
Public Health Management Corporation
1500 Market St., LM500
Philadelphia, PA 19102
contracts@phmc.org

7.9 Binding Nature and Assignment. This Agreement shall be binding on Business Associate and the Covered Entity and their successors and assigns, but neither Business Associate nor the Covered Entity may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

7.10 Headings. The headings in this Agreement are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

7.11 Force Majeure. Business Associate shall be excused from performance under this Agreement for any period Business Associate is prevented from performing any services pursuant hereto, in whole or in part, as a result of an act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, and such non-performance shall not be grounds for termination.

7.12 Attorneys' Fees. Except as otherwise specified in this Business Associate Agreement, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this Agreement, each party shall bear their own legal expenses and the other costs incurred in that action or proceeding.

7.13 Entire Agreement. This Business Associate Agreement constitutes the entire agreement between the parties and shall replace any previous Business Associate Agreement between the parties.

IN WITNESS WHEREOF, Business Associate and the Covered Entity have caused this Business Associate Agreement to be signed and delivered by their duly authorized representatives as of the date set forth above.

BUSINESS ASSOCIATE:

PUBLIC HEALTH MANAGEMENT CORPORATION

Signed: DocuSigned by: Richard J. Cohen [redacted]

By: Richard J. Cohen

Title: President & CEO

Date: May 25, 2021

COVERED ENTITY:

WILLIAMSON COUNTY VETERANS COURT

Signed: Bill Gravell (Jun 16, 2021 08:42 CDT)

By: Bill Gravell

Title: County Judge

Date: Jun 16, 2021

Commissioners Court - Regular Session **19.**

Meeting Date: 09/14/2021

Split Award IFB #T4875 EMS Medical Supplies

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a split award to various vendors for specific line item bids received for EMS Medical Supplies for Williamson County, IFB #T4875, to the lowest and best bidders as noted on the attached bid tab.

Background

This bid award benefits the Williamson County EMS Department. This award recommendation is to split the award between Bound Tree Medical LLC., Life-Assist, Inc., Medline Industries, Inc., Quadmed Inc., McKesson Medical Surgical Government Solutions LLC, Southern Safety Sales, and Henry Schein, Inc. for various medical supplies per the contract term beginning October 1, 2021 through September 30, 2022. The bid tabulation is attached for review. Awarded vendors and associated items are noted in red. Supplies are ordered on as as-needed basis. Department point of contact is Kirk Becker. Funding sources are: 01.0100.0540.003307; 01.0100.0540.003107; 01.0100.0540.003200.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 10:30 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 10:31 AM
Form Started By: Andrew Portillo		Started On: 09/03/2021 10:11 AM
Final Approval Date: 09/09/2021		

		DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Medline	Quadmed	McKesson	Southern Safety	Henry Schein	Health School
		"BAND-AID" BRAND ADHESIVE BANDAGES ; 3/4" X 3" FLEXIBLE FABRIC W/ NON-STICK PAD. (30 to 50 per box)	0.0097-1		$0.0270	0.0137-3	0.0221-4		0.01-2	
		"M.A.D." INTRANASAL DEVICE WITHOUT SYRINGE (DEVICE ONLY)	3.59-2	6.05-3	$8.5300	3.53-1	$7.7248		6.67-4	
		1 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.	0.077-2		$0.1700	0.11-4	0.0884-3		0.075-1	
		10 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.	0.0731-2	0.104-3	$0.2300	$0.2700	0.0363-1		0.14-4	
		LARGE BIOHAZARD INFECTION WASTE BAGS	0.17-1	0.21-2	$0.8100	0.30-4	DNMS		0.22-3	
		4 X 4 STERILE GAUZE	0.0133-1	0.035-3	0.03-2	$0.0600	$0.0879		0.05-4	
		4" X 4" NON-STERILE SPONGES 8 PLY	$0.0168	$0.0210	0.0088-1	0.01-2	0.0154-4		0.0113-3	
		ACETAMINOPHEN , 500MG PER TABLET/CAPLET. LOOKING FOR 12 TO 24 COUNT BOTTLES.	NBA	NBA	NBA	NBA			NBA	
		ADENOCARD 6mg / 2ml (VIALS ONLY)	2.17-1	$4.5800	3.46-4		2.353-3		2.25-2	
		AFRIN NASAL SPRAY (OXYMETAZOLINE HYDROCHLORIDE 0.05%). LOOKING FOR 1/2 oz. BOTTLES	1.15-1	1.30-2	$7.8500		6.24-4		1.66-3	
		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1 #8201030	13.28-3	12.96-2	12.10-1	13.95-4	$16.0320		$14.1100	
		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1.5 #8211030	13.28-3	12.96-2	12.10-1	13.95-4	$16.0320		$14.1100	
		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2 #8202030	13.28-3	12.96-2	12.10-1	13.95-4	$16.0320		$14.1100	
		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2.5 #8225030	13.28-3	12.96-2	12.10-1	13.95-4	$16.0320		$14.1100	
		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 3 #8703030	21.95-2	21.60-1	22.00-3	23.26-4	$26.7200		$24.7400	
		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 4 #8704030	21.95-2	21.60-1	22.00-3	23.26-4	$26.7200		$24.7400	
		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 5 #8705030	21.95-2	21.60-1	22.00-3	23.26-4	$26.7200		$24.7400	
		ALBUTEROL 0.083 % UNIT DOSE (30-50 DOSES PER BOX)	0.1152-1	0.182-4	$0.2600		0.181-3		0.13-2	
		ALCOHOL PREP PADS @ 200 PER BOX	0.008-3hx	0.008-4hx	$0.0100	0.0076-2	$0.0080		0.0056-1	
		AMIODARONE (or GENERIC - Bidder to specify which) 150MG / 3ML VIALS (w/ Benzyl Alcohol) IN DARK COLORED VIALS/BOTTLES TO PROTECT FROM LIGHT. NO AMPULES ACCEPTED	1.788-3		1.65-1		4.38-4		1.69-2	
		ASPIRIN, ADULT LOW DOSE, 81mg; CHEWABLE TABLETS.	0.019-1hx	0.019-2	0.0191-3	$0.9800	0.0239-4		$0.0250	
		ASSURE PRISM BLOOD GLUCOSE TEST STRIPS (BOTTLES OF 50)	0.1628-1	0.19-2	DNMS	$0.2300	0.196-4		0.196-3hx	
		ASSURE PRISM MULTI BLOOD GLUCOSE METER (ONLY)	0-1	5.50-2	DNMS	$6.1600	6.29-4		0-3	
		CASE FOR ASSURE BLOOD GLUCOSE METER	0-1	0-2	DNMS	$1.2200	6.32-4		0-3	
		ASSURE PRISM MULTI CONTROL SOLUTION, L1 AND L2	7.35-1	8.82-2	DNMS	$6.2600	10.05-4		9.22-3	
		Purchase above 4 items from same vendor								
		ATROPINE 8MG/20ML MULTIDOSE VIAL	41.79-2	35.00-1	41.80-3		44.094-4		$50.0400	
		ATROVENT (IPRATROPIUM BROMIDE) - BIDDER TO SPECIFY WHICH: 0.02 % IN 2.5 ML UNIT DOSE	0.1152-1	0.185-3	$0.2300		0.2084-4		0.1232-2	
		BACK BOARDS - PEDI IMMOBILIZATION DEVICE; W/ VELCRO ATTACHMENTS	371.22-4	178.49-2	145.21-1	178.50-3			UTI	
		BACK BOARDS - PEDI; PLASTIC W/O PINS. (Prefer a small version of an adult coffin board)	54.85-2	$202.4200	126.82-4	94.50-3	48.99-1		UTI	

		DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Medline	Quadmed	McKesson	Southern Safety	Henry Schein	Health School
		BACK BOARDS (PLASTIC) -ADULT - 72" L x (min.)16"W. W/ ADULT AND (MIN. OF 6) CHILD STRAPPING LOCATIONS. CONCAVE SHAPE PREFERRED. W/O SPEED CLIPS. W/ LARGE GLOVE COMPATABLE HANDHOLDS; MINIMUM 450 LBS. LOAD CAPACITY. GRAPHICS: Imprinted with "W C E M S" on top surface in minimum of 2 inch letters.	107.50-2	$220.0000	89.63-1	123.00-4	120.12-3		UTI	
		BACKBOARD RESTRAINT STRAPS: TWO PIECE, 5 ft, LIMITED USE POLYPROPYLENE WOVEN MATERIAL, W/ PLASTIC SIDE RELEASE BUCKLE. W/ PERMANENT STOP ON END OF STRAP TO PREVENT IT FROM COMING OFF OF THE BUCKLE. (ORANGE)	1.77-4	1.53-2		1.58-3	$9.1800		1.33-1	
		BAG VALVE MASK WITH RESERVOIR-DISPOSABLE, INFANT, WITH O2 TUBING (LATEX FREE) AMBU SPUR REQUIRED	9.24-2	11.83-3	$28.7500	$13.2700	DNMS	8.12-1	12.50-4	
		BED PANS, FRACTURE STYLE	0.84-1	0.89-2	DNMS	$1.1000	1.07-4		0.99-3	
		BENADRYL (DIPHENHYDRAMINE) 50 MG / 1ML VIALS	1.1432-3	1.09-1	1.1592-4		$1.1800		1.12-2	
		BENADRYL LIQUID: 12.5MG/5ML. LOOKING FOR 30 TO 60CC BOTTLES.	NBA	NBA	NBA	NBA	NBA		NBA	
		BENADRYL TABLETS, 25MG PER TABLET. LOOKING FOR 12 TO 24 COUNT BOTTLES	NBA	NBA	NBA	NBA	NBA		NBA	
		Betadine Solution (10% Povidone Iodine) 1/2oz BOTTLES ONLY			DNMS		1.58-1		1.65-2	
		BLANKET, READY-HEAT INFANT WARMING COCOON	13.84-4	13.38-2	10.72-1	$23.2200	$15.1400		13.64-3	
		BLANKETS - DISPOSABLE POLYESTER; COT, 60" X 90" APPROX. SIZE: NAVY (Send Sample)	3.40-1		DNMS	7.59-2	14.11-3		UTI	
		BLANKETS - DISPOSABLE, YELLOW. Approximate 50" X 84" size. (Send sample) GRAHAM MEDICAL #53382 VisiBlanket PREFERED	1.58-1		4.35-4	$2.9520	3.5048-3		UTI	
		BLOOD PRESSURE CUFF, ADULT: MABIS style	4.45-1	7.61-4	$17.5600	7.06-3	$18.2600		6.10-2	
		BLOOD PRESSURE CUFF, CHILD: MABIS style	4.16-1	6.56-3	$17.5000	7.06-4	$18.2500		6.10-2	
		BLOOD PRESSURE CUFF, INFANT: MABIS Style	4.45-1	6.56-3	$15.5000	7.06-4	$16.2100		6.10-2	
		BLOOD PRESSURE CUFF, LARGE ADULT: MABIS Style	5.49-1	6.56-2	$18.5000	7.06-4	$21.0900		6.77-3	
		BLOOD PRESSURE CUFF, THIGH: MABIS Style	6.35-1	6.56-2	$21.8000	7.06-3	$27.3100		8.61-4	
		BULB SYRINGE 2 OZ, STERILE IN SEALED PACKAGE. FOR NASAL AND ORAL ASPERATION IN NEWBORNS AND INFANTS.	0.25-2	0.71-4	0.24-1	0.70-3	$0.8204		UTI	
		BURETROL SET WITH 1 ULTRASITE INJECTION SITE B-Braun 375111 ONLY (NO SUBS)	5.22-2	7.196-4			5.606-3		4.95-1	
		BURN SHEET 60" X 90" (DYNAREX 3520) or (MEDSOURCE MS-BS0033)	1.66-2	1.87-4	1.70-3	1.52-1	$2.0200		UTI	
		CALCIUM CHLORIDE 10%, 1gm/10ml VIAL SINGLE DOSE UNIT	9.89-1	10.82-2	22.45-3		25.712-4		$28.3100	
		CAVI WIPES, DISINFECTANT WIPES: TUB (13-5100 ONLY NO SUB)	$10.2375	8.53-1	9.02-2		9.44-3		9.60-4	
		CHEST SEALS VENTED H-VENT hvs01 ONLY (NO SUB)	15.65-2	16.83-3	9.36-1	20.74-4	UTI			
		CHLORAPREPS FREPP APPLICATOR 1.5ML	0.9575-1		1.15-3	1.45-4	1.1199-2			
		CID - MULTI GRIP, ROUND, DISPOSABLE - ADULT SIZE	3.08-1	4.55-4	$4.8100	3.74-2			4.35-3	
		CONFORMING ROLLER BANDAGE - STERILE 4" X 75"; individual wrapped	0.18666-2	0.25-4	$0.6200	0.14-1	$0.2691		0.205-3	
		CPAP DELUXE MASK LARGE (MERCURY MEDICAL 10-571-03) (NO SUBS)		23.37-1	35.83-4	27.38-3	27.15-2			
		CPAP DELUXE MASK SMALL/CHILD (MERCURY MEDICAL 10-571-05) (NO SUBS)		23.37-2	35.83-4	27.38-3			22.58-1	
		CPAP FLOWSAFE II EZ ADULT SMALL KIT (MERCURY MEDICAL 10-573-19) (NO SUBS)		51.24-2	$106.5000	52.41-3	59.53-4		50.63-1	
		CYANIDE ANTIDOTE KIT (such as CYANOKIT): HYDROXOCOBALAMINE BASED KIT	995.00-3	917.00-2	914.54-1		1055.20-4		$1,184.4500	

		DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Medline	Quadmed	McKesson	Southern Safety	Henry Schein	Health School
		DEXAMETHASONE 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED	1.50-2	1.48-1	$5.4700		1.7948-4		1.65-3	
		DEXTROSE 10%, 10 GM PER 100ML, in 250ML BAGS	2.49-2	2.42-1	$6.3300		2.68-3		2.84-4	
		DILTIAZEM 25MG/5ML REFRIGERATED VIALS	3.325-1 delivery	4.00-3	4.09-4		$2.7400		3.57-2	
		DISPENSING PIN, MICRO PIN; FOR WITHDRAWAL OR INJECTION OF MEDICATION FROM RUBBER-STOPPERED VIALS. LUER LOCK CONNECTOR. LATEX FREE: B. BRAUN # 519-415019 ONLY	0.32-4		0.29-2		0.26-1		0.30-3	
		DISPOSABLE SICKNESS (EMESIS) BAG, MEDLINE INDUSTRIES # NON70600 @ 25 per package NON LATEX OR CURAPLEX 1071-10208	0.34-1hx	0.34-2	0.36-3	$0.4800	$0.9422		0.42-4	
		DROPERIDOL 5MG/2ML VIALS	9.96-2		9.06-1		10.32-3		10.93-4	
		DRUG CASE, PELICAN #1550EMS ORANGE HARD SIDED; INCLUDING CLEAR POCKETS W/ MULTI POCKET ELASTIC POUCHES ATTACHED TO LID TO STORE CONTENTS. SIZE = 20.5"L x 16.75"W x 8.5"D (OUTSIDE DIMENSIONS). COLOR = ORANGE.	249.78-1	250.83-2	$445.2600	304.76-3	327.43-4		$355.9500	
		EASY CAP EtCO2 DETECTOR, ADULT	7.39-1	8.69-2	$11.3400	9.46-4	$9.9900		9.03-3	
		ECG ELECTRODES, PEDI; 10/PKG. AMBU BLUE SENSOR SP (REF: SP-OO-S/10) (Non-Latex)	0.194-2	0.26-3	DNMS	$0.3100	$0.3100	0.179-1	0.276-4	
		EMERGENCY BANDAGE, MILITARY STYLE "ISRALIE": 4 INCH (GREEN PACKAGING) DYNAREX 3683	2.98-2	2.97-1	DNMS	3.27-3	3.6391-4		UTI	
		EMESIS WASH BASINS, DISPOSABLE, LARGE "7 1/4 QUART" (NOT THE 500/700 CC BASINS)	0.52-1		0.76-4	0.72-3	DNMS		0.65-2	
		EMS SHEARS with SAFETY BANDAGE TIP 7 1/2" (no shorter) (Black or Blue handle only)	0.64-1	0.77-3	1.45-4	0.69-2	$2.4150		UTI	
		EPINEPHRINE 1:10,000 1MG/10ML; PFS @ 10 to a Package. (NEEDLELESS)	5.955-3	5.80-1	5.83-2		6.44-4		$10.1500	
		EPINEPHRINE 1:1000 1MG/1ML (VIAL ONLY), AMPULES NOT ACCEPTED.	17.9072-3	17.50-2	16.84-1		DNMS		19.95-4	
		ESMOLOL 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED	8.498-3		8.44-4		4.8108-2		4.04-1	
		ET TUBE INTRODUCER, FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 15fr. DIAMETER With BEND APPROX. 2CM FROM END AND MARKINGS TO INDICATE INTUBATION DEPTH. (send sample)	3.83-2		DNMS	2.86-1	7.445-3		UTI	
		ET TUBE INTRODUCER: FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 10fr. DIAMETER With BEND APPROX. 2CM FROM END AND MARKINGS TO INDICATE INTUBATION DEPTH. (send sample)	4.88-2		DNMS	2.86-1	7.445-3		UTI	
		ET TUBE RESTRAINT, ADULT, (THOMAS BRAND STYLE) (NO SUBSTITUTES)	$2.6800	2.60-1	3.05-4	$3.2400	2.96-3		2.61-2	
		ET TUBE; CUFFED, SIZES - 6.0, 7.5, & 8.0mm (LATEX FREE)	0.64-1	0.75-2	1.14-4	0.85-3	$1.9700		$0.4600	
		ET TUBE; UNCUFFED, SIZE RANGES - 3.0,3.5,4.0,4.5,5.0 & 5.5mm (LATEX FREE)	0.49-1	0.70-2	0.91-4	0.73-3	$1.3340		UTI	
		Purchase above 2 items from same vendor								
		EXTRICATION CERVICAL COLLAR, HARD PLASTIC; ADJUSTABLE: INFANT AND PEDI. (AMBU: MINI PERFIT ACE 000281106) NO SUB	3.98-2	4.69-3	$7.0900	$5.2500	$5.9067	3.65-1	5.02-4	
		EXTRICATION CERVICAL COLLAR, HARD PLASTIC; 16 SIZE - ADJUSTABLE: ADULT (AMBU: PERFIT ACE 000281000) NO SUB	3.98-2	4.69-3	$7.0900	$5.0800	$5.9067	3.65-1	5.02-4	
		FENTANYL: 0.05MG/ML IN 2ML vials (total 100mcg. per vials) (VIALS ONLY)	1.2344-1	3.40-4			2.13-3		2.10-2	
		FERNO CODE 1 PEDI Bag w/ pouches, RED	149.00-1		DNMS	162.35-2				
		FERNO AIRWAY Mgmt/TRAUMA BAGS. Red	237.90-2	268.00-3	DNMS	333.37-4			217.16-1	
		GLOVES, POWDER FREE-CHLOROPRENE, NEOPRO EC: SIZES: X-TRA SMALL THRU XX-TRA LARGE (Must be MICROFLEX Brand, no substitution allowed)	0.28-1hx	0.28-2	$0.3700	UTI	0.3084-4		0.308-3	UTI

		DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Medline	Quadmed	McKesson	Southern Safety	Henry Schein	Health School
		GLUCAGEN (GLUCAGON) AS A BOXED SET W/ 1 MG VIAL (POWDER) AND 1ML VIAL STERILE WATER FOR RECONSTITUTION (BEDFORD LABS NDC 55390-004-01)	147.90-1	179.94-2	$289.8000		215.58-3		223.89-4	
		HALDOL (HALOPERIDOL); 5MG/ML IN 1 ML VIALS (VIALS ONLY)	1.49-3	1.00-1	5.58-4		$5.9680		1.11-2	
		HALO CHEST SEALS (2 PACK)	5.35-1	14.62-4	7.765-2	$19.3400	$28.2100		8.75-3	
		HAND SANITIZER, ANTISEPTIC TOWELETTES W/ 0.5% CHLOROXYLENOL (VIONEX, by METREX ONLY) reorder # 10-1510 NO SUBSTITUTIONS	0.0495-1	0.19-2	UTI					
		HAND SANITIZER, PURELL INSTANT LIQUID (with Moisturizer) by GOJO, IN 2 OZ. BOTTLES ONLY (not 4 oz.) NO SUBSTITUTIONS	1.97-3		2.00-4	1.87-2	1.0454-1			
		I.V. ADMIN. SET 15 GTT. WITH UNIVERSAL SPIKE, TWO ULTRASITE INJECTION SITES, AND SPIN-LOCK CONNECTOR. approx. 80-100" LENGTH (Latex Free) B-Braun # US1150 ONLY (NO SUBS)	1.80-2	1.81-3	$3.8600		1.99-4		1.74-1	
		I.V. ADMIN. SET 60 GTT W/ 1 ULTRASITE INJECTION SITE (Latex Free)	1.08-2	1.54-4	UTI	1.01-1	$2.0644		1.46-3	
		I.V. CATHETER 14 GA X 1.25"; PROTECTIV (by CRITIKON)	1.35-4	1.33-3	$3.1100	1.25-1	$1.6354		1.33-2hx	
		I.V. CATHETER 16 GA X 1.25"; PROTECTIV (by CRITIKON)	$1.3500	1.33-3	$3.1100	1.25-1	$1.6354		1.33-2hx	
		I.V. CATHETER 18 GA X 1.25"; PROTECTIV (by CRITIKON)	$1.3500	1.33-3	$3.1100	1.25-1	$1.6354		1.33-2hx	
		I.V. CATHETER 20 GA X 1.25"; PROTECTIV (by CRITIKON)	$1.3500	1.33-3	$2.9200	1.25-1	$1.6354		1.33-2hx	
		I.V. CATHETER 22 GA X 1.00"; PROTECTIV (by CRITIKON)	$1.3500	1.33-3	$3.6500	1.25-1	$1.6354		1.33-2hx	
		I.V. CATHETER 24 GA X .75"; PROTECTIV (by CRITIKON)	$1.3500	1.33-3	$3.1100	1.25-1	$1.6354		1.33-2hx	
		I.V. CATHETER, CURAPLEX CLEARSAFE COMFORT: SIZES FROM 14ga. THRU 24ga.	1.27-1	1.485-4	$2.0700	1.36-2	$1.5704		1.45-3	
		I.V. CATHETER: 14ga X 5.25"; SUBCLAVIAN/PARICARDIOCENTESIS NEEDLE	17.55-3			7.47-1	19.493-4		17.42-2	
		I.V. INJECTION SITE TUBING, with REMOVEABLE ULTRASITE INJECTION SITE; 7"-10" LENGTH; LARGE BORE (PREFERRED: B-BRAUN 352244 ONLY) (Latex Free)	1.26-3	1.16-1	$1.5900		1.3568-4		1.20-2	
		I.V. PRESSURE INFUSER BAG W/ GAUGE, DISPOSABLE: for 1000cc Bags. (Not any type of Blood Pressure cuff)	6.49-1	$14.2300	7.36-3	7.82-4	$10.2620		6.60-2	
		INFECTION ISOLATION KIT, UNI-SIZE WITH LONG SLEEVED PERSONAL PROTECTIVE GOWN, N-95 TYPE MASK (universal size), HEAD BOUFFANT, SHOE COVERS, AND INFECTIOUS WASTE BAG IN A PROTECTIVE BAG OR POUCH. (COMMERCIAL KIT) (CITY OF BIRMINGHAM KIT)	6.88-1		DNMS		DNMS		UTI	
		INSTANT GLUCOSE 15 GRAMS (TUBE ONLY, NO TEAR OPEN POUCHES)	3.77-4	3.39-2	DNMS	3.12-1	DNMS		3.45-3	
		INSTANT ICE PACKS 6" X 9" (approximate therapeutic time - 20min)	0.29-1	0.57-4	$1.3100	0.33-2	0.5683-3		UTI	
		IRRIGATION CAP WOUND SHIELD (662209)	3.90-3		4.81-4		3.66-1		3.83-2	
		K Y JELLY .09 OZ FOIL PACK	0.035-1hx	0.035-3	$0.0600	0.0356-4	$0.0419		0.035-2	
		KENDRICK EXTRICATION DEVICE, such as FERNO MODEL 125	44.55-1	60.00-4	$72.7400	50.00-3	$141.7700		45.00-2	
		KETAMINE: 500MG/10ML VIALS	6.825-1	17.30-4			7.318-2		7.40-3	
		KETOROLAC 60MG/2ML VIAL	1.84-3	2.04-4	$3.0000		1.8376-2		1.43-1	
		KING VISION REUSABLE DISPLAY (KVISO1)	1084.00-1	1118.00-2		$1,275.0000	1124.34-3		1176.00-4	
		KING VISION VIDEO CHANNELED BLADES, # 3 (Ref. KVL03C)	38.95-2	38.50-1		42.29-3	$43.9070		43.80-4	
		LACTATED RINGERS 1000ML BAG	2.82-2	3.10-4	2.39-1		2.9525-3		$3.1200	
		LANCETS - SINGLE USE WITH AUTOMATIC SPRING LOADED LANCET RETRACTION AFTER USE (Surgilance One-Step safety lancet SLN 240100 {ORANGE}) - NO SUBSTITUTIONS	0.0794-2	0.095-3	$0.2600	0.0992-4	$0.1005		0.0719-1	

		DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Medline	Quadmed	McKesson	Southern Safety	Henry Schein	Health School
		LARYNGOSCOPE BLADE AND HANDLE DISPOSABLE MILLER 0 (TRULITE) (NO SUBS)	7.12-1		23.61-3		20.994-2			
		LIDOCAINE (XYLOCAINE - Bidder to specify which) 2% 100MG/5ML; PFS (NEEDLELESS)	3.855-2	3.56-1	3.88-3		$6.2060		4.50-4	
		LUCAS 2 STABILIZATION STRAP (4 PACK) (#11576-000037)	85.95-1		95.73-2	351.72-3			UTI	
		LUCAS 2: MANUAL CPR DEVICE, SUCTION CUPS (PHYSIO CONTROL BRAND #11576-000047 ONLY)	37.0058-3	36.667-1		36.76-2	38.5433-4		UTI	
		LUCAS 2: PATIENT STRAP - 3 PACK (#11576-000051)	79.16666-1		96.75-2	109.00-3				
		MAGILL FORCEPS, ADULT	3.42-2	3.33-1	$6.0600	3.61-4	$10.1000		3.50-3	
		MAGILL FORCEPS, PEDI	2.88-1	3.33-2	$6.0500	3.61-4	$10.1000		3.41-3	
		MAGNESIUM SULFATE, 1 GM VIALS	1.90-2	$6.0000	1.86-1		2.1736-3		2.30-4	
		MALE URINAL, PLASTIC	0.56-4	0.55-3	0.41-1	$1.2000	$0.5954		0.48-2	
		METHYLPREDNISOLONE (SOLUMEDROL) 125 mg/2 ML ACT-O-VIAL WITH STERILE WATER DILUENT (SELF CONTAINED UNIT)	8.5192-1	9.75-2			12.2308-4		10.60-3	
		MULTI TRAUMA DRESSING 10" X 30"	0.72-4	0.70-3	0.57-2	$0.8800	$0.8766		0.55-1	
		N95 COMPLIANT FACE MASK, MEDIUM: that meets or exceeds CDC and NIOSH requirements for Tuberculosis protection.	1.0475-2		0.55-1	1.957-3	4.7586-4			UTI
		NALOXONE (NARCAN - Bidder to specify which) 2MG/2ML; PFS (NEEDLELESS)	23.042-1	32.94-2	34.62-3		$38.1140		37.43-4	
		NASAL CANNULA, ADULT, CURVED TIP (LATEX FREE)	0.21-2	0.24-3	0.27-4	$0.3700	$0.3200		0.19-1	
		NASAL CANNULA, PEDI (LATEX FREE)	0.21-2	0.47-4	$0.7000	0.37-3	$1.1358		0.20-1	
		NASOPHARYNGEAL AIRWAYS, SIZE RANGES - #14, 16, 18, 20, 22, 24, 26, 28, 30, 32, & 36 (non sterile, w/o expiration dates) ROUSH BRAND #'s 123114 THRU 123136 (Latex Free)	1.45-1	2.15-2	$4.0300	2.43-3	3.221-4		UTI	
		NEBULIZER "T" CONNECTOR: WITH (1) - 22MM ID END and (2) - 22MM OD ENDS. (INTERSURGICAL # 1982000) (NO SUB)	1.07-1		1.12-3				0.83-2	
		NEBULIZER W/ MASK - ADULT SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. (Latex Free) (INTERSURGICAL 14836000) NO SUB	2.6148-1	DNMS			2.8726-3		2.50-2	
		NEBULIZER W/ MASK - CHILD SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. (Latex Free) (INTERSURGICAL 14846000) NO SUB	1.9996-1	DNMS					1.89-2	
		NEBULIZER: INDIVIDUAL WRAPPED ITEM. MUST BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. INTERSURGICAL #15016000 PREFERRED. (NO SUB)	0.85-1						0.81-2	
		NEBULIZER: SUPERSET CATHETER MOUNT W/ DOUBLE SWIVEL ELBOW AND PORT (INTERSURGICAL # 3509031) (NO SUB)	1.85-1				UTI		UTI	
		Purchase above 5 items from same vendor								
		NEEDLE, 21ga. X 1.5"; LUER LOCK, W/ BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE (NO SUBSTITUTION)	0.31087-4	0.25-2	DNMS	0.2529-3	$0.3160		0.245-1	
		NEEDLE, 25ga. X 5/8": LUER LOCK, W/BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE	0.259-4	0.25-2	$0.7500	0.2525-3	$0.3160		0.245-1	
		NEOTECH MECONIUM ASPIRATOR, DISPOSABLE (CAT# N0101)	4.45-3	4.35-2	$5.8000	4.25-1	4.7318-4		$5.7000	
		NITRO -BID FOILPAKS: NDC 0168-0326-08	2.64583-3	2.479-2	2.29-1		2.769-4		$2.9400	

		DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Medline	Quadmed	McKesson	Southern Safety	Henry Schein	Health School
		NITRO TABLETS, 0.4mg @ 25 per bottle. EACH BOTTLE TO BE INDIVIDUALLY PACKAGED SO AS TO BE IDENTIFIED WHEN OPENED.	0.3112-1	0.71-4	$49.9700		0.4684-2		0.53-3	
		NITROGLYCERIN IN D5W, 25MG/250ML GLASS BOTTLE	18.52916-1		26.26-4		22.2433-3		21.46-2	
		NON REBREATHER MASK (TOTAL) ADULT, WITH RESERVOIR & TUBING (LATEX FREE) (NO EXPIRATION DATE)	0.54-1	0.63-2	0.81-4hx	0.77-3	$0.8100		UTI	
		NON REBREATHER MASK, PEDI; WITH RESERVOIR AND TUBING (LATEX FREE) (NO EXPIRATION DATE)	0.54-1	0.78-4	0.72-2	0.76-3	$1.3000		UTI	
		NOREPINEPHRINE 0.1%: 4MG/4ML (VIALS ONLY, NO AMPULES ACCEPTED)	23.63-4	9.70-1	UTI		21.706-3		11.65-2	
		NORMAL SALINE, 0.9%: PREFILLED SYRINGE. 10ML VOLUME IN 10ML SYRINGE (LUER LOCK)	0.28-1	0.298-4	$0.2500		0.4147-3		0.26-2	
		NORMAL SALINE, 100 CC BAGS	1.99-1	2.80-4	$2.6200		2.308-3		2.20-2	
		NORMAL SALINE, 1000 CC BAGS	2.72-1	2.89-4	$6.3100		2.835-3		3.11-2	
		NORMAL SALINE, 500 CC BAGS	2.87-1	4.09-4	$6.4800		2.8896-3		3.05-2	
		Purchase the above 4 items from the same supplier								
		NOSE CLIP PLASTIC	0.2934-3	0.25-2	0.39-4	$0.5400	$0.8020		0.24-1	
		OB KIT, W/ SEALED POUCH AND CARDBOARD BOX CONTAINER. MOTION MEDICAL DISTRIBUTING (stock # 1736) ONLY, NO SUBSTITUTIONS.					DNMS		10.17-1	
		ORAL PHARYNGEAL AIRWAYS - SIZE RANGES: 50,60,70, 80, 90 & 100 mm (Latex Free)	0.13-1	0.17-2	0.29-4	0.21-3	$0.3346		UTI	
		OXYGEN, PRESSURE REGULATOR FOR "D" SIZE TANK, 0-25 LPM CONSTANT FLOW - STANDARD BARB; W/ 1 STANDARD DISS OUTLET WITH CHECK VALVE, BRASS CORE FOR REDUCED WEIGHT; WITH PROTECTED CONTENTS GUAGE; WITH 5 YEAR OR LONGER WARRANTY.	$59.0000	30.00-3	DNMS	32.79-4	28.19-2		24.94-1	
		OXYGEN: "D" CYLINDER WRENCH, SMALL, ALUMINUM ONLY (NOT PLASTIC)	1.55-1	1.64-2	DNMS	1.94-3	$3.8200		2.97-4	
		OXYGEN: "K" CYLINDER REGULATOR WRENCH, ALUMINUM, (w/ slotted mounting holes)	3.29-1	3.93-2hx		4.00-4	DNMS		3.93-3	
		OXYGEN: FLOW METER; REPLACEMENT OXYGEN TREE - PLASTIC	0.24-1	$0.4100	0.29-2	0.36-4	0.32-3		$0.4600	
		OXYGEN: PRECISION FLOW CONTROL VALVE/ FIXED FLOW RATE SETTINGS; (O-25 LPM) with PREATTACHED MALE QUICK CONNECT FITTING W/ 1/8" MALE PIPE FOR AMBULANCE WALL MOUNTING (NOT FLOW TUBE).	DNMS			36.55-1			48.41-2	
		OXYGEN: PRESSURE REGULATOR, HIGH FLOW W/1 STANDARD DISS OUTLET WITH CHECK VALVE; FOR "K" - SIZE OXYGEN TANKS ON TRUCKS.	79.90-3	42.85-1		71.80-2			UTI	
		OXYGEN QUICK CONNECT OHMEDA, (PRECISION MEDICAL 2114)	18.90-1			21.44-3	22.75-4		21.39-2	
		OXYGEN: SUPPLY TUBING, UNIVERSAL (APPROX. 7 feet length)	0.23-1	$0.3700	0.27-2	0.36-4	0.3328-3		UTI	
		PARA SHIELD FACE SHIELD WITH MASK	4.15-2		0.67-1					
		PATIENT RESTRAINTS LEG, POSEY 2791Q	27.90-3		15.08-1	$35.2000	22.91-2		28.52-4	
		PATIENT RESTRAINTS WRIST, POSEY 2790Q	28.97-4		15.05-1	$35.1500	22.69-2		28.52-3	
		PEEP DISPOSABLE DIVERTER, to fit O-TWO Medical SMART O2 Bag (O-TWO# 17MP7020-cs)	1.846-3	1.475-1		1.48-2			UTI	

		DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Medline	Quadmed	McKesson	Southern Safety	Henry Schein	Health School
		PEEP, DISPOSABLE VALVE WITH INTEGRAL FILTER: 30MM FEMALE FITTING & ADJUSTABLE RANGE 0-20 cm H2O @ 12 PER BOX (Allied HCP #520073)	2.65-1		3.18-3	3.24-4			2.85-2	
		PENLIGHT, DISPOSABLE:W/ POCKET CLIP AND WHITE LIGHT.	0.546666-1	0.67-3	1.30-4	0.625-2	$1.8517		UTI	
		PHILIPS EtCO2 ADULT SENSOR, NON-INTUBATED, M2526A	8.04-1	9.07-2	$32.4500	DNMS	17.6904-4		15.26-3	
		PHILIPS EtCO2 PEDI SENSOR, NON INTUBATED; M2524A	8.93-1	9.99-2	29.59-4	DNMS	17.70-3		UTI	
		PHILIPS EtCO2 SENSOR, ADULT/PEDI INTUBATED; M1920	6.79-1	9.01-2	$32.5400	DNMS	12.30-4		10.62-3	
		PHILIPS EtCO2 SENSOR, NEONATE/INFANT INTUBATED M1923	11.61-1	17.51-2	41.26-4	19.733-3				
		PHILIPS HEARTSTART FR-2+ AED, REPLACEMENT BATTERY	162.90-2		256.81-3	161.50-1				
		LIFEPAK AC POWER CORD 11140-000015	69.17-2		84.52-4		73.12-3		66.02-1	
		TEST LOAD FOR USE W/LIFEPAK 21330-001365	91.92-2		$111.0100	94.76-3	96.03-4		86.70-1	
		CHEST LEAD ECG CABLE SET 11111-000022	131.67-3	131.50-2	$160.9100	139.19-4	$139.2000		125.90-1	
		LIMB LEAD ECG CABLE SET W/ TRUNK CABLE 11111-000018	326.68-3	325.00-2	$399.2200	345.33-4	$345.3600		312.35-1	
		ECG 100MM CHEMICAL THERMAL PAPER (red) 11240-000016	1.41-1		$28.3300	10.13-4	3.66-3		1.62-2	
		PULSE OX ADAPTER CABLE RAINBOW 11171-000037	179.90-4	85.00-1	$229.1500	89.29-3	$198.2200		85.20-2	
		RAINBOW PULSE OX REUSABLE ADULT 11171-000049	539.76-2	535.00-1	$651.7800	$625.0000	563.84-3		583.00-4	
		RAINBOW PULSE OX REUSABLE PEDI 11171-000050	$837.6400	540.00-1	$697.0700	654.76-4	621.10-3		610.00-2	
		PULSE OX SPO2 REUSABLE ADULT FINGER CLIP 2501 M-LNCS (2712-25010)	172.39-2		$312.2800	178.57-3	291.45-4		110.00-1	
		SpO2 DISPOSABLE SENSOR: Pedi. 11171-000040	13.98-1	14.00-2	17.53-4	$76.1900	15.1645-3		$110.0000	
		PHILIPS MRX: Q-CPR REPLACEMENT ADHESIVE PADS	UTI	6.42-2	DNMS		4.347-1			
		THERAPY CABLE FOR MFP 11113-00004	323.00-1	339.00-2	415.51-4		359.45-3		UTI	
		MULTI FUNCTION PADS, ADULT 11996-000091	23.85-1	24.00-2	27.64-4	DNMS	25.11-3		DNMS	
		MULTI FUNCTION PADS, PEDI 11996-000093	28.99-2	28.50-1	33.47-4	DNMS	30.43-3		DNMS	
		NIBP CABLE STRAIGHT HOSE 21300-008147	76.35-2		84.52-3	DNMS	73.12-1		UTI	
		PHILIPS NBP, ADULT NON-DISPOSABLE: SIZE RANGE 25-35CM	$31.6600	24.43-2	7.85-1		$31.7100			
		PHILIPS NBP, INFANT NON-DISPOSABLE: SIZE RANGE 10-19CM	19.90-2	20.60-4	7.71-1		20.26-3			
		PHILIPS NBP, LARGE ADULT NON-DISPOSABLE: SIZE RANGE 33-47CM	34.23-3	25.19-2	8.63-1		44.93-4			
		PHILIPS NBP, PEDI NON-DISPOSABLE: SIZE RANGE 18-26CM	29.25-4	22.14-2	7.80-1		22.91-3			
		PHILIPS NBP, THIGH NON-DISPOSABLE: SIZE RANGE 46-66CM	48.65-2		9.23-1					
		PILLOW CASES, DISPOSABLE - PAPER COVERED PATIENT SIDE W/ FLUID RESISTANT BARRIER	UTI	0.31-4	0.23-3	UTI Size	0.1869-2		0.1737-1	
		PILLOWS, DISPOSABLE: 21" X 27" HEAVY WEIGHT. (such as Medline NON2439322 or thicker) Send sample.	5.88-3		2.31-1		DNMS		2.5208-2	
		PROVIDINE IODINE PREP PADS	0.0365-4	0.035-3	0.03-2	$0.0366	$0.0504		0.027-1	
		QUANTUM ACR4 CHILD RESTRAINT	DNMS	670.00-1	869.44-4	697.25-3			680.00-2	

		DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Medline	Quadmed	McKesson	Southern Safety	Henry Schein	Health School
		QUIKCLOT COMBAT GAUZE: 3" X 4 YARD - "Z" fold packages	33.70-3	31.80-1	$42.9400	35.74-4	$37.8300		32.02-2	
		RAINCOATS W/ HOODS AND EMS LOGO, 48" PVC VINYL or longer: Sizes - Sm to XXL; COLOR YELLOW.								
		RAZOR, GALLANT PREPARATION: CONTOURED HANDLE, Platium coated Stainless Steel Blade	0.34-2hx	0.34-3	$0.4900	0.3524-4	$0.4076		0.306-1	
		REGLAN (METOCLOPRAMIDE); 5MG/ML IN 2ML VIALS 10mg in 2ml vial(VIALS ONLY)	1.3176-1		1.45-3		1.372-2		1.80-4	
		RESTRAINTS SOFT POSEY 2510 (NO SUB)	$3.8500	3.70-2	$4.0900	3.80-3	3.15-1		3.84-4	
		RING CUTTER	5.95-4	5.49-3	$8.8900	4.63-1	$16.3600		4.92-2	
		ROCHESTER CURVED FORCEPS 8.50" (2812-80994)	3.90-1		DNMS	DNMS	20.61-2			
		ROCURONIUM BROMIDE: 10MG/ML IN 10ML VIALS. REFRIGERATED.	6.78-2	$7.4400	7.19-4		6.858-3		5.45-1	
		SALEM SUMP TUBES, DOUBLE LUMEN, SIZES: 10fr, 12FR and 18FR. (w/o expiration date). (Latex Free) NOT LEVIN TUBE!	DNMS	1.85-2	$7.2400	1.90-3	1.9598-4		1.77-1	
		SCALPEL, RETRACTABLE SAFETY STYLE WITH #11 BLADE (DYNAREX #4161)	0.758-4	0.59-1	$1.0000	0.696-3	$0.7750		0.65-2	
		SCOOP STRETCHER: FERNO MODEL 65	511.35-4	476.00-3	473.78-2	374.22-1	$1,089.4900		$905.0000	
		SHARPS CONTAINER - 5 QUART, KENDALL SHARPS-A-GOTOR, POINT OF USE: SHARPS CONTAINMENT SYSTEM (#4838)	4.23-4	$4.6500	2.75-1	3.57-2	$4.4940		4.06-3	
		SHARPS CONTAINER HIDDEN BRACKET W/ INDIVIDUAL KEY - TO FIT KENDALL, SHARPS-A-GATOR SYSTEM: (#4841-HK)	UTI	6.05-3	DNMS		5.85-2		5.29-1	
		SHARPS SHUTTLE, FOR USE IN MED KIT.	1.24-1	1.26-2	1.86-3	UTI	2.94-4		UTI	
		SODIUM BICARB. 8.4 % 50 ML; (NEEDLELESS) W/ LUER LOCK PFS	13.99-3hx	13.99-4	11.30-1		12.059-2		$15.8500	
		SOFT TIP SUCTION CATHETERS; SIZES 6FR, 8FR, 10, 12, 14FR, 16 & 18FR.	0.11-1	0.19-3hx	$0.2500	0.19-4	$0.7266		0.13-2	
		SPLINT, MULTI-PURPOSE EMERGENCY.WATERPROOF, MALLEABLE POLYVINYL/ALUMINUM CONSTRUCTION, WASHABLE, REUSEABLE, X-RAY TRANSLUCENT. 36" (ORIGINAL SAM SPLINT REQUIRED)	7.05-3	6.54-1hx	$9.8700	$7.9400	7.9143-4		6.54-1	
		SPLINT, PELVIC BINDER - SAM PELVIC SLING II	$65.3200	54.00-1		57.65-3	64.63-4		57.18-2	
		SPLINTS 9", PADDED I.V. ARM BOARD	DNMS	0.44-3	0.31-1	0.36-2	$1.3367		0.63-4	
		SPONGE HEMOSTATIS XSTAT-12 (REVMEDX RVMFIN-0001-02)	190.00-1		DNMS					
		STERILE WATER FOR IRRIGATION, not INJECTION: 250 CC BOTTLES BAXTER 2F7112 (NDC # 0338-0004-02)	2.85-2	3.05-3	5.29-4		2.845-1		DNMS	
		STETHOSCOPE DUAL HEAD, GENERIC	3.71-2	3.80-3	4.40-4	2.32-1	$4.7100		UTI	
		STRETCHER REPLACEMENT STRAP FOR STRYKER POWER PRO; CHEST HARNESS STRAP w/ SHOULDER STRAPS. BOTH SIDES OF CHEST HARNESS STRAPS MUST BE ADJUSTABLE. (BLACK). CONSISTS OF THE ITEMS BELOW.							UTI	
		STRYKER 6500001401	35.41-1				36.37-2			
		STRYKER 6500001402	44.65-1							
		STRYKER 6500001403	45.85-1							
		STRETCHER REPLACEMENT STRAP FOR STRYKER POWER PRO; TO SECURE WAIST AND FEET/LEGS. 2 PIECE, MINIMUM 80" EXTENDED LENGTH. (BLACK)	8.12-1							
		STRETCHER SHEET W/ POLY BACKING FOR FLUID BARRIER; SNUGFIT, NON-WOVEN, FITTED BOTTOM WITH ELASTIC CORNERS, DISPOSABLE; 30" X 84" (Like the Taylor E-Force or Curaplex XPS)	DNMS	1.64-2	DNMS	1.716-3	DNMS	1.66-1hx/delivery	UTI	

		DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Medline	Quadmed	McKesson	Southern Safety	Henry Schein	Health School
		STRETCHER SHEET, FLAT TOP W/ POLY BACKING FOR FLUID BARRIER; DISPOSABLE: APPROX. 40" X 90" .	DNMS	0.46-2hx	0.46-3	$0.5280	0.432-1		0.52-4	
		STRETCHER, FLEXABLE: GRAHAM MEDICAL MEGA-MOVER MINIMUM 800 LB. WEIGHT CAPACITY	13.13-1	14.96-3	19.01-4	14.46-2	$26.8960		UTI	
		STRYKER: POWER PRO BASE STORAGE NET (P/N 6500-001-126)	219.90-3			43.75-1	216.08-2			
		SUCTION CONTAINERS; DISPOSABLE 1200 CC CANISTERS W/ 6" DIAMETER (BEMIS SYSTEM II)	DNMS	2.65-2	$4.3500	2.66-3	2.8496-4		2.42-1	
		SUCTION TIP, Hi-D Ducanto (NO SUB) by SSCOR (NON LATEX)	1.88-2	DNMS	DNMS	DNMS	1.982-3		1.79-1	
		SUCTION TUBING 9/32" ID tubing X 6' W/ MOLDED FEMALE CONNECTORS & MALE CONNECTOR (NON LATEX) DYNAREX 4693 (NO SUB)	1.51-1						UTI	
		SUCTION, BATTERY POWERED: S-SCORT III MODEL 74000, W/ TWO- POSITION REGULATOR (RED COLOR)	574.00-4	505.00-1	$726.4000	552.38-3	$613.0300		545.00-2	
		SUCTION, REPLACEMENT BATTERY FOR S-SCORT III [rectangular (80638) battery]	42.74-4	34.52-1hx	$49.7200	34.52-2			37.05-3	
		SUCTION, REPLACEMENT CHARGER (110VAC TO 12VDC) FOR S-SCORT III (#80533)	UTI	55.50-1	$78.2400	59.52-3	63.53-4		56.82-2	
		SYRINGE, 1 CC - LUER LOCK TIP without needle, packaged 5 to a strip, 100 to a box	DNMS	0.11-2hx	0.10-1	0.1231-4	$0.1286		0.11-3	
		SYRINGE, 10 CC - LUER LOCK without needle; packaged 5 to a strip & 100 to a box.	$0.1300	0.07-1	$0.1000	0.081-3	0.0943-4		0.075-2	
		SYRINGE, 20 CC - LUER LOCK TIP, without needle; packaged (MINIMUM) 40 to a box.	$0.2700	0.19-3	0.16-1	0.2024-4	$0.2476		0.168-2	
		SYRINGE, 3 CC - LUER LOCK without needle, packaged 5 to a strip, 100 to a box.	$0.0700	0.05-2	$0.0600	0.0589-4	0.0496-1		0.0513-3	
		SYRINGE, 60 CC - CATHETER TIP without needle.	$0.6700	0.42-2	DNMS	0.482-3	0.668-4		0.365-1	
		TAPE 1" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)	$0.7367	0.69-4	0.51-1	0.5735-2	$0.6967		0.67-3	
		TAPE 2" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)	1.351666-3	1.39-4	1.03-1	1.147-2	$1.4250		UTI	
		Tape, Coban 1"	$1.6500		0.38-3	0.2282-2	0.782-4		0.227-1	
		Tape, Coban 2"	$1.3400	1.22-4	0.58-2	0.4853-1	$1.4203		0.59-3	
		TETRACAINE 0.5%. 2ML BOTTLES	89.99-1		134.32-3		95.4012-2			
		THERMOMETER WELCH ALLYN SURE TEMP PLUS 690 W/ WALL MOUNT AND ORAL PROBES	289.00-2	275.00-1	$701.7600	291.95-4	DNMS		290.00-3	
		THERMOMETER PROBE COVERS FOR SURE TEMP PLUS 690	0.038-4	0.036-2hx	$0.1300	$0.0509	0.0358-1		0.036-3	
		THERMOMETER WALL MOUNTS ONLY FOR SURE TEMP 690	36.18-2	36.80-3	$239.3300	$48.2000	36.05-1		37.00-4	
		THERMOMETER, TEMPORAL ARTERY: EXERGEN TAT-2000C (NO SUBSTITUTIONS)	NBA	NBA	NBA	NBA	NBA		NBA	
		Thermovent HME Device (70-580011EA)	3.23-4		1.16-1		1.549-2		3.13-3	
		TINCTURE OF BENZOIN; SWAB AMPULES	$0.6990		0.29-3	0.3765-4	0.225-1		0.24-2	
		TOURNIQUET, IV: NON-LATEX, POWDER FREE (PRE-PACKAGED IN BUNDLES OF 50 PREFERRED) - SEND SAMPLE	0.07328-1		0.11-4	0.1037-3	$0.3840		0.066-2	
		TOURNIQUET, TRAUMA (C.A.T. ONLY) BLACK	22.75-4	21.75-2	$24.9900	22.53-3	$24.7100		20.85-1	
		TRACTION SPLINT, KENDRICK STYLE: ADJUSTABLE/FOLDABLE	$146.6500	64.89-1	72.74-3	73.96-4	67.69-2		$105.0000	
		TRANSEXAMIC ACID TXA 100MG/ML (VIAL ONLY) NO AMPULE ACCEPTED	11.90-3		25.63-4		9.045-2		7.75-1	

		DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Medline	Quadmed	McKesson	Southern Safety	Henry Schein	Health School
		TRAUMA BAG NAVY (CURAPLEX 020555R)	137.55-1		DNMS	DNMS	DNMS			
		TRIANGULAR BANDAGES, MUSLIN CLOTH 54" X 27" (W / O SAFETY PINS) (PRE-PACKAGED IN BUNDLES OF 12)	0.368333-3		0.27-1	0.3295-2	0.4025-4		UTI	
		TYLENOL (ACETAMINOPHEN) 500 MG TABLETS. LOOKING FOR 12 TO 24 COUNT BOTTLES.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
		TYLENOL (ACETAMINOPHEN) SUSPENSION LIQUID, 160 MG /5ML: CHILDREN'S DOSAGE. LOOKING FOR 2 oz. (60cc) BOTTLES	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
		VENI-GARD (BRAND) ADULT 3" X 2.5" IV SITE SECURING DEVICE	0.345-3	0.182-1	$0.5800	0.34-2	UTI		0.36-4	
		VERSED (MIDAZOLAM - BIDDER TO SPECIFY WHICH) 10MG/2ML CONCENTRATION IN 2 ML. VIALS SINGLE DOSE UNITS.	1.39-1				DNMS		1.73-2	
		VETBOND SKIN ADHESIVE (TWM3M1469)	16.90-1		18.92-2					
		ZOFRAN (ONDANSETRON) 4MG ORAL DISOLVING TABLETS - SINGLE DOSE UNITS 30/BOX	0.13166-2	0.20-4	$0.4380		0.1363-3		0.113-1	
		ZOFRAN (ONDANSETRON) 4MG/2ML VIALS - SINGLE DOSE UNITS	0.48-3	0.46-2	$0.8200		0.5656-4		0.39-1	
		DICK MEDICAL BIOTHANE G1 CROSS HARNESS FEMALE STRAP BLACK 51173XBKF	39.25-1						UTI	
		DICK MEDICAL BIOTHANE G1 CROSS HARNESS MALE STRAP BLACK 51173XBKM	39.25-1						UTI	
		DICK MEDICAL BIOTHANE G1 CROSS HARNESS SHOULDER STRAP BLACK 51174XBKS	28.34-1						UTI	
		DICK MEDICAL BIOTHANE G1 WAIST/LEG STRAP BLACK	17.78-1						UTI	
		SWAT T TOURNIQUETS	15.24-4	$15.5800	DNMS	9.01-1	9.7359-2		14.20-3	
LifePak	11160-000011	RAINBOW DCIP PEDI REUSABLESENSOR		UTI	771.22-3	654.76-2	DNMS		611.00-1	
LifePak	11160-000013	CARRY CASE TOP POUCH FOR USE W/LIFEPAK 12/LIFEPAK 15	52.71-2			58.75-3	DNMS		50.25-1	
LifePak	11160-000015	LIFEPAK 15 CARRY CASE BACK POUCH	74.65-2			83.85-3	DNMS		71.65-1	
LifePak	11160-000017	LIFEPAK 15 BASIC CARRY CASE W/RIGHT & LEFT POUCHES, SHOULDER STRAP (11577-000001) INCLUDED AT NO ADDITIONAL CHARGEWHEN CASE ORDERED WITH A LIFEPAK 15 DEVICE	279.00-2		DNMS	DNMS	DNMS		277.52-1	
LifePak	11160-000019	TEMP SENSOR, SKIN PROBE, HIGH DIELECTRIC, DISPOSABLE	5.90-1		7.17-2		DNMS		115.95-3	
LifePak	11260-000039	LP15 REDI-CHARGE ADAPTER TRAY	182.80-1		222.01-2		DNMS		UTI	
LifePak	11577-000002	REDI-CHARGE BASE (POWER CORD NOT INCLUDED)	DNMS		1634.55-1		DNMS		UTI	
LifePak	11996-000359	CODE-STAT 11 DATA REVIEW SEAT LICENSE	DNMS				DNMS			
LifePak	21996-000109	LP 15 LITHIUM-ION BATTERY	417.90-2		$503.1000	468.67-4	435.21-3		406.80-1	
LifePak	80596-000003	M-LNCS DB1 SOFT SENSOR	177.12-1		412.22-3	178.57-2	DNMS			
LifePak	11140-000052	CUFF KIT W/WELCH ALLYN SMALL ADULT, LARGE ADULT, THIGH CUFF	25.74375-1		DNMS		DNMS			
LifePak	11141-000115	REUSE-07-2MQ INFANT CUFF 2-TUBE TWIST LOCK	19.70-3	20.50-4	DNMS	$22.2000	12.10-1		18.25-2	
LifePak	11600-000030	REUSE-08-2MQ SMALL CHILD CUFF 2-TUBE TWIST LOCK	19.70-3	20.50-4	DNMS		12.43-1		18.25-2	
LifePak	21330-001176	CHILD CUFF 2-TUBE TWIST LOCK	20.55-2		DNMS		DNMS		18.90-1	
LifePak	11171-000065	SIX HOUR RECHARGEABLE SMART BATTERY	618.99-2			465.85-1				
	3615-80150	LAERDAL RED SLEEVE FOR CPR METER 2	33.15-1						UTI	
	3615-80550	LAERDAL RUGGED CARRY CASE FOR CPR METER 2	61.90-1						UTI	
	10-58514	MERCURY MEDICAL BVM SMART BAG WITH PEEP AND FILTER		35.00-2	DNMS	DNMS			23.20-1	
	1050502	MECURY MEDICAL CHILD CUSHION MASK FOR BVM		4.50-1	6.16-2	27.38-3			UTI	
	2422-81102	BREATHING CIRCUIT J-CIRCUIT W/WATER TRAP PEDI 15MM FOR HT70 PLUS	10.98-2			9.375-1			UTI	
	2422-80102	BREATHING CIRCUIT J-CIRCUIT W/O WATER TRAP 22MM FOR HT70 PLUS	10.33-3	10.32-2	$20.1000	10.75-4			10.10-1	

		DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Medline	Quadmed	McKesson	Southern Safety	Henry Schein	Health School
	2422-34201	FLOW SENSOR SEN3420A ADULT/PEDI FOR USE WITH NEWPORT HT70 PLUS	41.85-1		71.61-3		43.9925-2			
		BACTERIAL/VIRAL FILTER MEDTRONIC 351U5979	3.70-1		DNMS	DNMS	3.9722-2		DNMS	
		NEEDLE VISE 1-PORT 1860-00103	0.70-1							

Commissioners Court - Regular Session **20.**

Meeting Date: 09/14/2021

National Testing Network - Juvenile Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Williamson County Juvenile Services and National Testing Network, for profession testing and recruitment services, in the amount of $1,250.00 per year and authorizing execution of the agreement.

Background

National Testing Network will provide testing services at designated testing facilities for the sole purpose of testing candidates for specific job classifications at the Williamson County Juvenile Services Center. Department point of contact is Denise Carlson Funding source 01.0100.0576.004705.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 10:35 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:35 AM
Form Started By: Laura Zavala		Started On: 09/08/2021 08:32 AM
Final Approval Date: 09/09/2021		

NATIONAL TESTING NETWORK

National Testing Network Agreement for Williamson County

National Testing Network, Inc. (NTN) provides professional testing and recruitment services for public service agencies, including but not limited to: fire, law enforcement, communications, corrections, and transit. National Testing Network is owned and operated by professional testing experts with Ph.D.'s in Industrial/Organizational Psychology and over six decades of combined public sector testing experience. NTN is fully integrated with its parent company, Ergometrics and Applied Personnel Research, Inc. and uses Ergometrics' high quality simulations. NTN offers test administration at full time testing centers and satellite testing centers across the country.

This agreement is made and entered into, effective as of the date executed, by and between Williamson County ("Member Agency"), and National Testing Network, Inc., whose principle address is 2122 164th St. SW, Lynnwood WA 98087. In consideration of the mutual agreements incorporated herein, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

CONTRACT PRICE

The annual membership cost for a department to utilize NTN's applicant testing and recruitment services is $1,250.00 per year for each job classification. Upon the renewal date each year, an updated Agreement form will be sent to your department for completion.

Annual Membership	Each Job Category Membership Fee
Juvenile Corrections Annual Membership	$1,250.00

SCOPE OF AGREEMENT

NTN WILL PROVIDE

NTN will provide the testing services at designated testing facilities for the sole purpose of testing candidates for the specific job classifications stated in the scope of the agreement. NTN, at its sole discretion, may make changes to the testing materials, including, but not limited to alternate forms, scoring keys, additional sections, different test items, different tests and/or test administration strategy, including location.

NTN will provide an applicant website for test scheduling, testing facility, test administration, database of applicant scores and consultation regarding scores and services. NTN will provide authorized member agency personnel access to candidate information for candidates that submit scores to the Member

Agency. This information will include basic application information as defined by NTN. NTN recruitment services will include, but are not limited to, internet advertising on job posting services.

The candidate information collected will be determined by NTN and reported to the Member Agency. Member department job description information and logo will be posted on the NTN website. Any additional application materials and assessments will be the responsibility of the Member Agency to collect.

The Member was offered a transportability analysis as part of the implementation process. If the Member chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

MEMBER AGENCY WILL PROVIDE

The Member Agency will provide information regarding the organization and applications for use on the NTN website, including organization logos. The Member Agency will also provide links on Member Agency's websites to direct candidates to the NTN website for test sign-up. The Member Agency will also engage in reasonable recruitment and advertising measures to bring candidates both to the NTN website and Member Agency's website for pre-employment purposes.

MARKETING MATERIALS

The Member Agency grants NTN permission to use its name, logo, and other identifying information for the purposes of marketing NTN services. This permission may be revoked by Member Agency at any time.

National Testing Network sincerely appreciates the opportunity to fulfill your business needs and help support an efficient and cost-effective applicant recruitment and screening process.

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

NATIONAL TESTING NETWORK

Signature

Primary Contact Name *(Please print)*

Title

Date

Email

Phone

Agency Name

Physical Address

City

State

Zip Code

Billing Contact

Please list who should receive the invoices from NTN.

Billing Contact Name *(Please print)*

Title

Email

Phone

Other Authorized Contacts

Please list anyone who is authorized to receive materials, including candidate scores, or discuss scores with NTN.

Authorized Contact Name *(Please print)*

Title

Email

Phone

Authorized Contact Name *(Please print)*

Title

Email

Phone

Vendor Signature

Alyce Thistle

Vendor Name *(Please print)*

Alyce Thistle

Signature

alycet@nationaltestingnetwork.com

Email

425-741-0103

Phone

Vendor Name *(Please print)*

Signature

Email

Phone

Commissioners Court - Regular Session **21.**

Meeting Date: 09/14/2021

Elections Systems and Software LLC Ballot on Demand

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Elections Systems and Software LLC (ES&S) and Williamson County for Ballot on Demand Services and Election Setup Services in the amount of $4,930.00 and authorizing execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Elections Department. Agreement attached outlines the details for the Ballot on Demand software and Election Setup Services and fee structure. Agreement initial term is for one (1) year and will automatically renew annually. Software license total is $2,430 per year charged to line item 01.0100.0503.004505.

Election setup fees are determined by the year's upcoming scheduled elections. The setup fee for this coming year is estimated to be $2,500. Those fees will be split with $1,500.00 charged to 01.0100.0492.004251 and $1,000.00 charged to 01.0375.0375.004251. Department contact is Christopher Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 09:59 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 10:01 AM
Form Started By: Erica Smith		Started On: 09/08/2021 09:25 AM
Final Approval Date: 09/09/2021		

ELECTION SYSTEMS & SOFTWARE, LLC
BALLOT ON DEMAND SYSTEM, ONGOING LICENSE, SOFTWARE MAINTENANCE, AND SERVICES AGREEMENT

This Agreement is made as of the date it is executed by the last of the parties named below on the signature page (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

AND: WILLIAMSON COUNTY, TEXAS ("Customer").

RECITALS:

A. Customer previously purchased certain ballot printing equipment and licensed certain ballot on demand software from ES&S and now desires to continue such license of software as well as purchase related services from ES&S for use in Williamson County, Texas (the "Jurisdiction"). The terms and conditions under which such software and services shall be provided are set forth in the **GENERAL TERMS** attached hereto and incorporated herein by reference.

B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

___X___ Exhibit A (Pricing Summary)

___X___ Exhibit B (ES&S Software and Services Description, Pricing and Fees)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: (402) 970-1291

Richard Jablonski
Signature

Richard J Jablonski
Name (Printed or Typed)

VP OF Finance
Title

9/7/2021
Date

WILLIAMSON COUNTY, TEXAS
301 SE Inner Loop St 104
Georgetown, TX 78626
Fax No.: (512) 943-1634

Signature

Name (Printed or Typed)

Title

Date

GENERAL TERMS
ARTICLE 1
DEFINITIONS

All capitalized terms used, but not otherwise defined, in these General Terms or in an Exhibit shall have the following meanings:

a. "Documentation" means the operating instructions, user manuals or training materials for the ES&S Software.

b. "ES&S Equipment" means ES&S' hardware or other ES&S proprietary equipment.

c. "ES&S Software" means ES&S' proprietary Ballot On Demand software and all Updates delivered to Customer under this Agreement, unless licensed pursuant to a separate written agreement.

ARTICLE 2
LICENSE OF ES&S SOFTWARE AND PAYMENT OF FEES

2.1 a. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time and temporary employees to use the ES&S Software described on Exhibit B and related Documentation supplied by ES&S. The licenses allow Customer to use (but not copy) the ES&S Software and the Documentation in the course of operating the ES&S Equipment and solely for the purposes of managing the printing of ballots in the Jurisdiction. The licenses granted in this Section 2.1 do not permit Customer to use the source code for the ES&S Software.

b. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

i. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

ii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any ballot printing, coding, programming or ballot layout services) without ES&S's prior written consent; or

iii. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

iv. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2.2 **Term of Licenses**. The licenses granted in Section 2.1 shall be in effect for the Term of the Agreement (as defined in Section 3.1 below) provided Customer timely pays the annual software license and maintenance and support fees as determined by ES&S. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2.1, 2.4, or 3.6 with respect to, such license. Upon the termination of either of the licenses granted in Section 2.1 for ES&S Software or upon

Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

2.3 **Updates**. During the Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

2.4 **Fees**

a. **Software License and Maintenance Fees**. The fees for ES&S Software License, Maintenance and Support Services are set forth on Exhibit A

b. **Election Set-Up Fee**. The per election fee for election setup is set forth on Exhibit B.

c. **Pre-Election Services**. The fees for the optional Pre-Election Services are set forth on Exhibit B.

ARTICLE 3
MISCELLANEOUS

3.1 **Term; Termination.** This Agreement shall be effective for a **One (1) Year Period beginning on the Effective Date** (the "Initial Term"). The Initial Term shall automatically renew for an unlimited number of successive one-year period unless otherwise agreed to, in writing, by the parties (each a "Renewal Period"). The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". The Term shall continue until this Agreement is terminated by the first to occur of (i) either party's election to terminate it upon the expiration of the Initial Term or any Renewal Period thereof, written notice of such election shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period; (ii) the date that is thirty (30) days after either party notifies the other that the other has materially breached this Agreement, and the breaching party fails to cure such breach within such thirty (30) day period, (except a breach as provided in (iv) below which will require no notice); (iii) the date which is thirty (30) days after ES&S notifies the Customer of ES&S intent to terminate the Agreement as a result of the Customer no longer utilizing ES&S' voter tabulation system with the Ballot On Demand printer purchased and licensed hereunder, or (iv) Customer's failure to make any payment due hereunder within thirty (30) days after it is due. In the event of early termination by ES&S due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S for all products delivered and services performed up through the effective date of

termination, Upon termination of this Agreement, Customer shall immediately return all ES&S Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

3.2 **Maintenance; Support**

a. **ES&S Software.** Provided Customer pays the applicable annual fees set forth on Exhibit A for ES&S Software license maintenance and support services, ES&S agrees that during the Term of the Agreement, ES&S shall maintain provide maintenance and support services for ES&S Software to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. If a defect or malfunction occurs in the ES&S Software while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S or its authorized representatives shall use reasonable efforts to restore the Software to perform in accordance with its Documentation as soon as practicable. ES&S or its authorized representatives shall restore ES&S Software at a location as determined by ES&S in its sole discretion. If a defect or malfunction occurs in any ES&S Software as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, rodent infestation, and utility or communication interruptions, Customer shall pay ES&S for any maintenance services at ES&S' then-current rates, as well as for the cost of all parts used in connection with the performance of such maintenance services.

b. **Disclaimer of Warranties. EXCEPT AS OTHERWISE SET FORTH HEREIN, ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE..**

3.3 **Consumables**. Customer shall be responsible for the purchase, shipping and installation of all components that are consumed in the normal course of operating the ES&S Equipment, including, but not limited to, toner, drums, transfer belts, fusers, and ballot stock (collectively, "Consumables"). All Consumables shall meet ES&S' specifications and may be purchased directly from ES&S or from authorized dealers. In the event the Customer purchases Consumables which do not meet ES&S specifications, Customer shall be solely responsible for any and all costs, expenses, liabilities, losses and damages resulting from the Customer's failure to purchase Consumables which meet ES&S' specifications

3.4 **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) errors that arise from mechanical or electronic component failures that are not covered under warranty or not subject to maintenance efforts or cure under this Agreement; or (c) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform its obligations under this Agreement.

3.5 **Taxes; Interest.** Customer shall provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3.7, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per

month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

3.6 **Proprietary Rights.** Customer acknowledges and agrees as follows:

a. ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S.

b. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Equipment or ES&S Software.

c. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

3.7 **Excusable Nonperformance**. Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.8 **Non-Appropriation of Funds.** Customer represents, warrants, and covenants that it has appropriated, and will have appropriated, funds available necessary to pay the amounts due herein through the end of the Customer's current fiscal year, and that Customer shall use its best efforts to obtain and appropriate funds in order to pay all payments which shall be due in each year of this Agreement. In the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any subsequent fiscal period, this Agreement may be terminated by either party; provided, however, that this Section 3.8 shall not be construed so as to permit Customer to terminate this Agreement in order to acquire a ballot on demand system and/or related services from a third party. Either party may notify the other of the termination, which may occur no later than the beginning of the subsequent fiscal period. Upon termination, Customer shall pay ES&S for all services performed pursuant to this Agreement up to the date of termination and reasonable exit costs incurred by ES&S. The amount of such payment may be paid from any appropriations available for such purposes, and Customer's highest-ranking officer or official shall use his/her best efforts to timely and sufficiently request the appropriation necessary to pay such amount.

3.9 **Assignment.** Except in the case of a reorganization of the assets or operation of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

3.10 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by

confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

3.11 **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid.

3.12 **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. ES&S is providing Software and services to Customer as an independent contractor, and shall not be deemed to be a “state actor” for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Software or services, but shall remain fully responsible for such performance. The provisions of Article 2 and Sections 3.6-3.12 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

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

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

[END OF GENERAL TERMS]

EXHIBIT A
PRICING SUMMARY

Sale Summary:		
Description	**Refer to**	**Amount**
ES&S Software License, Maintenance and Support Fees	Exhibit B	$2,430.00
Total Net Sale:		**$2,430.00**

Election Set Up Fees and Optional Pre-Election Services are not included in Total Net Sale. Please see Exhibit B for Election Set-Up Fees and Optional Pre-Election Services Fees and payment terms.

Terms & Conditions:

Note 1: Pursuant Section 3.5, any applicable state and local taxes are not included, and are the responsibility of Customer. Premium or rush transportation services incurred in connection with deliverables included in the Total Net Sale are additive and will be billed as incurred.

Note 2: **Invoicing and Payment Terms are as Follows**:

$2,430.00 due Thirty (30) Calendar Days after Receipt of Corresponding ES&S Invoice.

All other Service Fees are set forth on Exhibit B and are due within thirty (30) days of Customer's receipt of ES&S' invoice.

Ongoing Services:	
Description	**Annual Fee**
Software License, Maintenance & Support Services:	
• Ballot On Demand Software Fees (See Exhibit B for descriptions). Fees for any Renewal Term will be increased at a rate not to exceed more than 5% of the previously paid fee.	$2,430.00

EXHIBIT B
SOFTWARE AND SERVICES DESCRIPTION,
PRICING AND FEES

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Ballot On Demand Software			**$2,430.00**
	Software Licenses and Maintenance Including the Following Features:		
X	Single Request Software (SRS)	N/A	
X	Multiple Request Software (MRS)	N/A	
X	Integrated Printer Audit and Reporting Software	N/A	

ELECTION SETUP FEES

Initial Election Set-Up Fee per Election Event
Black and White Ballot Set-Up:
$450.00 per election set-up + $1.00 per unique PDF for first Computer
$75.00 for each additional Computer set-up
Color Ballot Set-Up:
$550.00 per election set-up + $1.00 per unique PDF for first Computer
$75.00 for each additional Computer set-up
Rework of Set-Up due to Customer Changes After Initial Set-Up is Complete
$175.00 per change event for first Computer set-up
$75.00 for each additional Computer set-up
Other
$350.00 fee for L&A Test Deck Creation
On-Site Set-Up: $1,700.00 per person, per day

Election Set-Up Fees are due within thirty (30) days of receipt of ES&S invoice.

OPTIONAL PRE-ELECTION SERVICES FEES

Upon request by the Customer and the payment of the associated fees, ES&S shall provide on-site Pre-Election services to the Customer ("Pre-Election Services") at the rate of $1,700.00 per day for the Initial Term.

Optional Pre-Election Services Fees are due within thirty (30) days of receipt of ES&S invoice.

ES&S reserves the right to increase the fees set forth in Exhibit B at the beginning of each Renewal Period.

Commissioners Court - Regular Session **22.**

Meeting Date: 09/14/2021

Sharp Copiers for Sheriff's Office - CIT, Cold Case, HQ Main, Warrants, Impound, HQHR

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the lease of six (6) Sharp Electronics Corp copiers for the Williamson County Sheriff's Office, one (1) in the amount of $256.27 per month for the CIT Department, one (1) in the amount of $163.58 for the Cold Case Department, one (1) in the amount of $393.36 for the HQ Main Department, one (1) in the amount of $162.42 for the Warrants Department. one (1) in the amount of $85.87 for the Impound and one (1) in the amount of $101.82 for HQHR Department, pursuant to DIR Contract #DIR-CPO-4433.

Background

Approval of these leases will support the operations of the Williamson County Sheriff's Office. New lease term is for 48 months effective 10/01/2021. This includes 6 machines:

- 1 Sharp MX-5071 color digital copier with 150 sheet single pass doc. feed and one (1) x 550 Sheet paper drawer priced at $256.27 (includes 2,500 Blk copies per month overages at $0.0070each and 1,500 Clr copies per month overages @ $0.0500each) includes delivery, installation, training, parts, labor and toner.
- 1 Sharp MX-4071 color digital copier with 150 sheet single pass doc. feed and one (1) x 550 Sheet paper drawer priced at $163.58 (includes 1,000 Blk copies per month overages @$0.0085each and 750 Clr copies per month overages @$0.0500each) includes delivery, installation, training, parts, labor and toner.
- 1 Sharp MX-3571 color digital copier with 150 sheet single pass doc. feed and one (1) x 550 Sheet paper drawer priced at $393.36 (includes 3,500 Blk copies per month overages at $0.0085each and 4,500 Clr copies per month overages @ $0.0500each), includes delivery, installation, training, parts, labor and toner.
- 1 Sharp MX-4071 digital copier with 150 sheet single pass doc. feed and one (1) x 550 Sheet paper drawer priced at $162.42 (includes 10,000 Blk copies per month overages at $0.0070each) includes delivery, installation, training, parts, labor and toner.
- 1 Sharp MX-3571 digital copier with 150 sheet single pass doc. feed and one (1) x 550 Sheet paper drawer priced at $85.87 (includes 600 Blk copies per month overages at $0.0070) includes delivery, installation, training, parts, labor and toner.
- 1 Sharp MX-4071 digital copier with 150 sheet single pass doc. feed and one (1) x 550 Sheet paper drawer priced at $101.82 (includes 2,500 Blk copies per month overages at $0.0070each) includes delivery, installation, training, parts, labor and toner.

Department contact will Peggy Bruan. Funding is approved inthe FY 22 budget. The expenditure will be charged to 01.0100.0560.4621.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sharp copiers X6

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2021 04:22 PM
Purchasing (Originator)	Joy Simonton	09/09/2021 06:59 AM
Purchasing (Originator)	Joy Simonton	09/09/2021 06:59 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:18 AM
Form Started By: Laura Zavala		Started On: 09/02/2021 11:17 AM
Final Approval Date: 09/09/2021		

PRH. 126584

SHARP ELECTRONICS CORPORATION
STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O SHARP Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	04/09/21
Quote No: WCS CIT C48	

Customer Name/Invoice Address:	Delivery Address:
Williamson County Sheriff's Office	Williamson County Sheriff's Office - CIT
508 Rock St.	1781E E. Old Settlers Blvd.
Georgetown, TX 78626	Round Rock, TX 78664

Contact Name	Peggy Braun	Phone:	512.943.1316
		E-Mail:	pbraun@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL
Dealer Authorized Signature MDLeonard 04/09/21		Installing Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL

Item	Description	QTY		Cost/Mo.
1	**Sharp MX-5071; 50 ppm COLOR Digital Copier** **w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE27N; Stand w/ (3) addt'l 550 Sheet Paper Drawers MX-FN27N; Inner Finisher MX-PN14B; 3 Hole Punch MX-FX15; Fax Kit Includes: 2,500 BLK copies/mo.; Overages @ $0.0070 ea. 1,500 CLR copies/mo.; Overages @ $0.0500 ea. Includes: Delivery, Installation, Training, Parts, Labor, Toner, and Staples			$256.27
	State of Texas DIR 48 Month Lease		**Monthly Total**	**$256.27**

SHARP ELECTRONICS CORPORATION
STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O SHARP Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	04/09/21
Quote No: WCS CC C48	

Customer Name/Invoice Address:	Delivery Address:
Williamson County Sheriff's Office	Williamson County Sheriff's Office - Cold Case
508 Rock St.	508 Rock Street
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name	Peggy Braun	Phone:	512.943.1316
		E-Mail:	pbraun@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL
Dealer Authorized Signature MDLeonard 04/09/21		Installing Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL

Item	Description	QTY		Cost/Mo.
1	**Sharp MX-4071; 40 ppm COLOR Digital Copier** **w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE25N; Stand w/ (1) addt'l 550 Sheet Paper Drawers MX-TU16; Center Exit Tray Includes: 1,000 BLK copies/mo.; Overages @ $0.0085 ea. 750 CLR copies/mo.; Overages @ $0.0500 ea. Includes: Delivery, Installation, Training, Parts, Labor, and Toner			$163.58
	State of Texas DIR 48 Month Lease		**Monthly Total**	**$163.58**

SHARP ELECTRONICS CORPORATION
STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O SHARP Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	04/09/21
Quote No: WCS HQM C48	

Customer Name/Invoice Address:	Delivery Address:
Williamson County Sheriff's Office	Williamson County Sheriff's Office - HQ Main
508 Rock St.	508 Rock St.
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name	Peggy Braun	Phone:	512.943.1316
		E-Mail:	pbraun@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Dealer Authorized Signature MDLeonard 04/09/21		Installing Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	QTY		Cost/Mo.
1	**Sharp MX-3571; 35 ppm COLOR Digital Copier** **w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE27N; Stand w/ (3) addt'l 550 Sheet Paper Drawers MX-FN27N; Inner Finisher MX-PN14B; # Hole Punch MX-FX15; Fax Kit Includes: 3,500 BLK copies/mo.; Overages @ $0.0085 ea. 4,500 CLR copies/mo.; Overages @ $0.0500 ea. Includes: Delivery, Installation, Training, Parts, Labor, Toner, and Staples			$393.36
	State of Texas DIR 48 Month Lease		**Monthly Total**	**$393.36**

SHARP ELECTRONICS CORPORATION
STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O SHARP Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	04/09/21
Quote No: WCS W B48	

Customer Name/Invoice Address:	Delivery Address:
Williamson County Sheriff's Office	Williamson County Sheriff's Office - Warrants
508 Rock St.	508 Rock Street
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name	Peggy Braun	Phone:	512.943.1316
		E-Mail:	pbraun@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Dealer Authorized Signature MDLeonard 04/09/21		Installing Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	QTY		Cost/Mo.
1	**Sharp MX-M4071; 40 ppm Digital Copier** **w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE25N; Stand w/ (1) addt'l 550 Sheet Paper Drawers MX-TU16; Center Exit Tray MX-FX15; Fax Kit Includes: 10,000 BLK copies/mo.; Overages @ $0.0070 ea. Includes: Delivery, Installation, Training, Parts, Labor, and Toner			$162.42
	State of Texas DIR 48 Month Lease		**Monthly Total**	**$162.42**

SHARP ELECTRONICS CORPORATION
STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O SHARP Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	04/09/21
Quote No: WCS I B48	

Customer Name/Invoice Address:	Delivery Address:
Williamson County Sheriff's Office	Williamson County Sheriff's Office - Impound
508 Rock St.	3151 SE Inner Loop, #B
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name	Peggy Braun	Phone:	512.943.1316
		E-Mail:	pbraun@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Dealer Authorized Signature M Leonard 04/09/21		Installing Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	QTY		Cost/Mo.
1	**Sharp MX-M3571; 35 ppm Digital Copier** **w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE25N; Stand w/ (1) addt'l 550 Sheet Paper Drawers MX-TU16; Center Exit Tray Includes: 600 BLK copies/mo.; Overages @ $0.0070 ea. Includes: Delivery, Installation, Training, Parts, Labor, and Toner			$85.87
	State of Texas DIR 48 Month Lease		**Monthly Total**	**$85.87**

SHARP ELECTRONICS CORPORATION
STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O SHARP Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	04/09/21
Quote No: WCS HQHR B48	

Customer Name/Invoice Address:	Delivery Address:
Williamson County Sheriff's Office	Williamson County Sheriff's Office - HQHR
508 Rock St.	508 Rock St.
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name	Peggy Braun	Phone:	512.943.1316
		E-Mail:	pbraun@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Dealer Authorized Signature MSeanal 04/09/21		Installing Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	QTY		Cost/Mo.
1	**Sharp MX-M4071; 40 ppm Digital Copier** **w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE25N; Stand w/ (1) addt'l 550 Sheet Paper Drawers MX-TU16; Center Exit Tray Includes: 2,500 BLK copies/mo.; Overages @ $0.0070 ea. Includes: Delivery, Installation, Training, Parts, Labor, and Toner			$101.82
	State of Texas DIR 48 Month Lease		**Monthly Total**	**$101.82**

Commissioners Court - Regular Session **23.**

Meeting Date: 09/14/2021

Award IFB #T4520 Lease of 227 Acres Agricultural Land at Blackland Heritage County Park

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #T4520 Lease of 227 Acres Agricultural Land at Blackland Heritage County Park to Randall Fischer for two (2) years at $26,105.00 per year and authorize the execution of the Lease Agreement.

Background

The Purchasing Department received 2 submittals for IFB #T4520 for the Lease of 227 Acres Agricultural Land at Blackland Heritage County Park. Randall Fischer submitted the highest price for the lease The initial lease term shall be for two (2) years commencing on October 1, 2021. The annual rent amount during the initial term is $26,105.00. Three (3) one-year renewals are available for the contract. The point of contact is Russell Fishbeck. The funding source: Revenue - P316.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lease Agreement

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 09:16 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 09:32 AM
Form Started By: Johnny Grimaldo		Started On: 09/08/2021 03:39 PM
Final Approval Date: 09/09/2021		

FARM LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and Randall Fischer, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately Two Hundred Twenty Seven (227) acres, more or less, situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: LEASE TERM; EXTENSION TERM(S)

A. Initial Term. The Initial Term of the Lease shall be two (2) years and will commence on October 1, 2021 and will terminate on September 30, 2023, unless sooner terminated in accordance with the Farm Lease ("Initial Term").

B. Extension Term(s). On or before the termination date of the Initial Term or any current Extension Term of the Farm Lease, the Lessor, acting by and through the Williamson County Commissioners Court, reserves the right, at its sole discretion, to extend the Lease for up to three (3) additional one (1) year terms as it deems in the best interest of Williamson County; provided that the Lessee also wishes to extend the Lease. The Extension Term, if any, shall begin on the expiration of the Initial Term or the then current Extension Term of this Lease, as applicable. All terms, covenants, and provisions of this Lease shall apply to any such Extension Term(s). The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of sixty (60) months.

ARTICLE 2: RENT; PAYMENT OF RENT

A. Annual Rent During Initial Term. Lessee agrees to pay to Lessor annually as rent for the Premises during the Initial Term the annual sum of $26,105.00 (approximately 227 acres at $115.00 per acre).

B. Rent Adjustment For Extension Term(s). Following the Initial Term, the annual rent for each Extension Term will be adjusted on the first day of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the annual rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the index number for most recently released index before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

C. The payment of the rental amounts during each Lease Period of the Term shall be paid in two (2) separate and equal installments, with the first installment being due on or before May 31st and the second installment being due on or before September 30th.

D. All rental payments must be made payable to Williamson County and be hand delivered or mailed to Williamson County Parks & Recreation Department, ATTN: Parks Director, 219 Perry Mayfield, Leander, TX 78641.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for the purpose of cattle grazing and pecan harvesting and that Lessee shall only have

farming rights to the Premises and shall not have any rights to farm such adjoining acreage.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the Term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the Premises and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the Term of this Lease .

B. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so.

C. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

D. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the Term of this Lease .

E. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

F. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

G. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the Term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. **INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE PREMISES OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.**

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease , at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least $1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease , at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: BREACHES BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in breach and Lessor may:

A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or

B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due

and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or

C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10th) day after such notice is given and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any breach, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the breach is cured, without being liable for damages.

ARTICLE 11: BREACHES BY LESSOR

Breaches by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its breach within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause and for convenience, upon giving three hundred sixty five (365) day's written notice to the other party. Upon the termination of this Lease by Lessee for convenience and without cause, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all remaining rental amounts that may be due hereunder for the Lease period in which Lessee terminates in. In the event that Lessor exercises its right to terminate this Lease for convenience and without cause, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of the Lease Period in which Lessor terminates in.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the Term of this Lease , in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any breach by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the Term of this Lease. If during the Term of this Lease , the Premises are sold by Lessor to a third party, this Lease shall terminate three hundred sixty five (365) days from the date in which Lessor gives Lessee notice that the Premises has been sold and Lessee shall vacate the Premises.

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR

WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: CONDEMNATION

If during the Term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: SOIL TEST

During the last month of the First Lease Period of the Lease Term, the Williamson County Parks Department may, at its discretion, obtain a Soil Test. The results of a Soil Test will be discussed with Lessee and Lessee must employ necessary agronomic and conservation techniques to improve the Premises. In the event Lessee fails to employ necessary agronomic and conservation techniques to improve the Premises, such failure will constitute a breach hereunder and Lessor may exercise its rights under Article 10. Furthermore, any failure of Lessee to employ necessary agronomic and conservation techniques to improve the Premises will, to the extent allowed by law, be considered by Lessor in relation to any future lease offerings of the Premises should Lessee submit a bid, proposal or offer to lease the Premises.

ARTICLE 20: MISCELLANEOUS PROVISIONS

A. **Gender, Number and Headings.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. **Place of Performance.** This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. **Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

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

E. **Governmental Immunity.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor 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.

F. **No Assignment or Lease by Lessee.** Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. **No Indemnification by Lessor.** Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

H. **NOTICES.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR:	Williamson County Judge (or successor) 301 S.E. Inner Loop, Ste. 109 Georgetown, Texas 78626
With copy to:	Williamson County Parks & Recreation Department ATTN: Parks Director 219 Perry Mayfield Leander, TX 78641
LESSEE:	At the address listed on the signature page below.

I. **Compliance with All Statutes and Regulations.** Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. **Entire Agreement.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee

relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED this 27 day of August, 2021.

Lessor:

Williamson County, Texas

By: _____
Bill Gravell, Jr.,
Williamson County Judge

Lessee:

By: Randall Fisher

Printed Name: Randall Fischer

Title: CFO/Owner

Address:

1057 Doves Landing Ct
Salado Tx 76571

Telephone: (512) 269 3827
Fax: (512) _____

Exhibit "A"

Being approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas. The said 227 acres, which is referenced in this Farm Lease as being the "Premises", is further depicted in the aerial photograph below.

OFFICE MEMORANDUM

Date: September 7, 2021

COORDINATION — ROUTING			
Div.	Name	Initial	Date

To: Johnny Grimaldo, Sr. Purchasing Coord.

From: Russell Fishbeck, Parks Director Russell Fishbeck

Subject: Lease 227 Acres agricultural land located east of Jonah, TX
Blackland Heritage County Park

Re: Invitation for Bids
Number: T4520

Return To:

On July 7, 2021, Purchasing Department staff opened two (2) proposals that were submitted in response to the Invitation for Bids to lease acreage for Agricultural Crop production on approximately 227 acres of Blackland Heritage County Park (located off of State Highway 29, near Jonah, Texas.)

Respondents were asked to submit:

- a monetary annual rental amount per acre;
- three (3) references;
- a list of contracts where similar responsibilities and goods and/or serves have been required and/or performed;
- a list of contracts that have been cancelled or terminated; and
- a conflict of interest statement.

The Williamson County Parks Department evaluated the respondent submitting the highest rent amount to ensure receipt of all necessary completed forms and required information. Mr. Randall Fischer met the stated minimum requirements with his submission.

The following individuals submitted monetary rental amounts with their bids, and are ranked accordingly:

Name	Annual Rent during initial term	Ranking
Randall Fischer	$26,105.00	1
Ross Emory Stromberg, Jr.	$24,289.00	2

After reference checks and consideration of all related information, the Parks Department recommends contract award and Farm Lease to Mr. Randall Fischer, the overall highest bidder.

Commissioners Court - Regular Session **24.**

Meeting Date: 09/14/2021

Contract Renewal with Rippner Tennis; Contract #1707-172, Renewal #2 for Tennis Pro Manager

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of contract 1707-172, renewal option period 2, for the same pricing, terms and conditions as the existing contract for Tennis Pro Manager at Southwest Williamson County Regional Park for the term of October 1, 2021 - September 30, 2022 with Rippner Tennis.

Background

This is the second and final renewal option available for the contract with Rippner Tennis. This is a revenue contract so there is no funding associated with this agreement extension. The agreement requires Rippner Tennis to collect associate fees from users and remit to the County a percent of those revenues on a monthly basis. The department point of contact is Russell Fishbeck, Sr. Director of Parks.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1707-172 renewal 2 for Tennis Pro Manager

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 07:02 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:16 AM
Form Started By: Dianne West		Started On: 09/02/2021 02:44 PM
Final Approval Date: 09/09/2021		

EXTENSION AGREEMENT
TENNIS PRO MANAGER
SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK
(Solicitation #1707-172)

County: Williamson County, Texas, a political subdivision of the State of Texas

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Vendor: Rippner Tennis, LLC

Vendor's Mailing Address:

2400 Sutherland Street
Austin, Texas 78746

Agreement Subject of this Extension Agreement:

Resulting contract from award for Tennis Pro Manager - Southwest Williamson County Regional Park Solicitation #1707-172 for an initial contract period of October 1, 2017, through September 30, 2020 ("Contract").

Agreement to Extend Agreement:

Pursuant to the terms of the Contract, the parties may mutually agree to extend the initial contract period for up to two (2) separate one (1) year extended terms. Vendor and County hereby agree to extend the Contract for the last of the two additional one (1) year term commencing effective October 1, 2021 and ending on midnight of September 30, 2022 ("Extended Term").

Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term and any extended term thereafter.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Extension Agreement to be effective as of the 1st day of October, 2021.

VENDOR:

Rippner Tennis, LLC

By:

Printed Name: Aubrie Rippner

Representative
Capacity: President

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr.,
Williamson County Judge

Commissioners Court - Regular Session **25.**

Meeting Date: 09/14/2021

Investment Advisory Services with Hilltop Securities Asset Management, LLC

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of Investment Advisory Services contract with Hilltop Securities Asset Management, LLC, f/k/a First Southwest Asset Management, Inc. (covering the term of September 7, 2021 - September 6, 2025) and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4); and authorize the execution of the agreement.

Background

This is a new contract, exempted under Professional Services, that has been updated and amended from its earlier form for an extended term and with fee structure changes. It includes an asset-based annual fee of two (2) basis points (approx.1/50 th of 1%) on the first $250 million, and one (1) basis point on any balances above $250 million, billed in quarterly increments, calculated on the average asset balance during the period, but does not include Wells Fargo bank balances, CARES funds, or ARPA funds (see agreement language). The term reflects a four-year (4) initial term plus one, two-year (2) renewal. This is a budgeted expense each year under line item number 01.0100.0409.004100. The point of contact is the County Treasurer, Scott Heselmeyer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Investment Advisory Services with Hilltop Securities Asset Management, LLC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2021 04:28 PM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:05 AM
Form Started By: Dianne West		Started On: 08/26/2021 10:20 AM
Final Approval Date: 09/09/2021		

AGREEMENT
FOR
INVESTMENT ADVISORY SERVICES
BY AND BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
HILLTOP SECURITIES ASSET MANAGEMENT, LLC

This Investment Advisory Agreement (the "**Agreement**") is made by and between Williamson County, Texas (the "**Investor**") and Hilltop Securities Asset Management, LLC ("**HSAM**"). This agreement shall be effective as of the date of its acceptance by the Investor as indicated on the signature page hereof.

I. Terms and Conditions

This Agreement sets forth the terms and conditions governing the relationship of the Investor to HSAM with respect to securities and money which the Investor holds, from time to time, and which are available for investment or reinvestment (the '**Portfolio**"). This Agreement shall apply to any and all investable funds and securities in the Investor's Portfolio during the period in which this Agreement shall be in effect.

II. Investment Advisory Services

A. **Services.** With respect to the Portfolio, HSAM will endeavor to provide investment advisory services and cause to be executed such trades as determined in accordance with Section II. B below. HSAM agrees to provide professional services and its facilities and to direct and coordinate all programs of investing as may be considered and authorized by the Investor and to assume and pay those expenses incurred by HSAM in connection with the execution of investment decisions. Specifically, HSAM agrees to perform the following duties:

1. Review Investor's investment policy for compliance with state statutes, and provide formal review letter with any recommended changes;

2. Review the Investor's cash flow projections;

3. Recommend appropriate strategies based upon cash flow requirements;

4. Advise the Investor on current market conditions and other general information;

5. Analyze risk/return relationships between various investment alternatives;

6. Attend meetings of the governing body of the Investor, its staff, representatives, or committees as requested by the Investor, when the subject of investments is to be discussed;

7. Assist in the selection of investment securities and, as directed by the Investor, cause the transactions to be executed;

8. Advise on the investment of the Portfolio in a manner consistent with the Investment Policy, the proceedings of the Investor authorizing the investment of the bond funds and applicable state and federal rules and regulations;

9. Promptly send (or cause to be sent) trade confirmations to the Investor; and

10. Assist the Investor in creating monthly, quarterly and annual investment reports as required by written investment policy, stated procedures and / or state law as well as additional reports as requested by the Investor.

B. **Scope of Investment Decisions.** In performing the services listed in Section II. A above, HSAM shall not have discretionary authority and, accordingly, shall obtain approval from the Investor for the purchase or sale of securities prior to execution. The Investor hereby represents and acknowledges that its written investment policy and investment strategy includes its investment objectives and all portfolio limitations and restrictions, including, without limitation, acceptable levels of investment risk. The Investor also agrees to notify HSAM in writing ten business days in advance of the implementation of any changes in the Investor's investment objectives, investment limitations, and/or financial condition.

C. **Standard of Care.** In the administration of its duties, HSAM shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, not for speculation, but for investment, considering, with regard to the entire Portfolio rather than any particular investment or security, the probable safety of capital and the probable income to be derived.

D. **Settlement of Securities.** The purchase of individual securities shall be executed "delivery versus payment" (DVP) through the Investor's safekeeping agent. By so doing, Investor's funds will be released when and if the Investor has received, through the safekeeping agent, the designated securities purchased.

E. **Hold Harmless.** To the extent authorized under Texas law, the Investor hereby agrees to indemnify and hold harmless HSAM, as well as any of its officers, directors, shareholders, affiliates, general partners, employees, agents and trustees, from (i) charges incurred by HSAM on the Investor's behalf and (ii) for any and all market losses arising with respect to the Portfolio.

F. **Return on the Portfolio.** The Investor expressly affirms and acknowledges that HSAM has not promised or guaranteed any stated or specified return on, or performance of, the Investor's investment portfolio.

III. Representations

A. HSAM represents that it is registered as an investment advisor under the Investment Advisers Act of 1940 (the "**Advisers Act**") and is authorized and empowered to enter into this Agreement.

B. The Investor represents and confirms that (1) the Investor has full power and authority to enter into this agreement; (2) the terms hereof do not violate any obligation by which the Investor is bound, whether arising by contract, operation of law, or otherwise; and (3) this Agreement has been duly authorized and will be binding on Investor according to its terms.

C. The Investor agrees to:

1. Provide HSAM with the schedule of estimated cash flow requirements related to the Portfolio, and promptly notify HSAM as to any changes in such estimated cash flow schedule;

2. Provide HSAM, not less than monthly, with all relevant custodian, safekeeping and bank statements relating to all of the Portfolio; and

3. Allow HSAM to rely upon all information regarding schedules or other information pertaining to the Portfolio as provided to it by the Investor as being true and accurate. HSAM shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information and HSAM will not undertake to authenticate any such information.

D. The Investor recognizes that there may be loss or depreciation of the current liquidation, immediate and ongoing value of any investment due to the fluctuation of market values. The Investor represents that no party to this Agreement has made any guarantee, either oral or written, that the Investor's investment objectives will be achieved. HSAM shall not be liable for any error in judgment and/or for

any investment losses in the Portfolio in the absence of willful malfeasance, gross negligence, or violation of applicable law. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the Investor may have under applicable state or federal law including without limitation, the state and federal securities laws.

E. Investor represents and acknowledges that Investor has reviewed and understands the risk factors and fees associated with the Portfolio.

IV. Fees and Costs of HSAM

As consideration for the services provided by HSAM under this Agreement, HSAM will be entitled to a fee (the "**Advisor Fee**") determined in accordance with the schedule set forth in the fee schedule ("**Schedule A**"), a copy of which is attached hereto, is incorporated herein for all purposes and is being delivered to the Investor simultaneously with the execution, and as an integral part, of this Agreement. The obligation of HSAM to pay or incur expenses shall not include any costs incident to litigation, mandamus action, regulatory investigation, test case or other similar legal actions.

V. Reporting and Account Statements

HSAM will deliver or cause to be delivered to the Investor confirmation of transactions and/or periodic statements for the Portfolio as set forth in this Agreement. HSAM will also provide the Investor with an annual valuation of the Investor's Portfolio and any additional statements that may be required by applicable law, including the reporting provisions of the Public Funds Investment Act, or other applicable state law, with respect to transactions effected under this Agreement.

VI. Other Services

The investment advisory services provided hereunder by HSAM to the Investor are exclusive of any other services that HSAM may provide to the Investor.

VII. Execution of Investment Transactions

A. **Affiliated Broker.** HSAM is affiliated through common ownership and control with Hilltop Securities ("**Hilltop**"), a registered broker/dealer with the Financial Industry Regulatory Authority. ("**FINRA**"), the U.S. Securities and Exchange Commission ("**SEC**"), and various state and territorial regulatory authorities. Investor hereby authorizes HSAM to effect transactions for the Portfolio by execution through Hilltop. Where transactions are effected through Hilltop, Hilltop may act on an agency or principal basis to the extent permitted by law. Pursuant to Rule 206(3) of the Advisers Act, HSAM will obtain the Investor's consent on each investment transaction to allow Hilltop to act as a principal in acquiring a security to facilitate a trade. Fees for advisory services will be billed separately in accordance with the terms of this Agreement.

B. **Bundling of Investment Transactions.** Transactions for each Investor account generally will be effected independently unless HSAM decides to purchase or sell the same securities for several Investors at approximately the same time. HSAM may (but is not obligated to) combine or "batch" such orders to obtain best execution. Under this procedure, transactions will be averaged as to price and will be allocated among HSAM investors included in the "batch" group in proportion to the purchase and sale orders placed for each Investor in batch transactions.

VIII. Selection of Brokers

The Investor agrees that when HSAM effects or places orders for the execution of transactions for the Portfolio (other than situations where the Investor specifically instructs otherwise in writing), HSAM may allocate such transactions to such brokers and dealers for execution on such markets, at such prices as in the judgment of HSAM will be in the best interests of the Investor, taking into consideration, in the selection of such brokers and dealers, the available prices and rates of brokerage commissions and other relevant factors, without having

to demonstrate that such factors are of a direct benefit to the Investor. Subject to the foregoing, HSAM will arrange for the execution of securities transactions for the Portfolio through brokers or dealers that HSAM reasonably believes will provide best execution.

IX. Non-Exclusive Relationship

The Investor hereby acknowledges that HSAM's services under this Agreement are nonexclusive, and that HSAM shall be free to render the same or similar services to other Investors. The Investor further acknowledges that HSAM's advice is specific to each individual Investor's investment objectives, limitations and financial condition. Therefore HSAM, in the performance of its investment advisory duties, may give advice to, and take action on behalf of, other Investors that may differ from the advice given, or the timing and nature of the action taken, with respect to the Investor's Portfolio. Nothing in this Agreement shall be deemed to impose upon HSAM any obligation to purchase or sell, or to recommend for purchase or sale for the Investor's Portfolio, any security that HSAM or its affiliates may purchase or sell, for their own account or for the accounts of any other Investor if, at the sole discretion of HSAM, it is for any reason undesirable or impractical to take such action or make such recommendation for the Investor's Portfolio. The Investor also acknowledges that HSAM has varying fee structures and arrangements with other investors and may charge their investors different fees, which may be higher or lower than the fees charged with respect to the Investor's Portfolio for similar services.

X. Instructions from the Investor

HSAM may rely on all instructions (whether oral or written) given by the Investor or its agents that HSAM believes to be genuine. HSAM's records of such a transaction will be conclusive as to the content of any instruction. Instructions may be given to HSAM by any officer or agent authorized by (1) the investment policy; (2) a duly executed "Authorization to Trade Public Funds" form provided by HSAM; or (3) a resolution of the governing body of Investor. HSAM may rely on such authorization until written notice to the contrary is delivered to HSAM by the Investor; and if the Investor does not deliver appropriate authorizing documentation, HSAM may accept instructions from any person reasonably believed by HSAM to be an officer of the Investor. To the extent authorized under Texas law, the Investor agrees to hold harmless, and to indemnify and defend, HSAM, as well as any of its officers, directors, shareholders, affiliates, general partners, employees, agents, and trustees, against any and all losses sustained by HSAM resulting from or by reason of any and all claims, liabilities, losses, damages, charges, costs, fees, and expenses (including, without limitation, attorney fees and costs, including fees of attorneys who may be HSAM employees or employees of HSAM's affiliates) arising out of or in connection with any action taken in reliance upon any instruction or inquiry believed genuine.

XI. Transactions Subject to Industry Regulations and Standards

All transactions shall be subject to the regulations of all applicable government authorities and self-regulatory agencies including, but not limited to, the constitutions and rules of the clearing agent, exchange, or market where executed. The Investor understands that HSAM is registered as an investment advisor under the Advisers Act, and as such is obligated to comply with all applicable laws and regulations, including those of the SEC and other regulatory and self-regulatory agencies, and agrees that HSAM shall not be liable to the Investor as a result of any action taken by HSAM to comply with any ruling, interpretation, or directive of such organizations. Further, Investor understands and agrees that HSAM will not accept any instructions from Investor which would require a violation of any such rules or regulations.

XII. Assignment

Neither HSAM nor the Investor may assign any of its rights, authorizations, or obligations under this Agreement without the prior written consent of the other party.

XIII. Term and Investor's Right of Cancellation

This Agreement shall become effective as of the date hereof and continue for a four-year (4) period after which time this contract may be renewed forone additional two-year (2) period upon approval by both parties. Either party may terminate this Agreement upon delivering to the other party 30 calendar days' prior written notice. In the event of termination, it is understood and agreed that only the amounts due to HSAM for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In addition, the parties hereto agree that upon termination of this Agreement HSAM shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

XIV. Custodial Arrangements

Custody of Portfolio assets will be maintained with a custodian selected by Investor and identified to HSAM (the "Custodian"). HSAM will not have custody of any assets in the Portfolio. Investor will be solely responsible for paying all fees or charges of the Custodian. Investor authorizes HSAM to give Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the Portfolio.

XV. Miscellaneous

A. **Notices to the Investor.** All written communication to the Investor shall be sent to the Investor's address set forth on the signature page hereof or as directed in writing to HSAM by the Investor. Any notice, statement, or other communication mailed to the Investor by HSAM in accordance with this section will be deemed to be given to the Investor personally on the date it is so mailed, whether or not it is actually received by the Investor.

B. **Notices to HSAM.** Any notice, statement, or other communication from the Investor to HSAM under this Agreement must be in written form and will be deemed to be given to HSAM upon actual receipt thereof by HSAM, whether such notice was mailed, personally delivered, or telecopied to:

Hilltop Securities Asset Management, LLC
2700 Via Fortuna, Suite 410
Austin, TX 78746
Attention: Scott McIntyre
Fax Number: (512) 481-2020

C. **Confidential Relationship.** All of the information and advice furnished by either party to the other under this Agreement, including their respective agents and employees, will be treated as strictly confidential by each party and will not be disclosed to third parties under any circumstances except as required by law.

D. **Limitations of Liability.** Federal and state securities laws impose liabilities under certain circumstances on persons who do not act in good faith and, therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that the Investor may have under federal and state securities laws.

E. **Indemnity.** To the extent authorized under Texas law, the Investor will indemnify HSAM for any loss, liability, or expense (including attorney's fees) which HSAM may incur as a result of, or arising from, any claims asserted by any third party with respect to the Portfolio or the services rendered by HSAM under this Agreement, except in cases of gross negligence or willful misconduct by HSAM in managing the Investor's Portfolio.

F. **Inconsistent Provisions; Agreements.** Any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

G. **Invalid Provisions.** If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any Court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions

and conditions shall not be affected, and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

H. **Waiver of Terms.** HSAM's failure to insist at any time upon strict compliance with any terms of this Agreement shall not constitute a waiver of any of HSAM's rights as described herein.

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

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

K. **Extraordinary Events.** Neither HSAM nor any of its officers, directors, shareholders, affiliates, general partners, employees, agents, or trustees shall be liable for losses caused directly or indirectly by government restrictions, exchange or market actions, suspensions of trading, wars, strikes, delays in the transmission of orders due to breakdown or failure of transmission or communication facilities, or any other causes beyond HSAM's reasonable control or anticipation.

L. **Written Disclosure Statement.** Simultaneously with the execution of this Agreement, HSAM has delivered to the Investor Part II of its Form ADV as filed with the SEC, or a similar disclosure document, as its brochure pursuant to Rule 204.3 of the Advisers Act. The Investor's execution of this Agreement shall be deemed acknowledgment of receipt thereof.

M. **Verification of Information.** The Investor represents and warrants to HSAM that all information furnished to HSAM in connection with the opening of the Portfolio (and all documents supplied by the Investor in this regard, including financial statements) are true, complete, and correct. HSAM is entitled to rely on this information until HSAM receives written notice of any change, which the Investor agrees to furnish promptly should any material changes occur.

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

O. **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 Investor 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 Investor 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 Investor'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.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE NEXT PAGE IS A SIGNATURE PAGE.]

By signing this Agreement, the undersigned Investor acknowledges receipt of a copy of this Agreement, including Schedule A.

WILLIAMSON COUNTY, TEXAS

_____ _____

Signature of Investor Date

_____

Print Name

_____

Capacity of Signatory

_____

Address

_____

_____

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

Scott M _____ 8/26/21

Signature of Officer Date

Scott McIntyre

Print Name

Managing Director

Capacity of Signatory

SCHEDULE A

FEE SCHEDULE AND EXPENSE ITEMS

As compensation for HSAM's professional services, the Investor agrees to an asset-based annual fee of two (2) basis points (approx.1/50th of 1%) on the first $250 million, and one (1) basis point on any balances above $250 million, billed in quarterly increments, calculated on the average asset balance during the period,.

"Assets" as used in calculating fees, shall mean the book value of all funds held by Investor in "Authorized Investments" as set forth in the Williamson County Investment Policy (Defined in Section VIII.1 of the Williamson County Investment Policy dated January 2021, as that policy may be amended during the term of this agreement), provided, however, that "assets" shall not include: (1) any amounts held in depository accounts at Investor's depository bank (currently Wells Fargo), (2) repurchase agreements, and (3) any CARES or ARPA funds held by Investor, regardless of where those funds are held.

Fees will be charged quarterly and shall be calculated using the formula set forth above, based on the average of month-ending asset balances during the quarter, and divided by four. The following chart reflects how such fee would have been calculated using actual balances for the Investor's second fiscal quarter of 2021.

WILLIAMSON COUNTYINVESTMENT ADVISORY CHARGES CALCULATION - FY 2020-21; QUARTER 2

	Jan-21	Feb-21	Mar-21
Ending Book Value	$ 962,434,873.30	$ 896,603,666.67	$ 864,110,403.02
LESS BOOK VALUE OF WELLS FARGO BALANCES			
Gen Fund Liquid Cash	$ 5,488,310.00	$ 5,026,598.00	$ 5,339,501.00
Gen Fund Liquid Sweep	$ 32,232,820.60	$ 14,718,768.66	$ 5,057,424.71
LESS BOOK VALUE OF CARES AND ARPA BALANCES			
CARES	$ 34,375,393.64	$ 32,901,736.28	$ 30,881,862.93
ARPA	$ -	$ -	$ -
Net Book Value	$ 890,338,349.06	$ 843,956,563.73	$ 822,831,614.38

Average Net Book Value for Quarter	$ 852,375,509.06
Amounts Up to	$ 250,000,000.00
Quarterly Rate = 0.02%/4	
Charge =	$ 12,500.00
Amount over $250,000,000 =	$ 602,375,509.06
Quarterly Rate = 0.01%/4	
Charge =	$ 15,059.39
TOTAL CHARGE =	**$ 27,559.39**

The above fee includes all costs associated with investment management. Safekeeping and banking fees will remain the responsibility of the Investor.

There are no initial setup fees, withdrawal or termination fees.

In the event that the Investor instructs Hilltop Securities or HSAM to invest bond proceeds into a flexible repurchase agreement, the winner bidder, not the Investor, will pay Hilltop Securities a fully disclosed bidding agent fee. *Repo balances will then be excluded from the quarterly fee calculations.*

Commissioners Court - Regular Session **26.**

Meeting Date: 09/14/2021

RFQ Number: 21RFSQ18, RFQ Williamson County and Cities Health District Program Evaluation and Transition Recommendations

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Williamson County and Cities Health District Program Evaluation and Transition Recommendations under RFQ 21RFSQ18.

Background

On behalf of the Williamson County and Cities Health District (WCCHD) the Purchasing Agent shall solicit Statements of Qualifications (SOQ) from qualified respondents to contract for the program evaluation of the WCCHD and to develop recommendations as to any modification or transition of provided services, including transition and implementation plan for the possible evolution from a public health district to another form of local public health organization. WCCHD seeks to contract with an individual or team who has demonstrated experience in consulting with public health districts and departments in Texas. A draft RFQ document is herein provided. The WCCHD has budgeted $60,000 for the consulting project. A funding letter is herein attached. Kathy Pierce is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCCHD RFQ Funding Letter

WCCHD Program Evaluation RFQ

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 09:33 AM
Form Started By: Joy Simonton		Started On: 09/08/2021 09:03 PM
Final Approval Date: 09/09/2021		

WCCHD Board of Health:

Kathy Pierce, Chair, Williamson County
Chris Copple, Cedar Park
David Morgan, Georgetown
Vacant, Hutto
Rick Beverlin, Leander/Liberty Hill
Laurie Hadley, Round Rock
Jeffrey Jenkins, Taylor
Ed Tydings, Williamson County

Derrick L. Neal, M.P.A., Executive Director

September 08, 2021

Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

RE: Request for Qualification (RFQ) for Williamson County and Cities Health District Services Evaluation

At the Williamson County and Cities Health District (WCCHD) Board of Health (BOH) meeting, held on Wednesday, September 01, 2021, the BOH discussed and voted regarding a review of WCCHD services and contracts. The BOH discussed and approved the release of a consultant RFQ with the support of the Williamson County Purchasing Department and allocated $60,000.00 for the expenses related to the consultant / independent review.

This letter serves as a written guarantee that the BOH has allocated sufficient funds in WCCHD's FY21 and FY22 budgets to pay for any contract awards related to the above requested RFQ.

The BOH requests the assistance of the Williamson County Purchasing Department to advertise and assist the WCCHD with the RFQ process.

Respectfully,

Derrick L. Neal
Executive Director

Enc. Request for Qualification

RFQ No. XX-XXX
Commodity Codes:918-06/918-46/918-75/918-78/918-83/918-90/946-20
MONTH & YEAR

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
PROGRAM EVALUATION AND TRANSITION RECOMMENDATIONS

PART I
PURPOSE AND SCOPE OF WORK

1. **PURPOSE**: The Williamson County and Cities Health District, herein "WCCHD" is soliciting Statements of Qualifications (SOQ) from qualified respondents to contract for the program evaluation of the WCCHD and to develop recommendations as to any modification or transition of provided services, including transition and implementation plan for the possible evolution from a public health district to another form of local public health organization. WCCHD seeks to contract with an individual or team who has demonstrated experience in consulting with public health districts and departments in Texas.

2. **BACKGROUND:** Williamson County is located in Central Texas north of Austin and is one of the fastest growing counties in the country with a population now exceeding 617,000 residents according to the US Census Bureau. In 1989, the Williamson County and Cities Health District (WCCHD), a public health district, was established via a cooperative agreement between the governing bodies of the cities of Cedar Park, Georgetown, Round Rock, Taylor, and the Williamson County Commissioners Court. The cooperative agreement was updated in 1992. In 2007, the cities of Liberty Hill and Hutto joined the WCCHD, and in 2013 the City of Leander joined (all collectively referred to a "member governments"). The cooperative agreement was again amended and restated in 2021.

   The fundamental mission of the WCCHD is to provide essential public health services to member governments' constituencies in accordance with Texas Health and Safety Code Title 2, Subtitle F, Chapter 121. Prior to 1989, constituent services were provided by a county operated health department, at which time services were reorganized under the WCCHD. The WCCHD employs 102 full time equivalents (FTEs), and its current annual operating budget is estimated to be $10.4 million. WCCHD organizational tasks and information can be found at: https://www.wcchd.org.

3. **ATTACHMENTS:** Attachments A through D are herein made a part of this solicitation:

   A. WCCHD Amended and Restated Cooperative Agreement

   B. Member Governments' MOU regarding WCCHD

   C. 2020-2022 WCCHD Strategic Plan

   D. WCCHD 2020 Service Report

4. **RESPONDENT REQUIREMENTS**: Respondents shall be firms, corporations, individuals or partnerships normally engaged in the consulting process for health districts and departments. Additionally:

   A. Respondents shall have experience evaluating organization processes and creating transitional plans;

   B. Respondents shall demonstrate in their response their knowledge and understating of the issues facing the WCCHD and how those issues may affect any transitional plans.

   C. Respondents shall include at least one Project Manager with a minimum of five (5) years' experience in providing specified services.

5. **SCOPE OF WORK**: The successful respondent shall perform the following tasks in association with the resulting contract:

A. **District Program Evaluation**- Provide WCCHD program evaluation services that shall include but are not limited to:

i. Determine which currently provided services that are required by statute or other authority to be provided by the WCCHD;
ii. Collect data to be used to accurately assess performance against appropriately stated goals, objectives, and outcomes adopted by the WCCHD;
iii. Provide an accurate measurement of performance by the WCCHD against essential public health services requirements stated under Texas Health and Safety Code, Title 2, Subtitle F, Chapter 121;
iv. Measure performance of the WCCHD against similar peer programs within the State of Texas.

B. **Transition and Implementation Planning Recommendations (TIPR)**- Regardless of the results of the health district program evaluation, the respondent is required to present a TIPR to transfer business requirements and responsibilities to other forms of local public health organization. The TIPR shall include, but not be limited to the following:

i. Development of the organization's Mission, Vision, and Values.
ii. Identify formal and informal organizational mandates.
iii. Compile relevant program information through the collection of environmental data. This may include, but is not limited to, annual health reports, community perceptions regarding health needs and demographic information, policy and legislative scans, and health market analyses.
iv. Identify strategic priorities to address, such as facility use and staffing integration.
v. Complete a Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis.
vi. Develop the strategic transition and implementation plan for the organization.
vii. Establish the process for health program implementation, monitoring, and evaluation.

C. WCCHD expects the selected Respondent to commit its primary project manager, as proposed in their Statement of Qualifications (SOQ), to the duration of the Contract without further delegation or substitution over the course of the contract, unless specifically approved by the WCCHD point of contact

D. Provide WCCHD with a single point of contact for all inquiries related to the resulting Contract.

6. DELIVERABLES AND REPORT REQUIREMENTS: Deliverables for this Contract shall include:

A. A comprehensive report of the health district program evaluation including, but not limited to, identifying metrics used in the evaluation, assessment of compliance, non-compliance, items of concern, comparison factors and results, etc.

B. A complete formal evaluation of the governance and management structure of the WCCHD, with a report that determines an effective governance structure for current and future operations of WCCHD, needed to provide the best quality public health services to the residents of Williamson County, and provide a transition and implementation plan to successfully shift from the WCCHD to another form of local public health organization, if recommended.

C. Presentation of the above report to stakeholders as needed up to and including all member governments.

7. WCCHD RESPONSIBILITIES: The WCCHD shall:

A. Provide the Contractor with a WCCHD point of contact for the purposes of information collection and disclosure from the WCCHD.

B. Communicate as requested with the Contractor

C. Communicate as requested with member governments

D. Cooperate with Contractor and member governments in providing information needed to achieve the objectives of this agreement

8. **SOLICITATION AND AWARD SCHEDULE**: It is the County's intention to comply with the following solicitation timeline.

A.	Solicitation released	**week of September 20, 2021**
B.	Deadline for questions	**October 7, 2021**
C.	County responses to all questions or addendums	**October 14, 2021**
D.	Responses for solicitation due at or before **3:00 PM**	**October 21, 2021**
E.	Oral presentations	**TBD**
F.	Contract award target	**November 15, 2021**

9. **PROJECT SCHEDULE**: The WCCHD seeks completion of the assessment and TIPR with a presentation to the WCCHD Board of Directors no later than April 2022.

PART II
STATEMENT OF QUALIFICATIONS PREPARATION INSTRUCTIONS AND EVALUATION FACTORS

1. **PROPOSAL ACCEPTANCE PERIOD:** All SOQ submittals are valid for a period of ninety (90) calendar days subsequent to the RFQ closing date unless a longer acceptance period is offered in the response.

2. **PROPRIETARY INFORMATION:** All material submitted becomes public property and is subject to the Texas Open Records Act upon receipt. If a respondent does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The WCCHD will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

3. **EXCEPTIONS:** Be advised that exceptions to any portion of the solicitation may jeopardize acceptance of the proposal by the WCCHD. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the respondent's submittal.

4. **SUBMITTAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFQ, or any oral presentation required to supplement and/or clarify a proposal which may be required by the WCCHD shall be the sole responsibility of the respondent.

5. **SUBMITTAL RESPONSE:** Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses be submitted in a professional, bound format that best contains all required documentation for submission.

6. **RESPONSE FORMAT:** Prefacing the SOQ response, the respondent shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the submittal. The submittal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:

   A. Tab 1- Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

   B. Tab 2 - System Concept and Solution: Define in detail your understanding of the requirements presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.

   C. Tab 3 - Program: Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate**:**

      i. A description of your work program by tasks. Detail the steps you will take in proceeding from award of the Contract to the final reports. **Include an estimated timeline for completion of each of the deliverables.**
      ii. Identify the technical factors that will be considered in section above, and the depth to which each will be treated.

iii. The degree of definition provided in each technical element of your plan.
iv. The points at which written, deliverable reports will be provided.
v. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.

D. Tab 4 - Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with WCCHD project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

E. Tab 5 - Prior Experience: Describe only relevant municipal, corporate, and individual business analysis and program evaluation experience for personnel who will be actively engaged in the project. Include individual and corporate experience with transition and implementation planning recommendations utilizing strategic planning methodologies. Do not include corporate experience unless personnel assigned to this project actively participated. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.

F. Tab 6 - Personnel: Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.

G. Tab 7- Authorized Negotiator: Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

H. Tab 8 – Attachments and Addendum: include any supporting documentation

7. EVALUATION CRITERIA: The intent of the WCCHD is to award to one Respondent in accordance with the evaluation criteria below.

Evaluation Criteria:	Weights:
• Respondent's Solution, Approach, & Timeline (Tabs 2 & 3)	40 pts
• Prior Relevant Work Experience (Tab 5)	30 pts
• Personnel Qualifications of Assigned Individuals (Tab 6)	30 pts
Maximum Weight:	100 pts
• References	Acceptable/Unacceptable

A. An evaluation committee has been established to evaluate the responses. The evaluation committee may determine that discussions are necessary to clarify or verify a written response. Evaluation committee members are: Three appointed Officers of the WCCHD Board of Directors. Staff member(s) assigned by the Executive Director shall serve as liaisons to the committee, but will not participate in respondent scoring.

B. Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the respondent the opportunity to ensure a mutual understanding of the services to be provided and the approach to be used.

C. The WCCHD reserves the right to reject any or all proposals submitted, or to award to the respondent who in the WCCHD's opinion, offers the best value to the WCCHD. The WCCHD also reserves the right to cancel the RFQ process and pursue alternate methods for providing the requirements.

D. The WCCHD reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.

E. The WCCHD reserves the right to request further documentation or information and to discuss proposal response with any respondent in order to answer questions or to clarify any aspects of the proposal.

8. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

A. A submittal presented in response to this RFQ is subject to the negotiation of a fair price for services and final scope of work that is acceptable to the WCCHD and the member governments. The WCCHD reserves the right to negotiate any issue with any party. Any unsolicited communication by the respondent to a WCCHD or member government official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending respondent from consideration of award.

B. If negotiations are successful, the WCCHD and respondent may enter into an agreement.

C. If negotiations are unsuccessful, the WCCHD may formally end negotiations with that respondent. The WCCHD may then:

i. Select the next most highly qualified respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that respondent.

ii. The WCCHD shall continue this process until an agreement is entered into or all negotiations are terminated.

D. The WCCHD also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.

E. An independent signed authorized contract will be sent to the successful Respondent. Execution of a WCCHD contract is required prior to starting work and processing any payments to the awarded Respondent.

9. POST AWARD MEETING: The WCCHD and the successful respondent may schedule a post award meeting to discuss, but not be limited to, the following:

A. Provide contact(s) information for implementation of the Agreement.

B. Identify specific milestones, goals, and strategies to meet objectives.

Commissioners Court - Regular Session **27.**

Meeting Date: 09/14/2021

Annual Purchasing Exemption for Vehicle and Equipment Repairs

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the annual request to exempt from competitive bidding/proposal requirements, pursuant to Tex.Loc. Gov't Code Section 262.024(11) ("vehicle and equipment repairs") (i.e. those not covered by insurance coverage and that are paid for from county funds) for FY21/22 based on criteria and definitions provided by the Williamson County Purchasing Agent.

Background

Section 262.024.(a)(11) of the Texas Local Government Code provides an exemption from normal bidding requirements for “Vehicle and Equipment Repairs”. If annually approved in Commissioners Court, this exemption will be administered using the following definitions in order to better clarify which items may be excluded as part of the exemption (see details on attached document):

1.Definitions for “Vehicle and Equipment Repairs” required for the maintenance and repairs of Williamson County Vehicles and Equipment:1.“PARTS” is defined as “Any County purchased replacement item required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status.”
2.“REPAIR SERVICES” is defined as “Any service, other than those paid for under automobile insurance policies, required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status.”
3.“VEHICLES” is defined as “Motorized equipment not operating on rails. (including cars, trucks, motorcycles, ATV’s. etc.)”
4.“EQUIPMENT” is defined as “An instrument that is typically mobile and not stationary, needed for undertaking or to perform a particular service” (including Heavy Machinery Equipment, Generators, Portable Water Pumps, Mowers, Chain Saws, etc.)” The basic intent of this definition would include items that could be daily rented from a local industrial equipment rental center.

This process was reviewed in 2016 by Legal, Purchasing and Fleet and will remain in effect if re-approved. This exemption must be approved annually by the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

exemption policy

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 08:02 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:26 AM
Form Started By: Kerstin Hancock		Started On: 09/08/2021 08:45 AM
Final Approval Date: 09/09/2021		

WILLIAMSON COUNTY
1848

Purchasing Department

Vehicle and Equipment Repairs Exemption

Revised September 2021

Section 262.024 (a) (11) of the Texas Local Government Code provides an exemption from normal bidding requirements for "Vehicle and Equipment Repairs". If annually approved in Commissioners Court, this exemption will be administered using the following definitions in order to better clarify which items may be excluded as part of the exemption.

1. Definitions for "Vehicle and Equipment Repairs" required for the maintenance and repairs of Williamson County Vehicles and Equipment:
    a. **"PARTS"** is defined as "Any County purchased replacement item required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status."
    b. **"REPAIR SERVICES"** is defined as "Any service, other than those paid for under automobile insurance policies, required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status."
    c. **"VEHICLES"** is defined as "Motorized equipment not operating on rails. (Including cars, trucks, motorcycles, ATV's. etc.)"
    d. **"EQUIPMENT"** is defined as "An instrument that is typically mobile and not stationary, needed for undertaking or to perform a particular service" (including Heavy Machinery Equipment, Generators, Portable Water Pumps, Mowers, Chain Saws, etc.)" **The basic intent of this definition would include items that could be daily rented from a local industrial equipment rental center.**

These items will no longer be included in commodity totals and will be exempted from the $50K bidding threshold. However, this does not negate the responsibility of the county to ensure that high dollar and high usage items & repairs are sourced primarily using Co-Op and Interlocal agreements, OR competitively shopped to ensure "best value" is achieved.

In addition, any contracts required for the procurement of either goods or services covered under this exemption must still be reviewed by the following departments: (1) Purchasing, (2) Contract Audit and (3) Legal; before being submitted to Commissioners Court for approval.

WILLIAMSON COUNTY PURCHASING
100 Wilco Way, Suite P101
Georgetown, Texas 78626
512.943.1555 Fax 512.943.1575
Joy.simonton@wilco.org

2. What about these items? Do they qualify under the exemption?
    a. Are the purchase of vehicles and equipment exempted?

        No. This exemption is for the ***maintenance and repair*** of county vehicles and equipment and does not include either the original purchase, or installation of accessories.

    b. Brand specific items (Caterpillar, Vermeer, Ford, Chevrolet, etc.):

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    c. Oils, grease, other lubricants, and fluids:

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    d. Tires and tubes:

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    e. Towing (of vehicles and equipment back to Wilco or another repair yard):

        This would qualify as a repair service under this exemption since the service is needed "to return the Vehicles or Equipment back to its fully operational status". This type of towing would be exempted to "get our equipment home" and does not include towing of a car to be impounded by the Sheriff's Office since it is not property owned by the County OR being returned to fully operational status.

    f. Facility related parts and /or repairs (HVAC, Elevators, Appliances, etc.):

        These would NOT qualify for exemption. The spirit of the exemption provided in the code does not indicate that it intended for items that are facility related.

WILLIAMSON COUNTY PURCHASING
100 Wilco Way, Suite P101
Georgetown, Texas 78626
512.943.1555 Fax 512.943.1575
Joy.simonton@wilco.org

Commissioners Court - Regular Session **28.**

Meeting Date: 09/14/2021

Annual Asset Inventory Agreement RCI

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Services Contract for Fixed Asset Management Program and Software (BuyBoard Contract #579-19) between Williamson County and RCI Technologies, Inc. for the amount of $48,000.00 plus additional service component for digital photographs of key equipment in the amount of $95/hour and $1/asset photographed (for an estimated $1000.00) and authorizing execution of the contract.

Background

RCI Technologies Inc. has conducted the annual Fixed Asset inventory for Williamson County since 2018. This proposal includes an update of on-site inventory of capital assets, cost research and delivery of a functional database, as well as an added service for digital photographs to catalogue unique assets. The added expense for the photographs is to assist the EOC team and staff in identifying and discussing unique equipment in an emergency situation. This includes placing a bar code label on each item which has been added since the February 2021 inventory. Each item will be recorded as an individual record, citing description, manufacturer, model, serial number, bar code number, old tag number (if tied to a viable database), building and room location. Funding was approved for the FY 22 budget in line item 01.0100.0494.004100. Inventory will be scheduled for Spring 2021 to allow for reporting by July 1, 2022 as required by Texas Local Government Code 262.011 (i).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RCI proposal

digital photo services

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/08/2021 04:21 PM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:31 AM
Form Started By: Kerstin Hancock		Started On: 09/08/2021 03:06 PM
Final Approval Date: 09/09/2021		

February 25, 2021

Joy Simonton
Williamson County
710 Main Street
Georgetown, TX 78626

SCAN AND TAG UPDATE
FIXED ASSET MANAGEMENT PROGRAM

Dear Ms. Simonton,

RCI offers an Annual Update for our Fixed Asset Management Program (FAMP).

SCAN AND TAG UPDATE

RCI will send a team of specialists to your facilities and place bar codes on all items with a value of $500.00 or more that do not have an existing bar code tag. We will record the new bar coded information (bar code number, description, manufacturer, model, serial number, location, etc.) and enter it into the Fixed Asset Management Program. Our specialists will scan all new and previously bar coded items. This scanned information will be up-loaded into our software, which compares the existing database to the newly scanned data. This allows the system to identify items that were not found during the inventory and/or were not properly entered into the database.

As we proceed through the annual update, the project coordinator will conduct an on-going daily reconciliation to locate items initially showing up as "items not scanned." This effort will reduce the majority of "common-sense" omissions caused by locked doors, items missed in the scanning process, etc. We include the RCI reconciliation in your pricing proposal and it will reduce the number of assets that will require additional research upon completion of the project. Please note that remaining items in the "items not scanned" report will need to be researched by your staff.

Sincerely,

Linda LaField

Linda LaField
Account Manager

ACCEPTANCE OF FIXED ASSET ANNUAL UPDATE

WILLIAMSON COUNTY

GEORGETOWN, TX

PROPOSAL DATED: FEBRUARY 25, 2021

The cost of the annual update will be as follows:

[ ] Scan and Tag Update @ $48,000.00

RCI will require a payment of $33,600.00 at the end of the on-site portion of the project with the remainder due upon the delivery of the updated software program.

BUYBOARD CONTRACT NO. 579-19 Technology Equipment, Products, Services and Software

Organization Name Williamson County State TX

Your Name _____ Title _____

Acceptance Signature _____ Date _____

Phone Number _____ Purchase Order # _____

E-mail Address joy.simonton@wilco.org

March 16, 2021

Dear Ms. Simonton,

Please accept this proposal for RCI to create a listing of Williamson County's unique vehicles to include digital photography. This service is being offered at the request of the County as an additional service to our Fixed Asset Inventory. RCI's physical asset inventory services have been provided under a separate contract.

RCI will provide the digital photographs of the unique vehicles on external USB media. Digital photos will not be accessible from the FAMP 11.1 program and will only be accessible on the external media provided. All digital photo files will be in a consistent file format and will be named with the Asset Number to which it corresponds.

The project cost is based on **$95.00 per hour** for labor and **$1.00 per asset photographed**. We estimate the project will take approximately 8 hours. We will charge only for the actual hours needed. ($95.00 x 8 hours = $760.00 + $1.00 per asset photographed)

Thank you,

Linda LaField

Linda LaField
Account Manager

Organization Name Williamson County State Texas

Your Name _____ Title _____

Acceptance Signature _____ Date _____

Email Address _____ Purchase Order # _____

Commissioners Court - Regular Session **29.**

Meeting Date: 09/14/2021

MCCi Laserfiche Agreement

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement between Williamson County and MCCi for additional users for software licensing for Laserfiche Rio Records Management for a total of $19,687.50 with an annual software support amount of $3,375.00, pursuant to the BuyBoard Contract #625-20, and authorizing the execution of this agreement.

Background

The approval of this agreement will benefit the Williamson County IT Department with additional users added for Laserfiche records management and annual software support. Laserfishe is the platform for coutywide document imaging, document management and records archiving. The attached agreement has detailed information regarding the purchase. The department point of contact is Alison Gleason. The line item expenditure is 01.0100.0503.003011. The department point of contact is Alison Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MCCI redacted agreement with IT

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 06:54 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:13 AM
Form Started By: Mary Watson		Started On: 08/31/2021 09:00 AM
Final Approval Date: 09/09/2021		

PRICING: LASERFICHE

Complete and return to:
salesoperations@mccinnovations.com

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill/ Ship to: Inky Chandler-Mertz
ichandler@wilco.org
cc AP Contact: ichandler@wilco.org

Client Name: Williamson County
Order Number: [redacted]
Order Type: Expansion

Quote Date: August 27, 2021

Product Description:	*Qty.*	*Unit Cost*	*BuyBoard #625-20*	*Total*
CONTENT SERVICES SOFTWARE LICENSING FOR RIO				
☑ Laserfiche Rio Records Management Edition Named Full User (200-499 Users) (Legacy)	25	$660.00	$613.80	$15,345.00
☑ Laserfiche Rio Forms Professional (200-499 Users) (Legacy)	25	$60.00	$55.80	$1,395.00
☑ Laserfiche Rio Connector (200-499 Users) (Legacy)	25	$30.00	$27.90	$697.50
Laserfiche Software Subtotal				***$17,437.50***

GRAND TOTAL - ONE-TIME SOFTWARE	***$17,437.50***

Product Description:	*Qty.*	*Unit Cost*	*BuyBoard #625-20*	*Annual Total*
LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC				
☑ Laserfiche Rio Records Management Edition Named Full User (200-499 Users) (Legacy)	25	$132.00	$118.80	$2,970.00
☑ Laserfiche Rio Forms Professional (200-499 Users) (Legacy)	25	$12.00	$10.80	$270.00
☑ Laserfiche Rio Connector (200-499 Users) (Legacy)	25	$6.00	$5.40	$135.00
Laserfiche Annual Recurring Software Support Subtotal				***$3,375.00***

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	***$3,375.00***

For budgetary purposes, the Client should include $3,375.00 annually for renewal of the items above. If you subscribe to MCCi's Training Center or SLA, additional user licenses may increase its cost at the time of your next annual renewal. Sales tax will be invoiced where applicable and is not included above.

☑ ***Laserfiche Recurring Annual Support Proration for 8 Months*** ($1,125.00)

TOTAL LASERFICHE COST	***$19,687.50***

All Order Pricing Expires in 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal and will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ **Initial Sale:** Upon delivery of software or activation of the subscription. ▪ **Annual Renewal:** 75 days in advance of expiration date.

MCCi shall not send any invoices, nor claim payment, for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be included where applicable and is NOT included in the Pricing section.

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

RETURN POLICY

Any product returns are reliant on Manufacturer's return policy.

LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

LASERFICHE END USER LICENSE AGREEMENT (EULA)

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche EULA, which can be found at https://www.laserfiche.com/eula/home/.

- By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE ASSURANCE PLAN (LSAP)

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed.

ACTIVE LSAP BENEFITS INCLUDE:

- Easy access to our team of Laserfiche Gold Certified Support Technicians
- Remote desktop support through GoToMeeting
- Free Laserfiche version downloads
- Access to continued education through Webinars, User Groups, and Seminars
- Continued access to your Subscription environment (if applicable)
- 100% upgrade credit* for your existing software (in the event of a platform upgrade)

  Excludes moves to Subscription or Cloud

LASERFICHE LATE PAYMENT POLICY

- If payment is not received before your Renewal Date, your Laserfiche support expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- If your on-premises support expires, your access to the Laserfiche website and Laserfiche technicians will no longer be available until payment is received.
- If your Subscription (if applicable) support expires, your access to Laserfiche will be turned off after 30 days and your access to the Laserfiche website, and Laserfiche technicians will no longer be available until payment is received.
- If your support expiration is just due to a late payment, you will still be able to access MCCi Support Technicians for 30 days.
  - However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until your support is renewed.

REINSTATEMENT FEES

- After your support has been expired for 30 days, Laserfiche will move your renewal date and will apply reinstatement fees.
  - Fees = 10% of Annual LSAP Total multiplied by the number of expired months

POLICIES

- All maintenance/subscriptions are prepaid and non-refundable.
- One year of LSAP must be purchased for all new products.
- For new systems:
  - The support date is set 30 days after MCCi submits software order to Laserfiche.
- *For platform* upgrades *to Avante or Rio:*
  - The support date is set immediately upon MCCi submitting software order to Laserfiche.
  - Remaining months of LSAP can be applied toward the new purchase.

- To receive any available software credit for existing platform software at the time of the upgrade, the Client's LSAP must be active (i.e., support/maintenance has not expired).
- *For product upgrades:*
  - To receive any available software credit for existing platform software at the time of the upgrade, the Client's LSAP must be active (i.e., support/maintenance has not expired) and the support date is prorated to match Client's existing support date.
- *For moves from on-premises platforms to Subscription:*
  - Credits are not available when moving to Laserfiche Subscription licensing options from an alternative Laserfiche licensing model.
- *For additional software:* the support date is prorated to match Client's existing support date.
- *For Subscription licensing renewals:*
  - The support will automatically renew unless Laserfiche is notified of intent to cancel at least 30 days prior to the renewal date.
  - If your Laserfiche Subscription invoice remains outstanding 30 days after the renewal date, the entire Laserfiche system will be deactivated.
  - The Subscription renewal invoice will be sent 75 days prior to the anniversary date.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by the Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As your current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Solution Provider that can download software licenses and activations for you. Unless you decide to cancel your contract with MCCi or work with Laserfiche to formally change your Laserfiche Solution Provider of Record, future software purchases, upgrades, and support renewals will be processed and provided solely by MCCi.

LASERFICHE RIO SHARED SERVICES PROVISIONS

The Host Entity is the owner of the Laserfiche licensing and is registered as such with MCCi and Laserfiche corporate. For Laserfiche corporate licensing rules, there can only be one licensed entity per Laserfiche Rio platform. Licensing is non-transferrable. Additionally, the Host Entity is responsible for cost allocation among the other entities that are utilizing its Laserfiche Rio Platform and for being the main point of contact for support provided through MCCi. The account can only be renewed once all entities have paid for the full LSAP.

CLIENT SOLUTION CUSTOMIZATIONS

The Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to Laserfiche may affect any customizations made by the user. If MCCi's help is required to correct/update any customizations made by the Client, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, the Client must provide timely access to technical resources. The Client must provide adequate technical support for all MCCi installation and support services. If the Client does not have "in-house" technical support, it is the Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

SIGNATURE PAGE

MCCi, LLC

By: Victor D'Aurio

Name: Victor D'Aurio

Title: Chief Operating Officer

Date: 8.31.2021

WILLIAMSON COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Commissioners Court - Regular Session **30.**

Meeting Date: 09/14/2021

Freeit Data Solutions Agreement

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement between Williamson County and Freeit Data Solutions on a Time and Materials (T&M) basis to provide consulting, configuration expertise and implementation of the Azure Sentinel technology area. The estimated price for these services is $40,320.00, pursuant to the DIR contract #DIR-TSO-4229 valid through 8/23/22, and authorizing the execution of the agreement.

Background

The approval of this purchase will provide the Williamson County IT Department with professional services for Azure Sentinel configuration. Azure Sentinel is a cloud based system that aggregates data from all sources, including users, applications, servers, and devices running on-premises or in any cloud environment to provide connectivity to security platforms. The attached Statement of Work and agreement have more information regarding the details of the services provided. Initial cost of the T&M estimate is $40,320.00. The department contact is Jim Daniels. The line item expenditure is 01.0100.0503.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Freeit Delivery Services 9/14.21

Freeit Professional Services 9.14.21

County Addendum with Freeit 9.14.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 07:09 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:22 AM
Form Started By: Mary Watson		Started On: 09/07/2021 09:21 AM
Final Approval Date: 09/09/2021		

1 Project Specification

Title of Project:	Review and Remediate Azure Sentinel
Client Name:	Williamson County Texas
Client Contact:	Jim Daniels
Freeit Contact:	Leslie Spinks
Freeit Phone:	512-818-9650

2 Objective

Williamson County Texas ("Williamson County") would like to engage the services of Freeit Data Solutions ("Freeit") on a time and materials ("T&M") basis to assist with the following technologies:

Technology Area	Description

Azure Sentinel	Assist Williamson County with the implementation of Azure Sentinel which includes the following tasks:
	• Perform an assessment of the current Azure Sentinel environment.
	• Assist in the configuration of Azure Sentinel which includes:
	  ○ General Sentinel configurations
	  ○ Log collectors
	  ○ Log sources
	  ○ Sentinel workbooks
	  ○ Sentinel playbooks

Table 1: Technology Area Descriptions

Freeit would like to position its experience in these technologies, as well as its status as a Managed Microsoft Gold Partner, as evidence that it can be a trusted advisor to Williamson County to provide guidance, expertise, and implementation execution.

3 Responsibilities and Assumptions

3.1 Responsibilities of Freeit

- Provide experienced consultants for the engagement
- Mentor and cross-train Williamson County staff, where appropriate
- Provide summary about key objectives, hour consumption, timesheets, and status reports as applicable
- Return all documentation, hardware, software, and other materials to Williamson County at the completion of engagement

3.2 Responsibilities of Williamson County

- Provide necessary permissions to the Azure AD, Azure Sentinel, and (if applicable) on-premises environments
- Provide SME who can configure log settings on non-Microsoft systems
- Provide SME who can configure API settings for 3rd party systems
- Provide Linux server meeting the Microsoft specifications for installing Syslog and CEF log collector. A preference of either Ubuntu or CentOS/Red Hat Linux.
- Schedule work to provide adequate lead time to secure the proper Freeit resource(s)
- Designate Williamson County project sponsor, who will provide overall project direction, guidance, and high-level scope boundaries, as well as attend project checkpoint meetings
- Designate Williamson County primary contact and / or project manager, who will manage Williamson County project team members and resources, including any client tasks as outlined in the project schedule
- Provide project team members and other resources that are necessary to adhere to the project timeline
- Provide institutional knowledge and expertise for the existing platform and infrastructure
- Coordinate with assigned Freeit project lead to schedule Discovery Sessions, as required, to occur during the first week of the project
- Provide appropriate accounts and access for all resources prior to their start date
- Provide full access and permission level to resources for all technologies within scope
- Participate in required meetings necessary to accomplish the intended objectives of the effort
- Participate in project status and closeout meetings
- Responsible for procuring, installing, hosting, testing, deploying, monitoring, and maintaining all associated hardware and third-party software, including patches or upgrades as required
- Submit change controls for all environments, as necessary, in a timely manner
- Define and validate business and technical requirements, including license and hardware requirements
- Ensure timely response to functional and technical considerations
- Provide access to all hardware / software with proper licensing required to complete the above stated tasks
- Provide access to workspace required to complete the above stated tasks

3.3 General Assumptions

The project timeline, resource plan, and pricing are based on a continuous work effort from project kickoff to completion. Unexpected project delays or incorrect project assumptions may require a Project Change Request ("PCR") to realign the scope of the project.

Assumptions include, but are not limited to, the following statements for this project:

1. A maximum of three (3) workbooks will be created and implemented.
2. A maximum of two (2) playbooks will be created and implemented.
3. A maximum of two (2) 3rd party API connections will be configured.
4. Freeit consultants have administrative access to Azure Sentinel and Azure AD
5. All hardware, software, and cloud services required for the project will be the financial responsibility of Williamson County.
6. Any needed license quantities and recommendations may change based on analysis of the environment during the start of the effort.
7. Any third-party support costs, which includes but is not limited to: Microsoft tickets, contracts, or other means of support will be the financial responsibility of Williamson County.
8. Williamson County will provide any and all available technical schemas and documentation, equipment inventories and configurations, drawings and diagrams, and vendor information, or will provide accurate understanding and knowledge of the same related to all areas and technologies being assessed, reviewed, planned, or designed within scope.
9. Williamson County will permit full unattended admin access with the necessary account privileges to resources for all technologies within scope. If remote unattended access cannot be provided, the budget estimate for the project may increase by 20%.
10. Williamson County will allow or supply physical access to all computers, communications, and servers within scope.
11. Work could include on-site and off-site activity by Freeit resources to ensure project tasks are completed in a timely manner.
12. Normal business hours are 8 AM to 5 PM Central Monday through Friday.
13. Knowledgeable Williamson County resources will be made available to this project and will help meet the timelines as identified in the project plan. If meetings are not attended by Williamson County and if advanced notification is not given (4 hours minimum in advance) then the cancelled meetings will be deducted against the project's billable hours since resources were reserved for that time.
14. To help minimize resource requirements on the part of Williamson County, more detailed requirements for permissions, access, and workspace will be made available prior to starting the project.
15. Williamson County is responsible for communicating the project plan and all timelines and goals to Williamson County business units or facilities, as appropriate.
16. Freeit will use generally accepted project management techniques and processes throughout this project.
17. Informal knowledge transfer will be provided throughout the project. Informal knowledge transfer is defined as informal activities provided as your administrators, or contractors, are working side-by-side with Freeit during the project. No formal training materials will be developed or delivered as part of informal knowledge transfer.

4 Project Investment

4.1 Investment Summary

> **NOTE:**
>
> *Freeit will require a Partner Admin Link ("PAL") association be created in the client tenant for all Azure work. For PAL registration, the client agrees to use the Azure portal, PowerShell, or the Azure CLI to link to the Freeit Microsoft Partner ID (MPN ID #947811) to the client ID or service principal. Freeit will be linked the partner ID in each client tenant.*
>
> *For Fastrack benefit activation, Freeit will require a Claiming Partner of Record ("CPOR") association for all Microsoft M365 workloads. The client agrees to provide all necessary information to create this association, including Tenant ID and Cloud tenant domain (.onmicrosoft.com). Upon CPOR registration, the client will receive a DocuSign email to approve the association. Accepting the association is required to secure the CPOR claim.*

Project Investment Total:

Component	Pricing
Delivery Services	$40,320
Total Fixed Price	**$40,320**

Table 2: Investment Summary

4.2 Pricing Summary

Delivery services provided using the following rates:

Resource	Rate	Hours	Cost
Project Manager	$185	32	$5,920
Azure Sentinel Architect	$215	160	$34,400
Estimated Total		**192 Hours**	**$40,320**

Table 3: Delivery Services Pricing Summary

The total estimate of $40,320 is merely an *estimate* and does not represent a *fixed fee*. Neither the total estimated billable hours of 192 nor the total estimated service fees are intended to limit the bounds of what may be requested or required for performance of services. Freeit will provide a consumption report as part of the weekly status report.

Rates provided are for Freeit delivery services only, and do not include Cloud hosting, software licensing, or other fees.

This Agreement will expire on 12/31/2021 or when all hours are consumed, whichever occurs first.

4.3 Invoice Schedule

Williamson County will be invoiced as follows for services to be performed by Freeit:

Invoice #	Invoice Date	Total Hours	Price
1	*Upon Acceptance of Proposal*	192	$40,320
	Total	**192**	**$40,320**

Table 4: Invoice Schedule

> **Invoicing and Payment**
>
> ***Williamson County will be invoiced upon execution of agreement for the full amount above.***

4.4 Travel and Expenses

The project is to be delivered remotely, Freeit shall bear all its own expenses incurred in connection with the delivery services performed under this SOW.

4.5 Proposal Expiration

This proposal expires within 30 days or our written revocation of the proposal prior to 30 days. Please send signed documents to your Account Manager via email.

5 Proposal Acceptance

To proceed with the work as defined by this proposal, all parties must sign below acknowledging that they have read the entire document and agree to all terms as laid out within.

Freeit Data Solutions	**Williamson County Texas**
Signature:	Signature:
Print Name: Dulari von Christierson	Print Name:
Title: Director of Operations	Title:
Date: 09/07/2021	Date:

5.1 Invoicing Contact

Williamson County Texas

Attention:	Tammy McCulley
PO Number:	
Address:	301 SE Inner Loop, Ste 105
City / State / Zip:	Georgetown, TX 78626
AP Email Address:	tmcculley@wilco.org

6 Terms and Conditions

1. Payment Terms. Payment is due within thirty (30) days of invoice date. After this time period, interest accrues at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due until paid. We shall have a purchase money security interest in the products delivered by us to secure payment of the purchase price and any installation charges until they are paid in full by you. If invoice is not paid by you after 60 days, you authorize us to file all documents (including UCC financing statements) deemed necessary by us to protect and maintain our security interests.
2. Independent Contractor; Taxes. We will perform all services hereunder in our capacity as an independent contractor and not as an employee or agent of you. Our employees shall not be entitled to any privileges or benefits that you may provide to your employees, and we shall be responsible for payment of all unemployment, social security, federal income (state and local income where applicable) and other payroll taxes imposed by any governmental body on us in regard to our employees who are engaged in the performance of the services. Pricing set forth herein is exclusive of applicable sales, use and similar taxes assessed on the performance of any services. You agree to reimburse, indemnify, and hold us harmless from and against any such tax, penalty and interest thereon levied against us for the provision of services to you hereunder.
3. No Hiring. For the term of the project and for a period of one year thereafter, you agree not to hire, solicit or accept solicitation of, through employment or otherwise, directly or indirectly, any of our employees or independent contractors with whom you have had any contact during the project, unless you obtain our prior written consent. Should you hire an employee or independent contractor of ours through employment or otherwise within this time period without our prior written consent, you will immediately pay as liquidated damages to us an amount equal to the relevant person's then current annual compensation (or the amount paid to or on behalf of the person in the last 12 months, in the case of an independent contractor).
4. Warranty.
    A. We warrant and represent that the services will be performed in a skillful and workmanlike manner according to those standards generally prevailing among consultants performing similar services under similar circumstances. To the extent that we are not the manufacturer of any hardware or software products that you may purchase as a result of or relating to our Services, we do not provide any warranty on such products, whether with respect to their design, performance, functionality or compatibility with your existing system. Any warranty with respect to product must come from the manufacturer. Our product procurement distributor or we will pass through to you any applicable warranties of the manufacturer, to the extent permissible.
    B. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION, WE DISCLAIM ALL WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. Our Indemnity. We will indemnify, defend and hold you harmless from and against any claims, liabilities, losses, expenses or damages (collectively, "Damages") caused by the services performed or the work delivered by us under these terms infringing any copyright, trade secret or any other proprietary right of any third party. Excluded from such indemnification are any claims related to (i) services performed on equipment or software which you covenanted that we had the rights to modify as set forth in Section 7 below, (ii) services performed to your specification or design and (iii) infringement

resulting from or caused by your misuse or unauthorized modification of systems or product. We will also indemnify, defend and hold you harmless from and against any Damages resulting from our willful misconduct or negligent acts or omissions in performing the services which are the subject of these terms, except to the extent such Damages are caused by the willful misconduct or negligence of you, your employees or agents. Our obligation to indemnify and defend you with respect to any claim shall be subject to (i) your providing us with prompt notice of such claim, (ii) our having sole control over the defense and settlement thereof, (iii) your providing us with the information and assistance necessary to defend or settle such claim as reasonably requested by us, and (iv) the limitations on liability set forth in Section 6 below.

6. Limitations of Liability. WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR ITS USE OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. With the exception of indemnification for intellectual property infringement, your right to recover Damages from us in aggregate of all claims is limited to the amounts paid to us by you in the preceding twelve (12) months. You acknowledge that this limitation of liability is part of the consideration and was considered by us in establishing the prices and rates to be charged to you, which, but for this limitation, would have been higher.
7. Your Covenants. You covenant that: (i) you have the authority to agree to these terms and the funding necessary to pay for the requested services; (ii) you have title to or license or rights to use or modify any software or products which you have requested us to modify as part of such services; and (iii) you will provide us necessary access to your personnel, appropriate documentation and records and facilities in order for us to timely perform such services.
8. Requests for Changes. No change in the services provided hereunder will be performed until we receive a properly issued and executed Change Order; provided, however, that nothing herein will relieve you of the obligation to pay us for services rendered which were requested by you but are not documented in such a properly issued and executed Change Order or within the applicable scope of work.
9. Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of the project, be exposed to or acquire information that is proprietary or confidential to the other party. Each party agrees to hold such information in strict confidence and not to discuss or disclose any such information to any third party for a period of three years. The parties acknowledge that the provisions of this paragraph shall not apply to: (a) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (b) information which either party can show was in its possession at the time of disclosure or was independently developed by it; (c) information received from a third party which had the right to transmit same without violation of any secrecy agreement with the other party; and (d) information which is required to be disclosed pursuant to court order or by law.
10. Termination of Agreement. Either party may terminate our engagement at any time upon 30 days prior written notice. **Cancellation of any licensing or services with a fixed term or indicated as non-cancellable shall Incur a termination fee equal to 100% of the cost of the remainder of the term, payable to us in full upon the effective termination date.**
11. Entire Agreement; Amendment. These terms and the accompanying engagement letter sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms and may be amended only by an entry signed by both parties. There are no understandings, representations, or agreements other than those set forth herein.
12. Assignment. You may not assign any of the rights or obligations hereunder without our prior written consent.

13. Notices. Any notice or communication from one party to the other concerning the terms hereof shall be in writing and shall be sent by certified mail, return receipt requested and postage prepaid or by commercial overnight mail to the most recent address that either party has specified in writing to the other.
14. Governing Law. These terms shall be governed by and construed in accordance with the laws of the State of Delaware.
15. Force Majeure. Neither party shall be liable to the other for any failures or delays arising out of conditions beyond its reasonable control, including, without limitation, work stoppages, fire, civil disobedience, delays associated with product malfunction or availability, riots, rebellions, storms, electrical failures, delays caused by the other party, and acts of God and similar occurrences.
16. Waiver; Severability. Any waiver of any right or default shall be effective only in the instance given and if in writing and signed by the party against whom it is sought to be enforced and shall not operate as or imply a waiver of a similar right or default on any other occasion. If any term or provision hereof should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions hereof shall be unimpaired, and the invalid terms or provisions shall be replaced by such valid terms and provisions as come closest to the intention underlying the invalid term or provision.

Freeit™
DATA SOLUTIONS

Contract No: DIR-TSO-4229
TAX ID#: [redacted]
Term: NET 30
FOB: Origin

Williamson County
Jim Daniels
301 SE Inner Loop Suite 105
Georgetown, TX 78626
(512) 943-1485
jdaniels@wilco.org

Quote Number: [redacted]
Quote Date: 9/7/2021
Expiration Date: 10/7/2021

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spinks
(512) 818-9650 Leslie@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Freeit Professional Services				
Services				
192	FDS-PS-AZSNTNL-HR	Freeit Professional Services for Azure Sentinel - Per Hour - See SOW #87365v2 for full details	$210.00	$40,320.00

List Total:	$52,175.50
DIR Discounted Total:	$44,349.58
Shipping and Tax not applicable:	$0.00
Additional Discount:	($4,029.58)
Grand Total:	$40,320.00

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the terms and conditions and RMA policy located at www.freeitdata.com/policies and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM
FOR SERVICE AGREEMENT
TO REVIEW AND REMEDIATE
AZURE SENTINEL
(Freeit Data Solutions, Inc. –
DIR-TSO-4229)

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, and the Texas Transportation Code, the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Freeit Data Solutions, Inc.** (hereinafter "Freeit"). Customer agrees to engage Freeit 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. Freeit Delivery Services Agreement;
B. DIR-TSO-4229, including addenda; and
C. This Williamson County Addendum.

Due to the fact that this Agreement involves expenditures of public monies, any conflicting terms in the contract documents will be resolved with Williamson County's terms and conditions taking precedence.

II.

No Agency Relationship: It is understood and agreed that Service Provider shall

not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court.

III.

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

IV.

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

V.

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

VI.

Payment: Freeit will be compensated based on DIR-TSO-4229 pricing and as set forth in the Freeit Delivery Services Agreement.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions. The parties expressly understand that Williamson County does not consent to waiver of right to trial by jury or changes to any statute of limitations and does not agree to arbitration.

XI.

No Assignment: Neither party may assign this Contract.

XII.

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

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

WILLIAMSON COUNTY:	FREEIT DATA SOLUTIONS, INC.:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2021	Date:_____09/07, 2021

Commissioners Court - Regular Session **31.**

Meeting Date: 09/14/2021

Microsoft Enterprise Annual Services Agreement

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the annual agreement for Microsoft Enterprise Support Services contract renewal on DIR Contract #DIR-TSO-3781, for the term of November 1, 2021 – October 31, 2022, with Microsoft Corporation for the amount of $93,165.00.

Background

This service agreement supports the Williamson County IT Department's effort to maintain all Microsoft platforms used throughout the County. Microsoft Corporation offers Microsoft Master Services through the vendor contract U5228634 with the State of Texas Department of Information Services, DIR Contract #DIR-TSO-3781 fully executed and dated May 2, 2017. This services bundle provides system support through advisory, onsite and remote support, problem resolution, webcasts and other methods to assure Microsoft system functionality. The department point of contact is Jim Daniels. This item is in the FY22 budget under funding source: 01.0100.0503.004505 Software Maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Microsoft Enterprise Services Agreement FY22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 09:47 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 09:57 AM
Form Started By: Dianne West		Started On: 09/08/2021 01:55 PM
Final Approval Date: 09/09/2021		

Microsoft

Texas DIR
(Contract#DIR-TSO-3781)

Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only) Work Order Number	**T0002111-350353-430663**

This Work Order consists of the terms and conditions below, and the provisions of the **Microsoft Master Services Agreement reference U5228634, effective as of 5/2/2017 (the "Agreement"),** the provisions of the Support Services Description applicable to the Support Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer	**Microsoft Affiliate**
Name of Customer (please print) **County Of Williamson**	Name **Microsoft Corporation**
Signature	Signature Josh Stikeleather (Aug 30, 2021 16:59 EDT)
Name of person signing (please print)	Name of person signing (please print) Josh Stikeleather
Title of person signing (please print)	Title of person signing (please print) Digital Specialist
Signature date	Signature date (effective date) Aug 30, 2021
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)	

Customer invoice information		
Name of Customer County Of Williamson	Contact Name (Receives invoices under this Work Order) Jim Daniels	
Street Address Info Technology Srvs 301 SE Inner Loop-Suite 105	Contact E-Mail Address jdaniels@wilco.org	
City Georgetown	State/Province Texas	Phone 512-943-1485
Country United States	Postal Code 78626-8207	Fax

1. Support Services and Fees

1.1. Term.

Microsoft Enterprise Support Services shall be effective and will commence on **11/1/2021** or the last above Signature Date, whichever is later (the "Support Commencement Date") and shall expire twelve (12) months following the Support Commencement Date (the "Support Expiration Date"). This Work Order may be amended and the Period of Performance extended prior to the Support Expiration Date. In order for Microsoft to continue performing Services after the Support Expiration Date of this Work Order, Customer and Microsoft shall agree in writing to a new Work Order identifying the new terms upon which Customer and Microsoft agree.

1.2. Description of the Services.

Please refer to the current Support Services Description ("SSD") which will be incorporated by reference and is published by Microsoft from time to time at http://www.microsoft.com/en-us/microsoftservices/PubSec-support-services-description. The support services you purchase under this agreement may be updated from time to time and that update will supersede any services previously listed.

Services by Support Location

Advanced Support	US - SLG - Central	11/1/2021 - 10/31/2022
Quantity	Service	Service Type
Included	Advanced Advisory Support Hours As-needed	Advisory Services
1 ea	Advanced Built-in Proactive Services - Generic	Administrative
Included	Advanced Problem Resolution Hours As-needed	Problem Resolution Support
Included	Advanced Service Delivery Management	Service Delivery Management
1 ea	Cloud Success Plan Base	Cloud Success Plan Base
Included	On-demand Assessment	On-Demand Assessment
1 ea	On-Demand Assessment - Setup and Config Service	On-Demand Assessment Remote
Included	On-demand Education	On-Demand Education
Included	Online Support Portal	Administrative
100 ea	Reactive Enabled Contacts	Problem Resolution Support
Included	Webcasts As-Needed	Webcast
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support
25 ea	Proactive Credits	Proactive Credits

1.3. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date	Fee USD
Advanced Support	11/1/2021	$95,603.75
Advanced Support Add-on	11/1/2021	$4,476.25
Subtotal		$100,080.00
Software Assurance Benefits *		($6,915.00)
Total Fees (excluding taxes)		**$93,165.00**

Software Assurance Benefits

* Customer will transfer 5.00 Software Assurance PRS incidents to this support agreement as part of this support package.

The Software Assurance Benefits are subject to the terms of this document as well as the Product Terms, including, but not limited to, Appendix B of the Product Terms. Further details are also available at www.microsoft.com/licensing/licensing-programs/software-assurance-by-benefits, such as changes to the Problem Resolution Support benefit beginning in February 2022 that will affect support eligibility criteria, support allocations which may result in adjustments to equivalent incident value.

Billing Schedule	Billing Date	Fee USD
Payment	11/1/2021	$93,165.00
Total Fees (excluding taxes)		**$93,165.00**

Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released and generally available Microsoft products, and cloud services subscriptions by Customer in Appendix A.

1.4. Customer Named Contacts.

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator Jim Daniels		
Street Address 301 SE Inner Loop Ste 104		Contact E-Mail Address jdaniels@wilco.org
City Georgetown	State/Province Texas	Phone 512-943-1485
Country United States	Postal Code 78626-8207	Fax

Use, ownership, rights, and restrictions.

1.5. Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (http://www.microsoft.com/licensing/contracts or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

1.6. Fixes

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

1.7. Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

1.8. Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

1.9. Affiliates' rights.

"Affiliate" means any government agency, department, office, instrumentality, division, unit or other entity of Customer's state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within Customer's state jurisdiction and geographic boundaries; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

1.10. Restrictions on use.

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or

Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

1.11. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft contact name Kevin Maltby	
Phone	Contact e-mail address v-KMALTBY@microsoft.com

Appendix A

Below is a list of your declared licensed products and cloud services for which Microsoft will provide support services as defined within this document.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number
WILLIAMSON COUNTY CSCD	Select Plus	7118883
WILLIAMSON COUNTY	Enterprise 6	62421705
WILLIAMSON COUNTY	Select Plus	7118883

Commissioners Court - Regular Session **32.**

Meeting Date: 09/14/2021

Child Advocacy Center Addition (P530) Supplemental Agreement 1 to AR1-PSA1

Submitted By: Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Agreement No. 1 to First Amended and Restated Agreement for Design & Engineering Services with BLGY, Inc., for the Children's Advocacy Center Addition Project (P530). BLGY provided additional services for Revit Model Changes required during Post-VE Construction Budget Augmentation. Under Section 7 of First Amended and Restated Agreement, A/E can be compensated for additional services and charges up to $29,462. These services will be reimbursed for $18,906.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAC SA1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 10:32 AM
Form Started By: Wendy Danzoy		Started On: 09/09/2021 09:54 AM
Final Approval Date: 09/09/2021		

SUPPLEMENTAL AGREEMENT NO. 1
TO
FIRST AMENDED AND RESTATED AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Children's Advocacy Center Addition** ("Project")

ARCHITECT/ENGINEER: **BLGY, Inc.** ("A/E")
Benny L. Hawkins, AIA, President
8001 Centre Park Dr., Suite 150
Austin, Texas 78754

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

THIS SUPPLEMENTAL AGREEMENT NO. 1 to **First Amended and Restated Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **First Amended and Restated Agreement For Design and Engineering Services** being dated effective **August 4, 2021** ("Agreement");

WHEREAS, pursuant to **Article 13**, the terms of the Agreement may be modified by a written, fully executed Supplemental Agreement;

WHEREAS, the **Additional Services** under **Article 7** of the Agreement are limited to **Twenty-Nine Thousand, Four Hundred Sixty-Two Dollars ($29, 462);** and,

WHEREAS, it has become necessary to modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that:

A. Additional Services and Charges:

In accordance with Article 7 of the Agreement, A/E has performed Additional Services for which it shall be compensated **Eighteen Thousand and Ninety-Six Dollars ($18,906)**. The Additional Services subject of this Supplemental Agreement are set forth in **Attachment 1**, which is attached hereto and incorporated herein for all purposes.

B. EXHIBIT B – Fee Schedule/Hourly Rates:

A/E and County hereby agree to amend and supplant the existing Hourly Rate Schedules in the Agreement with the Hourly Rate Schedules in **Attachment 2**, which is attached hereto and incorporated herein for all purposes.

All other terms of the Agreement and any prior amendments thereto, if any, shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
BLGY, Inc.

By: _____
Signature

Sita Lakshminarayan
Printed Name

Vice President
Title

Date Signed: 09/09/21

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

ATTACHMENT 1

2204 Forbes Drive
Suite 101
Austin, TX 78754
512.977.0390 t
512.977.0838 f
www.blgy.com

July 26th, 2021

Mr. Trenton H. Jacobs, AIA
County Architect,
Williamson County Facilities
3101 SE Inner Loop,
Georgetown, Texas – 78626

RE: **Change Proposal for Revit Model Changes Required by Post- VE Construction Budget Augmentation and Marketing/Fundraising Exhibits for the CAC's events**
WILCO Children's Advocacy Center Addition
BLGY PROJECT: 22002

Dear Trent:

BLGY has encountered two recent scenarios requiring work outside the parameters of Basic Services Agreement with Williamson County for the Design and Construction of the Addition to the Williamson County Children's Advocacy Center. These changes are itemized and described below.

1. On 01-29-21, BLGY provided a 55% Document Set to Vaughn Construction for the purposes of pricing. Vaugh Construction shared with the County on 03-04-21 a cost estimate that proved to be significantly over budget. The CMAR's cost estimate, affected in no small measure by pandemic-induced material shortages, shipment issues, and further material procurement challenges from the Texas freeze that occurred earlier this year. Several meetings ensued between the County, Vaugh, BLGY and CAC to discuss Value Engineering opportunities to help bring the project within the assigned budget. Numerous scenarios discussed included donated sub-contracting (see email attached d/03-25-21, 03-31-21, 04-16-21 and 04-21-21), as the County was working through efforts to bring the CAC staff onboard with scope reduction and how it would affect the initial floor plan, versus the plan without Value Engineering reductions requiring shelled out areas. When the donated sub-contracting route explored did not provide any significant savings to the project, a cooperative process of Value Engineering occurred at the end of the Design Development Phase to enable the project to meet the County's budget and prepare the design team to move forward with production of Construction Documents. Subsequent to the preceding VE discussions and drawings changes, on 06-11-21, the County informed that it was able to secure federal funding to augment the CAC's Construction Budget and thereby help to bridge the gap caused by cost overages during the Pandemic (see email d/06-21-21). A meeting was called by the County on 07-01-21 with BLGY and Vaughn in attendance to discuss the impact of this funding on prior VE discussion and overall project scope/budget. To bring the documents back to the Pre-VE stage, the Revit model will have to be modified with changes that will affect the site plan, floor plan, roof plan, ceiling plans and details. Approximately 12 sheets will be affected by these changes. BLGY's proposed fee for this change is Eighteen Thousand Ninety Six

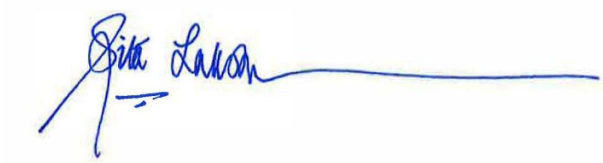
Dollars Only (**$18,096.00**). The attached fee schedule (Exhibit B) outlines personnel hours needed to complete these tasks.

2. BLGY provided exhibits to aid marketing and fundraising efforts by CAC Staff for the CAC addition. BLGY provided renderings, a video walkthrough and a PowerPoint slide presentation. BLGY's provided these services in good faith as a gift to the CAC and County, the value of this gift is Eight Thousand Eight Hundred Forty One Dollars Only (**$8, 841.00**). Since the fundraising route to significantly augment project construction funding has been abandoned, and significant extension in project schedule has caused profitability challenges, BLGY is requesting compensation for these services that were an enrichment to the project we can no longer quantify towards the intended original intent. See attached email Exhibit C and fee schedule Exhibit C outlining personnel hours needed to complete these tasks.

Please let me know if you need additional information or if you have further questions related to the preceding.

BLGY sincerely appreciates project restart and we look forward to the successful completion of this much-needed facility for the County.

Sincerely,



Sita Lakshminarayan, AIA, ALEP, LEED AP
Vice President
cc: Benny Hawkins - blhawkins@blgy.com

ATTACHMENT 2

WILCO CAC Additional Service for Post-VE Changes to the Design Documents

	WILCO CAC -

WILCO CAC - POST VE-CHANGES TO DOCUMENTS

LABOR COST	Personnel		Hourly Rate	Week Ending 07/22	Week Ending 07/29						
	Principal-in-Charge		222.85	2.5	2.5						
	Project Manager		192.61	14.0	35.0						
	CADD Tech		110.94	30.0	38.0						
	Subtotal Hours	122.0		46.5	75.5	0.0	0.0	0.0	0.0		
	Labor Dollars	$ 18,096.06		$ 6,581.87	$11,514.20	$ -	$ -	$ -	$ -	$ -	$ 18,096.06

Commissioners Court - Regular Session **33.**

Meeting Date: 09/14/2021

Master Service Agreement for HVAC Systems

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Master Service Agreement proposal between Williamson County and Carrier Corporation for HVAC Preventative Maintenance Services in the amount of $18,296.00 per year per the terms of the Buyboard contract #631-20 and authorizing the execution of this agreement.

Background

Per the attached quote, this allows Carrier Corporation to conduct quarterly inspections and annual preventative maintenance to the specified twelve (12) Air Cooled Chillers/HVAC units at the following locations: Cedar Park Annex, Williamson County Justice Center, Williamson County Jail and ESOC. Department Point of Contact is Christi Stromberg. Funding Sources for this service agreement include: 01.0100.0509.004500 - 01.0100.0509.004509 - 01.0100.0509.004510 - 01.0100.0509.005300.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement and Quotes

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 11:48 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:50 AM
Form Started By: Kim Chappius		Started On: 09/08/2021 01:31 PM
Final Approval Date: 09/09/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT
FOR
CHILLERS MAINTENENACE
AND
RELATED SERVICES
(Williamson County Justice Center, County Jail, Cedar Park Annex, ESOC)

(Carrier, BuyBoard #631-20)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Carrier Corporation (hereinafter "Service Provider")**, 11100 Metric Blvd, Suite #400, Austin, TX 78758. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

As described in the attached Statement of Work/Quote, dated July 10, 2021, which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this

Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall be for a period beginning on or after October 1, 2021 and shall expire on or before September 30, 2022. If applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $18,296.00.**

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

IV.

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

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

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

V.

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

A. As described in the attached Statement of Work Proposal/Quote, dated July 10, 2021, which is incorporated herein as if copied in full;

B. BuyBoard #631-20; and

C. Any required insurance certificates evidencing required coverages.

Due to the fact that this Agreement involves expenditures of public monies, any conflicting terms in the contract documents will be resolved with Williamson County's terms and conditions taking precedence.

VI.

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

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions. The parties expressly understand that Williamson County does not consent to waiver of right to trial by jury or changes to any statute of limitations and does not agree to arbitration.

XII.

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

XIII.

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

reasonable advance notice of intended audits.

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	David Keirn
Printed Name	Printed Name
Date: _____ ___, 2021	Date: September 8th, 2021

Exhibit(s)
Statement of Work/Quote #00528568, dated July 10, 2021,
and incorporated herein as if copied in full

Exhibit(s)
Statement of Work/Quote #00528568, dated July 10, 2021,
and incorporated herein as if copied in full

Carrier® Commercial Service HVAC Maintenance Plan

Standard

Prepared Fo

Williamson County Facilities Department

For Service At:

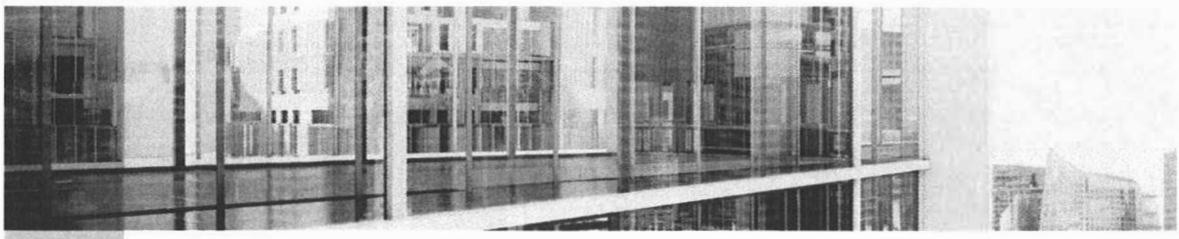
Williamson County Facilities Department

Multiple Sites

June 10, 2021

Over 100 years of innovation

carrier.com/service



Carrier® Commercial Service

Proposed Maintenance Plan

Mr.Solis,

Thank you for considering Carrier for your mechanical HVAC service. As a leading expert in the industry, we have carefully considered your unique needs in putting together this proposal. The specific details of this plan will be outlined in the following pages of this packet, but here is a summary for your convenience.

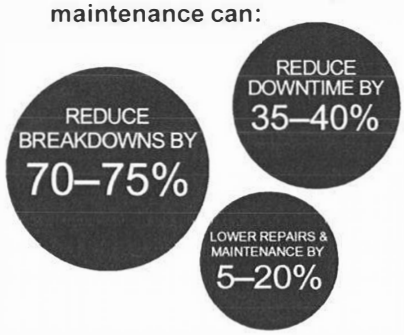
Service Plan Level:	Carrier Standard, BUYBOARD 631-20
Agreement Term:	October 1, 2021- September 30, 2022
Location Address:	Williamson County Jail, Williamson County Justice Center, Cedar Park Annex, ESOC

Equipment Summary:

Type	Quantity
Carrier 30RB	9
Carrier 30RA	1
Trane RTAC	2

Impact

Research has shown regular maintenance can:



Source FEMP O&M Guide – July 2004

Benefits

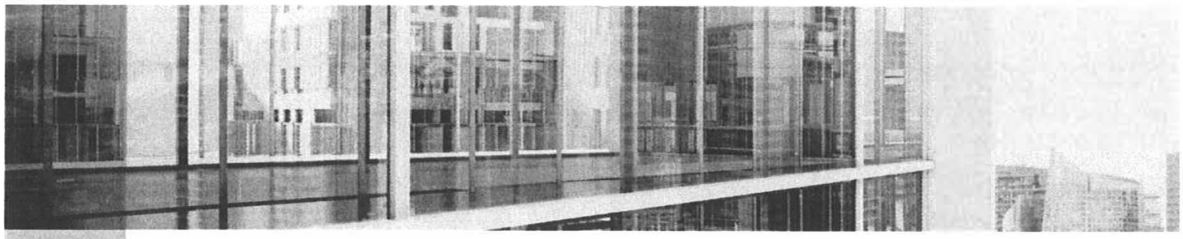
Safeguarding your equipment by choosing Carrier brings the security of having forged a true partnership with the HVAC industry's foremost servicing and technology leader. We have access to the most advanced technical service tools and engineering resources. By partnering with us we are confident you can experience many benefits such as:

- *Prolonged equipment life*
- *Maximum energy savings*
- *Increased comfort*
- *Lower operating costs*

If you require any additional information about the scope of work and details contained in this proposal, please do not hesitate to contact me. Again, Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Melissa House



Your Carrier® Team

We are pleased to provide you with a first-class team dedicated to meeting your scheduled and unscheduled service needs. Here is an introduction to the Carrier® team that will be serving you.

Name	Title	Email
Melissa House	Service Sales Rep	melissa.house@carrier.com
David Keim	Market Manager	david.m.keim@carrier.com

Our Commitment to You

Carrier Commercial Service commits to providing you the best service in the industry. Here are just a few of the ways we strive to earn the title of expert.

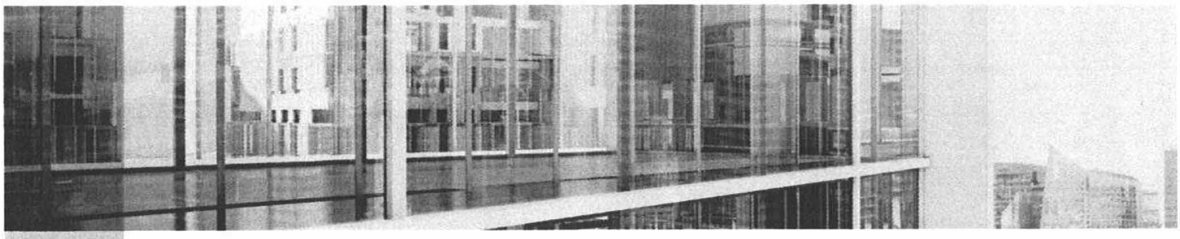
24/7 Support – We know your equipment has no predictable timetable. That is why we have teams of experts standing by to assist you at any hour of the day or night. **24/7 DISPATCH: 512-719-6400, Service Email: austin.ccssvc@carrier.com**

Certified Technicians – Our technicians are certified as Carrier Specialists or Masters – through our progressive Tech360 Certification Program – and thoroughly tested to our exacting standards.

Systems Expertise – At Carrier, we don't just change filters – we provide a complete spectrum of services to meet your diverse HVAC needs. Scheduled maintenance, emergency repairs, remote diagnostics and analytics, equipment replacement and modernization are just a few of the services we can provide. As the servicing entity of Carrier, we have access to the latest engineering advancements and the most advanced technical servicing tools.

Standard Work Procedures – Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, and no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices

Environmental Health and Safety (EH&S) – We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translates to safety on your job site.

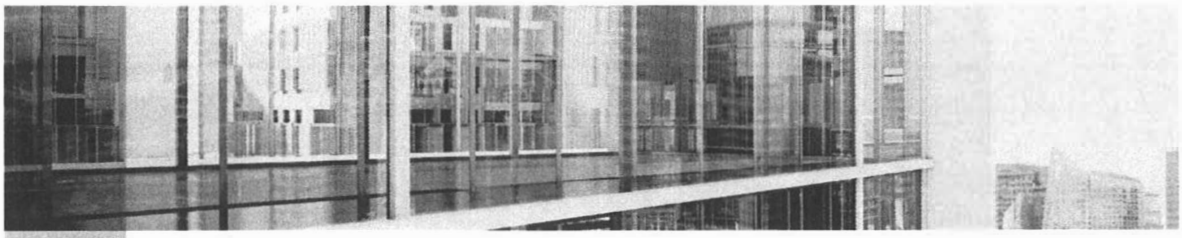


Equipment Summary

The following equipment is covered in the Carrier Standard HVAC maintenance plan.

- Please See Attachment B for Site Address's and Equipment Details

DESCRIPTION	MFR.	MODEL	SERIAL NUMBER	QUANTITY
Air Cooled Chiller	Carrier	30RB	Multiple	9
Air Cooled Chiller	Trane	RTAC	Multiple	2
Air Cooled Chiller	Carrier	30RA	2716Q84364	1



General Services Included

Operating Inspection

An Operating Inspection shall include specific tasks and recommended frequencies for each equipment type. Each inspection will be used to ensure a consistent and thorough review of the covered equipment. Parts, oil, lubricants and materials (refrigerant is a separate item herein) are included as required items to perform the Operating Inspection tasks/actions as indicated in the Service Agreement.

Annual Preventive Maintenance (PM)

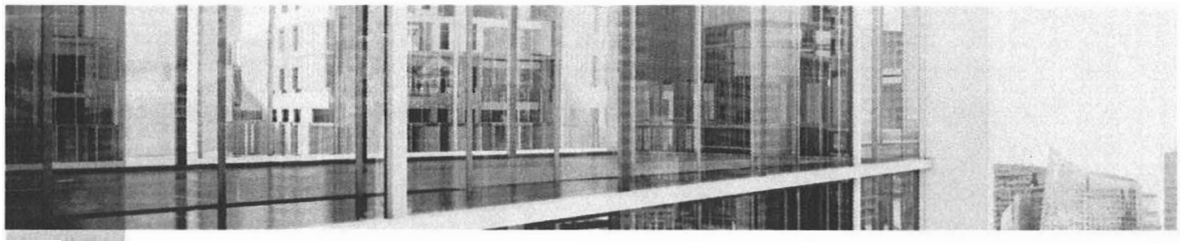
Annual Preventive Maintenance is defined as pre-scheduled recurring preventive maintenance actions, which is to be performed once a year or as recommended by the equipment manufacturer. This annual maintenance is designed to maintain the machine at factory standards and prepare the equipment for effective, reliable and efficient operation. Items such as gaskets, filters, o-rings, oil, lubricants and materials (refrigerant is a separate item herein) are included on an as required basis to perform the Annual Preventive Maintenance tasks/actions indicated in the Service Agreement.

Williamson County Contact Information:

a. Billing address:
   i. Williamson County Facilities Department
   ii. 3101 SE Inner Loop
   iii. Georgetown, TX 78626
   iv. Attn: Contracts Administrator or HVAC Supervisor

b. Email address:
   i. Facilities@wilco.org
   ii. Shantil.moore@wilco.org
   iii. CStromberg@wilco.org
   iv. Tsolis@wilco.org

Phone number:
   i. 512-943-1599



Detailed Description of Work

In this section, detailed action items for each piece of equipment are presented. All work is done according to manufacturers' recommendations and with the utmost attention to detail.

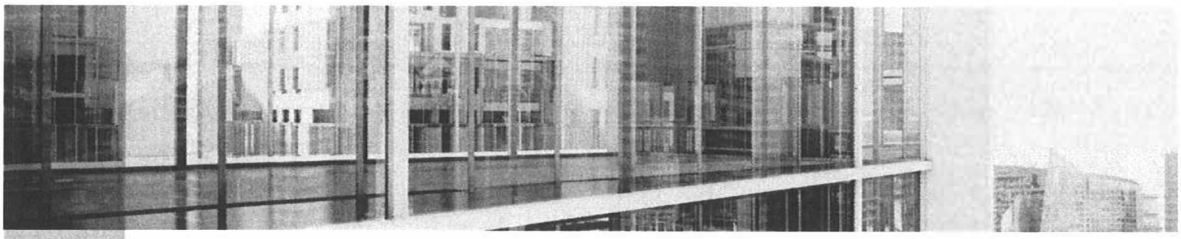
CARRIER 30RB

Quantity	9
S/N	Multiple
Location	Williamson County Jail, Williamson County Justice Center, Cedar Park Annex, ESOC
Description	Air Cooled Chillers

	Frequency of services Yr1
Quarterly Inspection	3
Annual PM	

QUARTERLY INSPECTION:

Report to customer upon arrival
Check general machine operation
Log chiller and calculate approaches and ltds
Inspect condenser coil condition
Check refrigerant charge
Record oil level, temperature and pressure
Log oil filter delta p
Check gauges / indicator lights
Log compressor and oil pump motor currents
Leak check without insulation removal
Lubricate equipment as needed
Make operation/control adjustments a/r
Clean up work station
Report to customer upon departure and obtain signature

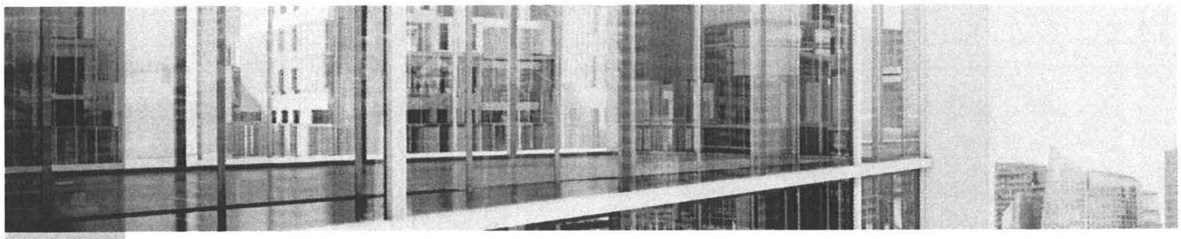


Detailed Description of Work

ANNUAL INSPECTION:

Report to customer upon arrival
Perform job site safety checks
Review and evaluate log readings
Check voltage supplied to equipment
Lockout and tag-out all circuits
Record software version(if applicable)
Check electrical components
Check and tighten electrical connections
Check starter wiring and contactors
Inspect contactors
Check gauges and indicator lights (if applicable)
Check flow switches/devices
Check oil pressure switches (if applicable)
Check safety controls
Check for debris in condenser coils
Check fan motors and props
Leak check entire unit
Run controls test (if applicable)
Calibrate operating controls (as required)
Lubricate equipment as needed
Clean up work station
Report to customer upon departure and obtain signature

*Excludes cleaning condenser coils



Detailed Description of Work

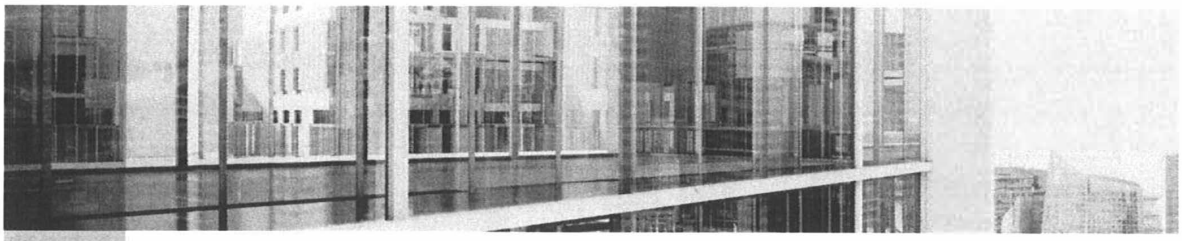
TRANE RTAC

Quantity	2
S/N	Multiple
Location	Williamson County Justice Center
Description	Air Cooled Chillers

	Frequency of services Yr1
Quarterly Inspection	3
Annual PM	

QUARTERLY INSPECTION:

Report to customer upon arrival
Check general machine operation
Log chiller and calculate approaches and ltds
Inspect condenser coil condition
Check refrigerant charge
Record oil level, temperature and pressure
Log oil filter delta p
Check gauges / indicator lights
Log compressor and oil pump motor currents
Leak check without insulation removal
Lubricate equipment as needed
Make operation/control adjustments a/r
Clean up work station
Report to customer upon departure and obtain signature

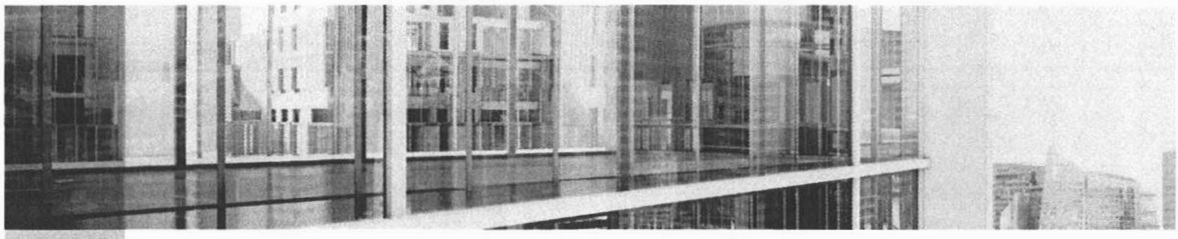


Detailed Description of Work

ANNUAL INSPECTION:

Report to customer upon arrival
Perform job site safety checks
Review and evaluate log readings
Check voltage supplied to equipment
Lockout and tag-out all circuits
Record software version(if applicable)
Check electrical components
Check and tighten electrical connections
Check starter wiring and contactors
Inspect contactors
Check gauges and indicator lights (if applicable)
Check flow switches/devices
Check oil pressure switches (if applicable)
Check safety controls
Check for debris in condenser coils
Check fan motors and props
Leak check entire unit
Run controls test (if applicable)
Calibrate operating controls (as required)
Lubricate equipment as needed
Clean up work station
Report to customer upon departure and obtain signature

*Excludes cleaning condenser coils



Detailed Description of Work

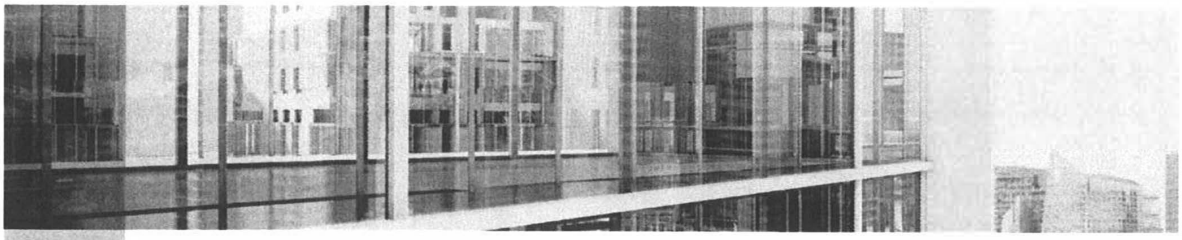
CARRIER 30RA

Quantity	1
S/N	2716Q84364
Location	Williamson County Jail
Description	Air Cooled Chiller

	Frequency of services Yr1
Quarterly Inspection	3
Annual PM	1

QUARTERLY INSPECTION:

Report to customer upon arrival
Check general machine operation
Log chiller and calculate approaches and ltds
Inspect condenser coil condition
Check refrigerant charge
Record oil level, temperature and pressure
Log oil filter delta p
Check gauges / indicator lights
Log compressor and oil pump motor currents
Leak check without insulation removal
Lubricate equipment as needed
Make operation/control adjustments a/r
Clean up work station
Report to customer upon departure and obtain signature

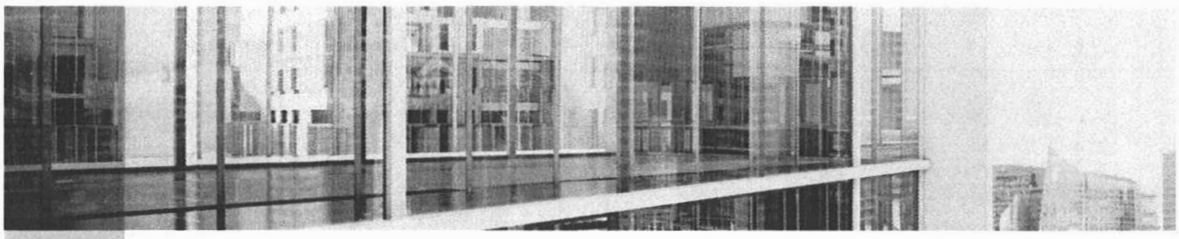


Detailed Description of Work

ANNUAL INSPECTION:

Report to customer upon arrival
Perform job site safety checks
Review and evaluate log readings
Check voltage supplied to equipment
Lockout and tag-out all circuits
Record software version(if applicable)
Check electrical components
Check and tighten electrical connections
Check starter wiring and contactors
Inspect contactors
Check gauges and indicator lights (if applicable)
Check flow switches/devices
Check oil pressure switches (if applicable)
Check safety controls
Check for debris in condenser coils
Check fan motors and props
Leak check entire unit
Run controls test (if applicable)
Calibrate operating controls (as required)
Lubricate equipment as needed
Clean up work station
Report to customer upon departure and obtain signature

*Excludes cleaning condenser coils



Carrier® Service Agreement

Thomas Solis
Williamson County Facilities Department
3101 SE Inner Loop
Georgetown, TX 78626

Quote #: 00528568

Submitted By: Melissa House

Date: 6/11/2020

Service Plan, BUYBOARD 558-18

Carrier Standard as defined in General Services section.

Agreement Term

Services shall be for a period beginning on or after October 1, 2021 and shall expire on or before September 30, 2022.

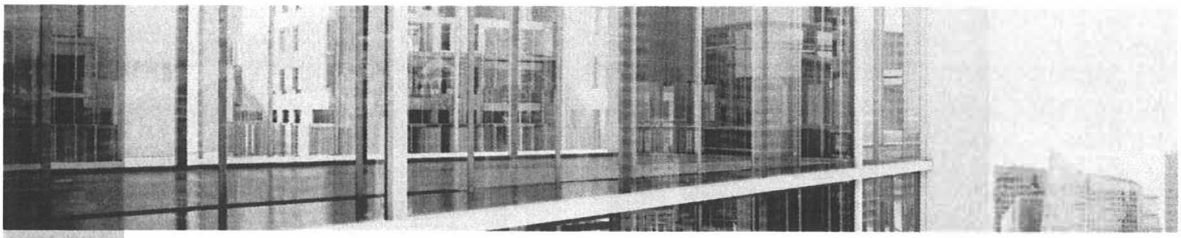
If applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to extend the agreement term, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County. The extension may be negotiated if renewal indications are provided within Williamson County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by Williamson County to be competitive with current market conditions. However, Williamson County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments and not span over multiple Williamson County fiscal years. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question.

Agreement Price

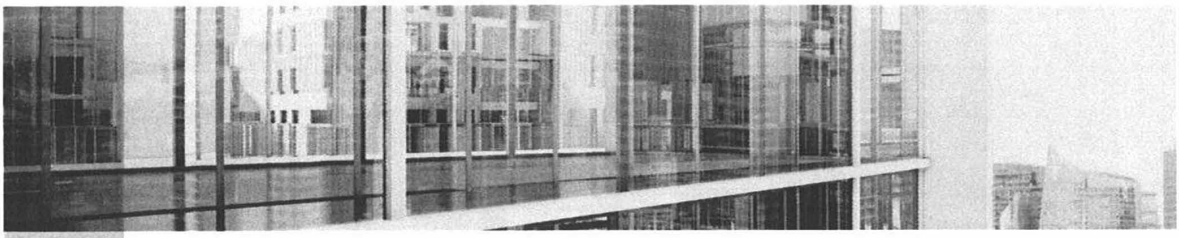
Total agreement price is for One (1) year(s), payable on quarterly schedule.

Total agreement price: **$18,296.00, Price per Quarterly Maintenance: $3,000.00; Price for Annual Maintenance: $9,296.00 * See Attachment B Below for Pricing Breakdown**

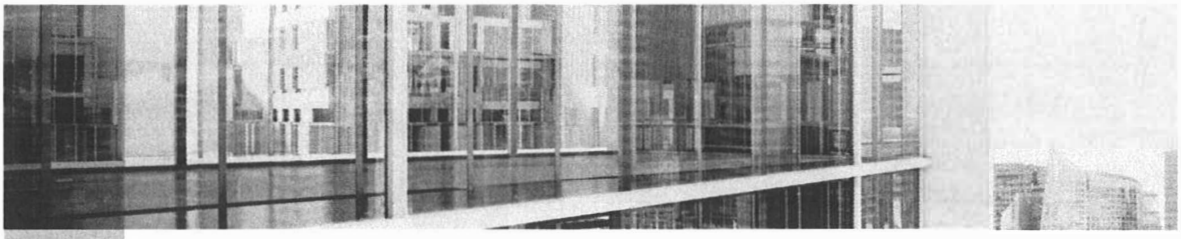
#	Facility Name Address Make Model/Serial#;Manufacture	Quarterly Chiller Maintenance Cost*	Quarterly & Annual Maintenance Cost**	Chiller Oil Change	10-Year Chiller Maintenance (FY 2023)
1.	**Justice Center** 405 MLK, Georgetown Air Cooled Chiller #1 Model RTAC1704 Serial: U03M03284 Manufacture Date: Manufacture: Trane	$250.00	$888.00	N/A	N/A



2.	**Justice Center** 405 MLK, Georgetown Air Cooled Chiller #2 Model RTAC1704 Serial: U03M03283 Manufacture Date: Manufacture: Trane	$250.00	$888.00	N/A	N/A
3.	**Justice Center** 405 MLK, Georgetown Air Cooled Chiller #1 Model 30RBB1506 – HG07L Serial: 4711Q76746 Manufacture: Carrier	$250.00	$752.00	N/A	N/A
4.	**Justice Center** 405 MLK, Georgetown Air Cooled Chiller #2 Model 30RBD1506 – HG-7K Serial: 3412Q7791 Manufacture: Carrier	$250.00	$752.00	N/A	N/A
5.	**ESOC** 911 Tracy Chambers Lane, Georgetown Air Cooled Chiller #1 Model 30RBF10064 – LL3GC Serial: 4619Q0122 Manufacture: Carrier	$250.00	$752.00	N/A	N/A
6.	**ESOC** 911 Tracy Chambers Lane, Georgetown Air Cooled Chiller #2 Model 30RBF10064 – LL3GC Serial:4619Q0114 Manufacture Date: Manufacture: Carrier	$250.00	$752.00	N/A	N/A
7.	**Cedar Park Annex** 350 Discovery Blvd, Cedar Park Air Cooled Chiller #1 Model 30RBF10064 – LLG33 Serial: 2019Q89370 Manufacture: Carrier	$250.00	$752.00	N/A	N/A



#	Facility Name Address Make Model/Serial #	Quarterly Chiller Maintenance Cost*	Quarterly & Annual Maintenance Cost**	Chiller Oil Change	10-Year Chiller Maintenance (FY 2023)
8.	**North Jail** 508 Rock St, Georgetown Air Cool Chiller #1 Model: 30RAP1156DBD0DJ34 Serial: 2716Q84364 Manufacture: Carrier	$250.00	$752.00	N/A	N/A
9.	**North Jail** 508 Rock St, Georgetown Air Cooled Chiller #2 Model: 30RBF11065 Serial: 3016Q84495 Manufacture: Carrier	$250.00	$752.00	N/A	N/A
10.	**North Jail** 508 Rock St, Georgetown Air Cooled Chiller #3 Model: 30RBF11065 Serial: 3016Q84496 Manufacture: Carrier	$250.00	$752.00	N/A	N/A
11.	**South Jail** 508 Rock St, Georgetown Air Cooled Chiller #1 Model: 30RBB1506 – OGO-L Serial: 5010Q75168 Manufacture: Carrier	$250.00	$752.00	N/A	N/A
12.	**South Jail** 508 Rock St, Georgetown Air Cooled Chiller #2 Model: 30RBB1506 – HG07L Serial: 4711Q76744 Manufacture: Carrier	$250.00	$752.00	N/A	N/A

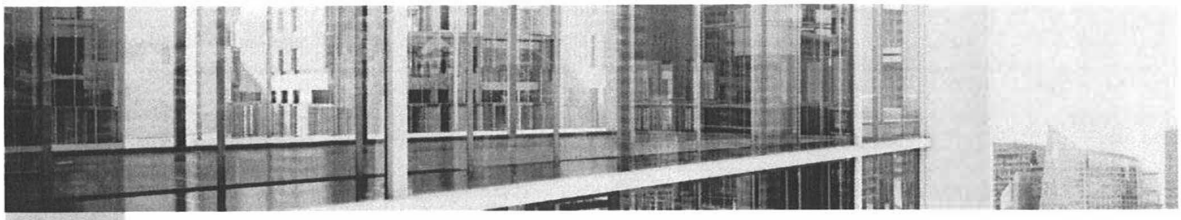


This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc.

Acceptance and Approval

This contract will become binding upon signature by Customer and signature by a Carrier representative. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto, constitutes the entire Agreement.

	David Keim
Customer Acceptance (typed/printed name)	Carrier Acceptance (typed/printed name)
	Market Manager
Title	Title
Customer Acceptance (signature)	Carrier Acceptance (signature)
	9/8/2021
Date	Date



Carrier® Terms and Conditions

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

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

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

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

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

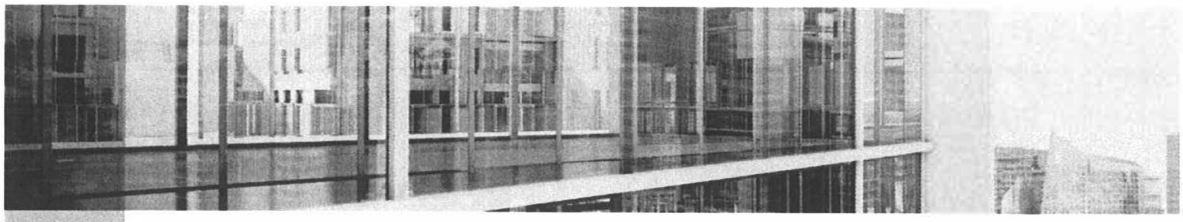
6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics,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

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

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

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

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.



- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

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

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

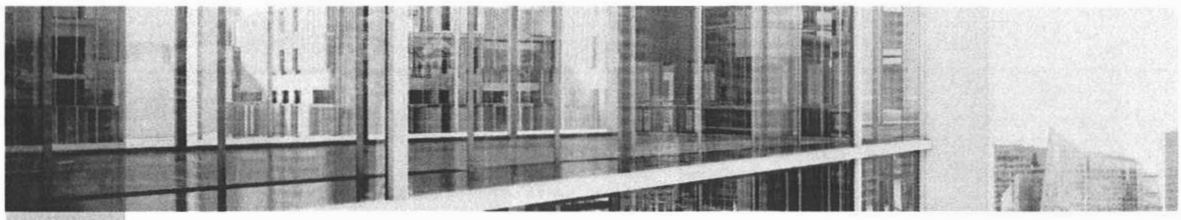
13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance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

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

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

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

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to



impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

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

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

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

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

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

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

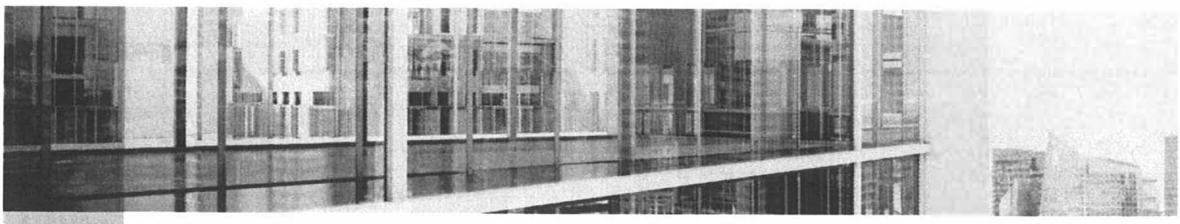
22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

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

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER,**



AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.

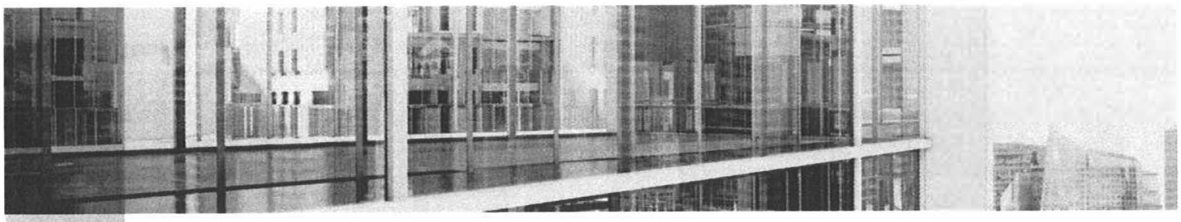
27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY - Carrier processes personal data in accordance with its privacy notice at Carrier.com. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. Neither party receives personal data under this Agreement for monetary or other valuable consideration.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.



Carrier

Carrier

Over 100 years of innovation

carrier.com/service

Commissioners Court - Regular Session **34.**

Meeting Date: 09/14/2021

Interlocal Agreement with the City of Cedar Park

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Cedar Park regarding the transfer of ownership of a school zone flashing beacon assembly, located on Anderson Mill Road south of Zeppelin Drive, to the City of Cedar Park.

Background

The City of Cedar Park requested the transfer of ownership of a school zone flashing beacon assembly located within Williamson County ROW due to the school zone being split between the City of Cedar Park and Williamson County. Upon transfer, the City of Cedar Park will operate and maintain the school zone in its entirety. The City of Cedar Park approved the Interlocal Agreement at the August 12, 2021 City Council meeting.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA- City of Cedar Park

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:37 AM
Form Started By: Kelly Murphy		Started On: 09/08/2021 11:34 AM
Final Approval Date: 09/09/2021		

INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF CEDAR PARK AND WILLIAMSON COUNTY FOR THE TRANSFER OF A SCHOOL ZONE BEACON AND SIGN

This Interlocal Cooperation Agreement ("Agreement") is entered into between the CITY OF CEDAR PARK, TEXAS ("City") and WILLIAMSON COUNTY, TEXAS ("County") collectively referred to as "the Parties".

WHEREAS, the County desires to transfer ownership, maintenance, and operation of a flashing school zone beacon, its support pole, all associated components, and all signs co-located on the support pole located within the City's extraterritorial jurisdiction on the east side of Anderson Mill Road approximately 500 feet south of Zeppelin Drive (the "School Zone Beacon") to the City; and

WHEREAS, the City desires to assume ownership, maintenance, and operation of the School Zone Beacon; and

WHEREAS, the City and County are local governments, as defined by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended (the "Act"); and

WHEREAS, the Parties desire to enter into this Agreement for the performance of governmental functions and services, in accordance with the Act; and

WHEREAS, the governing bodies of each Party have authorized execution of this Agreement by order or resolution.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Term of Agreement. This Agreement shall be in full effect upon the last date of signature below ("Effective Date") and shall continue in effect thereafter, unless terminated by either Party in accordance with the terms of this Agreement.

2. Transfer of School Zone Beacon. The County does hereby grant, bargain, sell, transfer, assign, and convey all of County's right, title, and interest in and to the School Zone Beacon to the City. This Agreement is binding upon and shall inure to the benefits of the County and City and their respective successors and assigns.

3. County Obligations.
   a. Not more than thirty (30) days after the date of execution of this Agreement, the County shall inspect the School Zone Beacon and shall complete, at its sole cost, any and all repairs required to ensure full functionality of the School Zone Beacon. The County shall notify the City in writing at the addresses in Section 12, herein, of completion of County Obligations.

b. The County hereby grants a license to the City to access County property in order for the City to perform its Obligations under this Agreement.

4. City Obligations. Immediately upon receipt of notice pursuant to Section 3, herein, the City shall assume all operation and maintenance of the School Zone Beacon, including routine maintenance, programming, repairs, and response to reports of malfunctions.

5. Default; Reversion. In the event either Party defaults or breaches such Party's Obligations, as defined herein, the non-breaching Party shall provide written notice of said default or breach and shall allow a period of thirty (30) days to cure ("Cure Period"). Upon expiration of the Cure Period and failure of the defaulting Party to cure, ownership of the School Zone Beacon shall immediately revert to County without any further action by either Party, and this Agreement shall immediately terminate.

6. Termination. This Agreement may be terminated immediately upon written agreement of both Parties, or by either Party upon ninety (90) days prior written notice to the other Party. Upon termination in accordance with this section, ownership of the School Zone Beacon shall immediately revert to County without any further action by either Party.

7. No Joint Partnership or Venture. The Parties each agree that they are not agents, servants, or employees of the other party, and each party is responsible for its own acts and deeds, errors, and omissions during the performance of this Agreement. The Parties further agree that this agreement is not a joint enterprise or a joint venture between them.

8. Authority to Sign. All Parties certify that the individuals executing this Agreement have the authority to sign the Agreement and are authorized to bind the entity they represent to this Agreement.

9. Governing Law. This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall be in Williamson County, Texas.

10. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable for any reason, the Parties intend and agree that such provision is fully severable and that the remaining parts of the Agreement shall be effective and fully operative.

11. Appropriation of Funds. This Agreement is subject to the appropriation of funds by the governing body of each Party in the Party's budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of each Party pursuant to this Agreement in any fiscal year for which this Agreement in effect shall constitute a current expense of the Party for that fiscal year only, and shall not constitute an indebtedness of the Party of any monies other than those lawfully appropriated in any fiscal year.

12. Notices. All written notices pursuant to this Agreement shall be sent to the parties at the mailing or email addresses below. Notices sent by email shall be considered received immediately upon sending. Notices sent by mail shall be considered received three (3) business days after the postmarked date:

To COUNTY:
Williamson County
Attn: Terron Evertson
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
Email: tevertson@wilco.org

To CITY:
City of Cedar Park
Attn: Stephen Hanuscin
2401 Brushy Creek Loop
Cedar Park, Texas 78613
Email: Stephen.Hanuscin@cedarparktexas.gov

With copy to:
J.P. LeCompte
City Attorney
450 Cypress Creek Rd., Bldg. 1
Cedar Park, Texas 78613
Email: JP.Lecompte@cedarparktexas.gov

13. No Waiver of Immunity. The Parties do not hereby 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 the United States.

14. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties. All other oral agreements by the parties hereto are hereby merged into this Agreement, which shall not be amended or altered except by a written document signed by the parties hereto.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date last set forth below.

COUNTY:

By: _____
Bill Gravell, Jr.
Williamson County Judge

Date: _____

CITY:

By: Brenda Eivens
Brenda Eivens
City Manager

Date: 8/16/2021

Commissioners Court - Regular Session **35.**

Meeting Date: 09/14/2021

Contract Renewal with Pest Management, Inc.; Contract # 1905-320, Renewal 1/4 for Pest Control Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the contract renewal for countywide building Pest Control Services, contract #1905-320, renewal period 1 for term October 1, 2021 - September 30, 2022, with Pest Management, Inc, for the same pricing, terms and conditions as the existing contract, with the exception of, incorporation of the amended Attachment C Pest Management Compensation Fees, which updates County Facilities locations, services and fees and is subject to Commissioners Court approval.

Background

Per the request of the Facilities Department a solicitation was issued prior to renewal. No submittals were received. As a result the decision was made to exercise the existing contract renewal under renewal option period #1. The Facilities Dept, submitted a Vendor Performance Report stating the vendor met all county requirements and recommends renewal. This contract supports countywide pest control management in county buildings. A list of all locations and service pricing is attached herein. The department points of contact are Shantil Moore and Christi Stromberg.

The funding sources for this contract are:

01-100-0509-331 - Extermination
0100-2009-004511 - Sheriff's Office
01-0545-545-003319 - Animal Shelter

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1905-320 renewal 1, Pest Management Services

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 07:57 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:25 AM
Form Started By: Dianne West		Started On: 09/07/2021 02:53 PM
Final Approval Date: 09/09/2021		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Williamson County- Facilities
Vendor Name:	Pest Management, Inc.		
Vendor Address:	1807 W. Slaughter Lane Bldg 1, Austin, TX 78748		
Purpose/Intended Use of Product or Service (summary):			
Pest Management Services			
P.O./Contract Number:	1905-320	**Effective Date:**	10/01/2021
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/30/2022
Requested By:	Christi Stromberg, Assistant Facilities Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract, with the exception of the Attachment C – Pest Management Compensation Fees, attached, which updates County Facilities locations, services and fees, and is subject to Commissioners Court approval.**
- PLEASE INCLUDE THE FOLLOWING:
  - Completed Texas Ethics Commission FORM 1295; AND
  - Renewed Certificate of Insurance
- **Extend Contract for the 1st of four (4) one year renewal option periods:**

Renewal Option Period 1	October 01, 2021 – September 30, 2022
Initial Contract Period	October 01, 2019 – September 30, 2021

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

Vendor Pest Management, Inc.

Name Tiffany DiCicco

Title VP

Signature

Date 8/31/21

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Attachment C
Pest Management Compensation Fees

Contract Scope of Work - Compensation & Fees

Respondent Name: Pest Management

#	Facility Name	Initial Cost	Monthly cost	Biannual & Monthly Service Cost	Biannual Broadcast Treatment Service Cost	Premises Site Visit - Yes/No
1000	Historical Courthouse	$ -	$ 84.50	$ 155.00		
1001	Williamson County Museum & Old Bank	$ -	$ 45.00	$ 65.00		
1002	Georgetown Health Dept	$ -	$ 45.00	$ 65.00		
1003	Taylor Health Dept	$ -	$ 45.00	$ 65.00		
1005	Round Rock Annex - Bldg A	$ -	$ 75.00	$ 95.00		
1006	Round Rock Annex - Bldg B	$ -	$ 75.00	$ 95.00		
1007	516 Pine Street	$ -	$ 45.00	$ 65.00		
1008	Sheriff Administration	$ -	$ 65.00	$ 85.00		
	Jail	$ -	$ 250.00	$ 550.00		
	Jail - Kitchen	$ -	$ 125.00			
1009	Criminal Justice Center	$ -	$ 150.00	$ 225.00		
1011	Lott Building	$ -	$ 65.00	$ 95.00		
	Portable Building - exterior only	$ -	$ 15.00			
	Portable Building - exterior only	$ -	$ 15.00			
1012	Health Dept Education - exterior only	$ -	$ 85.00			
1015	EMS Station Medic 42	$ -	$ 25.00	$ 40.00		
1017	Game Warden - exterior only	$ -	$ 15.00			
1019	305 MLK	$ -	$ 25.00	$ 40.00		
1020	303 MLK		$ 30.00	$ 55.00		
1022	Historical Jail - exterior only	$ -	$ 65.00			
1024	Life Steps	$ -	$ 25.00	$ 40.00		
1026	Central Maintenance Facility	$ -	$ 75.00	$ 110.00	$ 138.00	
	Road & Bridge	$ -	$ 25.00	$ 35.00		
	Paint Shop	$ -	$ 25.00	$ 35.00		
	Sign Shop	$ -	$ 25.00	$ 35.00		
1029	Brown Santa Warehouse - exterior only	$ -	$ 55.00			
1032	Cedar Park Annex	$ -	$ 95.00	$ 120.00		
1033	Taylor Annex	$ -	$ 85.00	$ 110.00		
1034	EMS Station Medic 41	$ -	$ 25.00	$ 40.00		
1037	EMS Station Medic 23	$ -	$ 25.00	$ 40.00		
1042	Central Texas Treatment Center	$ -	$ 85.00	$ 110.00		
	Central Texas Treatment Center - Kitchen	$ -	$ 95.00			
1043	Inner Loop Annex	$ -	$ 125.00	$ 195.00	$ 276.00	
1044	Sheriff's Office Eastside	$ -	$ 25.00	$ 30.00		
1045	Juvenile Justice Center	$ -	$ 135.00	$ 195.00	$ 920.00	
	Juvenile Justice Center - Kitchen	$ -	$ 95.00			
1046	Parking Garage	$ -	$ 55.00	$ 110.00		
1047	Expo Center	$ -	$ 135.00	$ 195.00		
1048	JP Pct 4	$ -	$ 65.00	$ 95.00		
1050	Sheriff Gun Range	$ -	$ 15.00	$ 20.00	$ 460.00	
	Sheriff Gun Range - Restrooms	$ -	$ 15.00	$ 20.00		
	Sheriff Gun Range Training bldg	$ -	$ 15.00	$ 20.00		
1051	Tax Office	$ -	$ 60.00	$ 70.00		
1062	Hutto Condos	$ -	$ 70.00	$ 100.00		
1063	Facilities Services	$ -	$ 70.00	$ 100.00	$ 276.00	
	Facilities Services - Warehouse	$ -	$ 70.00	$ 100.00		

Attachment C
Pest Management Compensation Fees

#	Facility Name	Initial Cost	Monthly cost	Biannual & Monthly Service Cost	Biannual Broadcast Treatment Service Cost	Premises Site Visit - Yes/No
1064	Children's Advocacy Center	$ -	$ 70.00	$ 100.00	$ 46.00	
	Children's Advocacy Center - Bldg # 2	$ -	$ 85.00	$ 110.00		
1066	Jester Annex	$ -	$ 70.00	$ 80.00	$ 368.00	
1068	Blackland Heritage County Park - Caretaker House	$ -	$ 25.00	$ 40.00		
	Blackland Heritage County Park - Shop	$ -	$ 25.00	$ 40.00		
1071	Emergency Services Operations Center	$ -	$ 85.00	$ 110.00	$ 184.00	
1072	Southwest Regional Parks - HQ	$ -	$ 40.00	$ 60.00		
1073	Williamson County Cities Health District	$ -	$ 85.00	$ 110.00		
1075	Sheriff Office Training Center	$ -	$ 85.00	$ 110.00	$ 322.00	
1077	Wireless Communication / Radio Shop	$ -	$ 70.00	$ 100.00	$ 322.00	
1078	EMS Training	$ -	$ 95.00	$ 120.00	$ 322.00	
1079	Vehicle Inspection/Impound	$ -	$ 65.00	$ 95.00	$ 138.00	
1080	Georgetown Annex	$ -	$ 55.00	$ 110.00	$ 184.00	
1081	Libety Hill CSCD	$ -	$ 65.00	$ 95.00		
1082	Public Safety Bldg	$ -	$ 25.00	$ 40.00		
1083	Carquest	$ -	$ 85.00	$ 110.00		
1087	River Ranch Park - HQ	$ -	$ 25.00	$ 40.00		
	River Ranch Interp Center	$ -	$ 40.00	$ 60.00		
	River Ranch Park - Caretaker Home	$ -	$ 55.00	$ 75.00		
1084	Internal Audit	$ -	$ 25.00	$ 40.00		
1088	Berry Springs Park & Preserve - Caretaker Home	$ -	$ 65.00	$ 85.00		
	Berry Springs Shop		$ 25.00	$ 40.00		
1089	Southwest Regional Parks - Caretaker Home	$ -	$ 65.00	$ 85.00		
	Southwest Regional Parks - Shop		$ 40.00	$ 60.00		
no #	WC Regional Animal Shelter	$ -	$ 150.00	$ 275.00	$ 184.00	
	Contract Totals	$ -	$ 4,454.50	$ 5,810.00	$ 4,140.00	

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Commissioners Court - Regular Session **36.**

Meeting Date: 09/14/2021

Contract Renewal with American Irrigation Repair LLC; Contract #T2104, Renewal #1 for Irrigation Maintenance and Repair Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension to Irrigation Maintenance and Repair Services contract #T2104, renewal period #1/4 with American Irrigation Repair LLC for the same pricing, terms and conditions as the existing contract, with the exception of, incorporating the U.S. Bureau of Labor Statistics CPI Summary, dated 11 August 2021, that increases service category rates under contract, for the renewal period #1 term of October 1, 2021 through September 30, 2022.

Background

This is a continuation of contract under renewal option #1. The Facilities Dept. submitted a Vendor Performance Report stating the vendor met all county requirements and recommends renewal. This departments points of contact are Shantil Moore and Christi Stromberg. The funding sources for this contract are:

Facilities Dept. Lawn Service 0100-0509-4810; Maintenance Services 0100-0509-4500 Animal Shelter Maintenance Contracts 01.0545.0545.004500; Facility Maintenance and Repair 01.0545.0545.004510

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T2104 renewal 1 with American Irrigation Repair LLC - vendor signed

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Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 08:30 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:32 AM
Form Started By: Dianne West		Started On: 09/08/2021 08:51 AM
Final Approval Date: 09/09/2021		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Williamson County- Facilities
Vendor Name:	American Irrigation Repair LLC		
Vendor Address:	3560 E University Avenue, Georgetown, TX 78626		
Purpose/Intended Use of Product or Service (summary):			
Irrigation Maintenance and Repair Services			
P.O./Contract Number:	T2104	**Effective Date:**	10/01/2021
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/30/2022
Requested By:	Christi Stromberg, Assistant Facilities Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract with American Irrigation Repair, LLC for Irrigation Maintenance and Repair Services, with the exception of incorporating the U.S. Bureau of Labor Statistics CPI Summary, dated 11 August 2021, that increases service category rates under contract, for the renewal period 1 term of October 1, 2021 through September 30, 2022.**
- PLEASE INCLUDE THE FOLLOWING:
  - Completed Texas Ethics Commission FORM 1295; AND
  - Renewed Certificate of Insurance
- **Extend Contract for the 1st of four (4) one year renewal option periods:**

Renewal Option Period 1	October 01, 2021 – September 30, 2022
Initial Contract Period	October 01, 2019 – September 30, 2021

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

Vendor American Irrigation Repair

Name Justin Wilson

Title Manager

Signature _____

Date 9/7/2021

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Commissioners Court - Regular Session **37.**

Meeting Date: 09/14/2021

Loader Dump Truck and Equipment Safety Classes

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving agreement between Williamson County and Randy Plaag d/b/a Training Texas for Heavy Equipment Training Safety in the not-to-exceed amount of $42,000.00, exempting the purchase from competetive bidding under Texas Local Government Code 262.024 (a)(4) for personal or professional service and authorizing the execution of this agreement.

Background

Training classes shall benefit staff at the Williamson County Road and Bridge Department. Training is for eleven (11) separate Heavy Equipment Training Safety classes and allows four (4) students for each session. Department point of contact is Lee Garrett. Funding Source is 01.0200.0210.004232.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Loader Dump Truck Training agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 10:28 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 10:29 AM
Form Started By: Andrew Portillo		Started On: 09/03/2021 10:11 AM
Final Approval Date: 09/09/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR WORKFORCE TRAINING
LOADER DUMP TRUCK SAFETY CLASSES
(Williamson County Road & Bridge)

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

I.

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

> **As described in the attached Proposal/Quotation, which is incorporated herein as if copied in full.**

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

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project

and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is $42,000.00 (for up to 11 (eleven) classes), unless amended by a change order and approved by the Williamson County Commissioners Court. The County shall only be billed for classes actually conducted.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

A. As described in the attached Proposal/Quotation, which is incorporated herein as if copied in full; and

B. This Addendum.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

V.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County

Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.

VI.

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

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	Randy C. Plaag
Authorized Signature	Authorized Signature
_____	Randy C. Plaag
Printed Name	Printed Name
Date: _____ ___, 2021	Date: September 7, 2021

Exhibit
Proposal/Quotation
(incorporated herein as if copied in full)

Randy C. Plaag dba Training Texas | P.O. Box 132 Kurten, TX 77845
979.224.6614 | rcplaag.trainingtexas@gmail.com

Training Proposal for the 2021-2022
Williamson County Road and Bridge
Lee Garrett, Safety Coordinator

- October 11-12, 2021

  Class: Loader Dump Truck Safety
  Students: 4
  Cost: $2,400.00

  8:00 -12:00 Class/Training
  12:00 – 1:00 Lunch
  1:00 – 5:00 Class/Training

  Equipment Required: 2 loaders and 2 dump truck with material to load

- October 13-14, 2021

  Class: Loader Dump Truck Safety
  Students: 4
  Cost: $2,400.00

  8:00 -12:00 Class/Training
  12:00 – 1:00 Lunch
  1:00 – 5:00 Class/Training

  Equipment Required: 2 loaders and 2 dump truck with material to load.

- November 15-18, 2021

  Class: Basic Maintainer
  Students: 4
  Cost: $4,800.00

  8:00 -12:00 Class/Training
  12:00 – 1:00 Lunch
  1:00 – 5:00 Class/Training

  Equipment Required: 2 Maintainers

- November 29-
  December 2, 2021

  Class: Backhoe
  Students: 4
  Cost: $4,800.00

  8:00-12:00 Class/Training
  12:00-1:00 Lunch
  1:00-5:00 Class/Training

  Equipment Required: 2 Backhoes

Randy C. Plaag dba Training Texas | P.O. Box 132 Kurten, TX 77845
979.224.6614 | rcplaag.trainingtexas@gmail.com

- December 14-17, 2021

  Class: Advanced Backhoe
  Students: 4
  Cost: $4,800.00

  8:00-12:00 Class/Training
  12:00-1: 00 Lunch
  1:00-5:00 Class/Training

  Equipment Required: 2 Backhoes

- January 11-12, 2022

  Class: Preventive Maintenance & Safety
  Students: 15
  Cost: $2,400.00

  8:00 -12:00 Class/Training
  12:00 – 1:00 Lunch
  1:00 – 5:00 Class/Training

  Equipment Required: 1- 10 yard dump truck and 2 pieces of equipment to inspect.

- January 18, 2022

  Class: Equipment Load & Tie Awareness
  Students: 10
  Cost: $1,200.00

  8:00 -12:00 Class/Training
  12:00 – 1:00 Lunch
  1:00 – 5:00 Class/Training

  Equipment Required: Dump Truck & Trailer
  Pick Up & Trailer
  Equipment to load

- February 7-10, 2022

  Class: Regenerative Air Sweeper
  Students: 4
  Cost: $4,800.00

  8:00 -12:00 Class/Training
  12:00 – 1:00 Lunch
  1:00 – 5:00 Class/Training

  Equipment Required: 2 Sweepers

- March 7-10, 2022

  Class: Advanced Maintainer
  Students: 4
  Cost: $4,800.00

  8:00 -12:00 Class/Training
  12:00 – 1:00 Lunch
  1:00 – 5:00 Class/Training

  Equipment Required: 2 Maintainers

- April 4-7, 2022

  Class: Gradall
  Students: 4
  Cost: $4,800.00

  8:00 -12:00 Class/Training
  12:00 – 1:00 Lunch
  1:00 – 5:00 Class/Training

  Equipment Required: 2 Gradalls

- May 9-12, 2022

  Class: Asphalt Distributor
  Students: 4
  Cost: $4,800.00

  8:00 -12:00 Class/Training
  12:00 – 1:00 Lunch
  1:00 – 5:00 Class/Training

  Equipment Required: 2 Asphalt Distributors

Billing will be processed after the completion of each class and required to be paid in 30 days. Randy C. Plaag or Training Texas is not responsible for any injuries to participants or equipment. By signing below you are agreeing to hire Randy C. Plaag dba Training Texas for the 11 classes listed in this proposal (subject to change by either party). By signing below you are agreeing to *hire Randy C. Plaag dba Training Texas as your instructor and you are acknowledging that your organization carries all the* necessary insurances to cover the participant and equipment.

Print Name: _____ Title: _____

Signature: _____ Date: _____

Our mission is to provide the best Heavy Equipment Training

Commissioners Court - Regular Session **38.**

Meeting Date: 09/14/2021

Steger Bizzell 1607-104 WA5 SA2 Engr Design Culvert Crossing

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 5 under Williamson County Contract between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for Professional Engineering Design Services for Roadway Reconstruction and Drainage Improvements on Baker Ln, Jennifer Ln, Hawkins Dr, Mikes Way and Norwood Dr in South San Gabriel Ranches Subdivision. Funding source: P489.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Steger Bizzell 1607-104 WA5 SA2 Engr Design Culvert Crossing

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/02/2021 10:53 AM
County Judge Exec Asst.	Becky Pruitt	09/07/2021 09:07 AM
Form Started By: Vicky Edwards		Started On: 09/01/2021 09:46 AM
Final Approval Date: 09/07/2021		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2__
TO
WORK AUTHORIZATION NO. __5__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Professional Engineering Design Services for Roadway Reconstruction and Drainage Improvements on Baker Ln, Jennifer Ln, Hawkins Dr, Mikes Way and Norwood Dr in South San Gabriel Ranches Subdivision

This Supplemental Work Authorization No. _2__ to Work Authorization No. _5___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 17, 2017** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Steger Bizzell Engineering, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _5___ dated effective **April 30, 2019** (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" (must be attached).

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

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

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Bryan E. Moore	Bill Gravell, Jr.
Printed Name	Printed Name
Principal	County Judge
Title	Title
08/31/2021	
Date	Date

Attachment C - Work Schedule

Steger Bizzell Engineering, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **39.**

Meeting Date: 09/14/2021

HNTB 70391 WA3 Road Bond GEC

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $10,056,929.00 to expire September 30, 2022 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road Bond Project Management, Design Management, and Construction Management. Funding source: Road Bonds.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 70391 WA3 Road Bond GEC

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/09/2021 11:15 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:42 AM
Form Started By: Vicky Edwards		Started On: 09/09/2021 09:37 AM
Final Approval Date: 09/09/2021		

DocuSign Envelope ID: B496D060-7738-41E9-82E4-2BD8CBA9CAD5

ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER 03

This Annual Fiscal Year Work Authorization is made as of this 1st day of October 2021, under the terms and conditions established in the Agreement for Engineering Services **(**General Engineering Consultant (GEC) – Road Bond Project Management, Design Management, and Construction Management), dated December 17, 2019 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

> *Provide engineering management services required to initiate and monitor production of contract documents and construction for the projects in the Williamson County FY 2019 Road Bond Program.*

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B.

Section B. - Schedule

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2022. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

October 1, 2021 – September 30, 2022

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of $ 10,056,929.00 payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

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Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:

See Attached Exhibit A

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas (County)	HNTB Corporation (Engineer)
By: _____	By: DocuSigned by: Daniel J. Kellerman 6DAA031B30F74CA...
Name: _____	Name: Daniel J. Kellerman, P.E.
Title: _____	Title: Vice President
Date: _____	Date: 9/9/2021

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EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED
BY COUNTY

The services to be provided by COUNTY under the Agreement shall consist of the following items for the Williamson County Road Bond Program road and drainage projects.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants.

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EXHIBIT B

SERVICES TO BE PROVIDED BY THE CONSULTANT

The services to be performed by the Consultant under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for the Williamson County Road Bond Program.

The Consultant will furnish materials required to perform the engineering services below.

Program Management

1. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
2. Meet with Commissioners and County staff monthly to identify priority projects.
3. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
5. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
6. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
7. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
8. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
9. Meet with Texas Department of Transportation (TxDOT) representatives monthly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program

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for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.

10. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.

11. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.

12. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of 2019 Road Bond projects. The team will also pursue all new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.

13. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.

14. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County road bond projects, as needed.

15. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of road and drainage projects, including:
    - Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
    - Prepare a Master Schedule for the Road Bond Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program and maintained in P6 or Microsoft Project.
    - Maintain Bond Program Standard Procedures Manual.
    - Maintain Bond Program Standard Forms.
    - Maintain Bond Program Engineering Design Criteria.
    - Maintain Bond Program Plan Preparation Criteria.
    - Provide an annual update of the Standard Detail sheets.
    - Review existing Construction Specifications and revise, as necessary. Create new Construction Specifications and Provisions, as needed.
    - Review existing Williamson County Bid Package and Contract Documents and revise, as necessary.

16. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.

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17. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.

18. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.

19. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.

20. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.

21. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the construction phase of road bond projects.

22. Prepare and issue project documentation throughout the duration of the project.

23. Continually identify and assess industry best practices that might be of value to the Road Bond Program.

Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.

2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.

3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
   - Provide UC consultant with project list, location maps, and implementation schedule.
   - Facilitate coordination between the UC consultant and design consultants.
   - Review reasonableness of utility conflict strip maps.
   - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
   - Review and process utility agreements submitted by the UC consultant.
   - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
   - Review and process utility invoices submitted by the UC consultant.

4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
   - Prepare draft scope of work for each road project.
   - Review final scope of work submitted for each road project.

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- Review reasonableness of engineering fee estimate for each project.
- Assist Client in negotiation of contracts with selected firms.
- Conduct kick-off meeting with project firm/team.
- Review QA/QC plans submitted by design firms for conformance with County requirements.
- Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
- Provide design services for Road Bond projects when requested by County.
- Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
- Review invoices, as requested.
- Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
- Oversee submission of plans to local governments, TxDOT, TxDOT Toll Operations Division (TOD), and Texas Commission on Environmental Quality (TCEQ), as required.
- Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

5. Manage and oversee the Environmental consultant activities, including:
   - Facilitate coordination between the Environmental consultant and design consultant.
   - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
   - Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.

6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.

7. Manage and oversee survey firm activities, including:
   - Prepare or review survey scope of work for on-call or project specific work authorizations.
   - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
   - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
   - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.

8. Provide constructability reviews for each project, including:
   - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
   - Perform site visit to confirm the quality of existing site condition information provided in the construction documents.

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- Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
- Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
- Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
- Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
- Review reasonableness of engineering fee estimate for each project.
- Provide value engineering services for projects outside of scope and budget, as necessary.

9. Provide bid phase services, including:
   - Coordinate the preparation of the final bid documents.
   - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
   - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
   - Facilitate the pre-bid conference.
   - Prepare/distribute meeting minutes and sign-in sheet to attendees.
   - Assist County and design engineer with answering contractor questions during advertisement period.
   - Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
   - Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
   - Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
   - Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
   - Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
   - Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

1. Manage and oversee the construction of the projects, including:
   - Coordinate the preparation and execution of the construction contract documents.
   - Prepare and distribute Notice of Award to contractor.
   - Prepare and submit Notice of Intent to TCEQ and others, as required.
   - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
   - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.

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- Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
- Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
- Prepare and distribute the Notice to Proceed to contractor.
- Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
- Review and evaluate contractor's construction schedule monthly.
- Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
- Receive and review/document subcontractor agreements.
- Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
- Attend weekly construction progress meetings.
- Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
- Photograph ongoing construction activities daily through construction of projects.
- Prepare monthly construction update presentation for the Court.
- Prepare and issue traffic control notifications to affected entities.
- Perform and document traffic control inspections.
- Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
- Receive and review QC test results for compliance with the specifications.
- Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
- Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract

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time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- Coordinate with bond holders as necessary in the event of default by the prime contractor.
- Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

2. Coordinate, schedule, and attend groundbreaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.

3. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.

4. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

5. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.

6. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.

7. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.

8. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.

9. Coordinate with State agencies (TxDOT, TxDOT TOD, TCEQ) and local governments on behalf of the Road Bond Team to facilitate construction of the Road Bond projects with respect to facilities owned by these agencies, and/or to expedite the review and approval process of proposed change orders by these agencies.

10. Provide support to the County as requested in the event of a third-party claim.

11. Manage and oversee construction project close-out and warranty period, including:
    - Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.

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- Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
- Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
- Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
- Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
- Review and approve final pay application and retainage release.
- Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
- Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
- Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
- Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

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Williamson County Road Bond Program
General Engineering Consultant

EXHIBIT C
FEE SCHEDULE

Contract No. 70391
Work Authorization No. 3

	Principal	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer	Project Engineer	Design Engineer	EIT	Sr. CADD Technician	Environmental Specialist	Sr. Environmental Planner	Environmental Planner	Sr. Urban Planner	Urban Planner	ROW Agent	Sr. Construction Manager	Sr. Construction Representative
October 1, 2021 - September 30, 2022	1,584	6,476	6,933	2,341	3,348	899	660	5,917	222	301	1,263	627	10	245	17	1,722	1,924
WORK AUTHORIZATION TOTALS	1,584	6,476	6,933	2,341	3,348	899	660	5,917	222	301	1,263	627	10	245	17	1,722	1,924
BILLING RATES	$ 364	$ 277	$ 225	$ 202	$ 202	$ 172	$ 136	$ 111	$ 162	$ 200	$ 157	$ 116	$ 198	$ 113	$ 146	$ 190	$ 157
TOTAL HNTB LABOR	$ 576,576	$ 1,793,852	$ 1,559,925	$ 472,882	$ 676,296	$ 154,628	$ 89,760	$ 656,787	$ 35,964	$ 60,200	$ 198,291	$ 72,732	$ 1,980	$ 27,685	$ 2,482	$ 327,180	$ 302,068

HNTB Fee	
October 1, 2021 - September 30, 2022	
SUBTOTAL	
RIOTECH Inc Fee	
October 1, 2021 - September 30, 2022	
SUBTOTAL	
JOB TOTALS	

Williamson County Road Bond Program
General Engineering Consultant

EXHIBIT C
FEE SCHEDULE

Contract No. 70391
Work Authorization No. 3

	Construction Representative III	Construction Representative II	Sr. Developer	Developer II	Sr. Business Manager	Project Analyst	Quality Manager	Sr. Project Controls	Project Controls	Sr. Scheduler	Scheduler	Administrative Assistant	Intern	**TOTALS**
October 1, 2021 - September 30, 2022	8,466	6,508	138	106	9	450	83	2,177	3,065	-	61	10	2,264	57,908
WORK AUTHORIZATION TOTALS	8,466	6,508	138	106	9	450	83	2,177	3,065	-	61	10	2,264	57,908
BILLING RATES	$ 137	$ 127	$ 174	$ 152	$ 200	$ 97	$ 162	$ 146	$ 91	$ 202	$ 160	$ 77	$ 76	
TOTAL HNTB LABOR	$ 1,159,842	$ 826,516	$ 24,012	$ 16,112	$ 1,800	$ 43,650	$ 13,446	$ 317,842	$ 278,915	$ -	$ 9,760	$ 770	$ 172,064	$ 9,881,880

	Total Hours	Expenses: Reproduction / Headlight	Expenses: Travel	Labor	Subconsultant Labor	**TOTAL FEE**
HNTB Fee						
October 1, 2021 - September 30, 2022	57,908	$ 50,000	$ 115,000	$ 9,881,880		$ 10,046,880
SUBTOTAL	**57,908**					**$ 10,046,880**
RIOTECH Inc Fee						
October 1, 2021 - September 30, 2022	78		$ 56		$ 9,993	$ 10,049
SUBTOTAL	**78**					**$ 10,049**
JOB TOTALS	57,986	$ 50,000	$ 115,056	$ 9,881,880	$ 9,993.00	$ 10,056,929

Commissioners Court - Regular Session **40.**

Meeting Date: 09/14/2021

HNTB 70391 WA2 SA2 Road Bond GEC

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 2 under Williamson County Contract between HNTB Corporation and Williamson County dated December 17, 2019 for Annual Fiscal Year Work Authorzation. The funding source is Road Bonds.

Background

This supplemental is to increase the maximum amount payable from $10,087,256.00 to $10,647,505.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 70391 WA2 SA2 Road Bond GEC

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/09/2021 11:16 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:43 AM
Form Started By: Vicky Edwards		Started On: 09/09/2021 09:44 AM
Final Approval Date: 09/09/2021		

DocuSign Envelope ID: 83BEE670-AD5D-469B-B63C-E699EA097D88

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 2

ANNUAL FISCAL YEAR WORK AUTHORIZATION

This Supplemental Work Authorization No. 2 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **December 17, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **HNTB Corporation** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. **2** dated effective **September 15**, **2020** (the "Work Authorization");

WHEREAS, pursuant to Article 14 of 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 Engineer 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 **$10,087,256** to **$10,647,505**. The supplemental Fee Schedule for this increase is attached hereto as Exhibit "D-2" (must be attached).

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.

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

ENGINEER:

By: DocuSigned by: Daniel J. Kellerman 6DAA031B30F74CA...
Signature

Daniel J. Kellerman, P.E.
Printed Name

Vice President
Title

9/9/2021
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Exhibit D-2: Supplemental Fee Schedule

DocuSign Envelope ID: 83BEE670-AD5D-469B-B63C-E699EA097D88

Williamson County Road Bond Program
General Engineering Consultant

EXHIBIT D-2
FEE SCHEDULE

Contract No. 70391
Supplemental No. 2
Work Authorization No. 2

	Sr. Project Manager	Project Manager	Sr. Engineer	Project Engineer	Design Engineer	EIT	CADD Technician	Environmental Specialist	Sr. Environmental Planner	Environmental Planner	Sr. Public Involvement Representative	Project Controls	**TOTALS**
County Road Improvement Projects	235	236	470	235	705	1,410	235	116	19	59	19	-	3,739
WORK AUTHORIZATION TOTALS	235	236	470	235	705	1,410	235	116	19	59	19	-	3,739
BILLING RATES	$ 277	$ 225	$ 202	$ 172	$ 136	$ 111	$ 81	$ 200	$ 157	$ 116	$ 118	$ 91	
TOTAL HNTB LABOR	$ 65,095	$ 53,100	$ 94,940	$ 40,420	$ 95,880	$ 156,510	$ 19,035	$ 23,200	$ 2,983	$ 6,844	$ 2,242	$ -	$ 560,249

	Total Hours	Expenses		Labor	Subconsultant Labor	**TOTAL FEE**
		Reproduction / Headlight	Travel			
HNTB Fee						
County Road Improvement Projects	3,739	$ -	$ -	$ 560,249		$ 560,249
SUBTOTAL	**3,739**					**$ 560,249**
JOB TOTALS	3,739	$ -	$ -	$ 560,249	$ -	$ 560,249

Commissioners Court - Regular Session **41.**

Meeting Date: 09/14/2021

HNTB 77139 WA3 Road and Bridge GEC

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $1,587,932.00 to expire September 30, 2022 under WilliamsonCounty Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road and Bridge Project Management, Design Management, and Construction Management.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 77139 WA3 Road and Bridge GEC

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/09/2021 11:16 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:55 AM
Form Started By: Vicky Edwards		Started On: 09/09/2021 09:52 AM
Final Approval Date: 09/09/2021		

DocuSign Envelope ID: B496D060-7738-41E9-82E4-2BD8CBA9CAD5

WORK AUTHORIZATION NUMBER 03

This Work Authorization is made as of this 1st day of October 2021, under the terms and conditions established in the Agreement for Engineering Services **(**General Engineering Consultant (GEC) – Road and Bridge Project Management, Design Management, and Construction Management), dated December 17, 2019 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

> *Provide engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.*

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B.

Section B. - Schedule

This Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2022. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

October 1, 2021 – September 30, 2022

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of $1,587,932.00, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

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Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Work Authorization, County shall bear all costs incident to compliance with the following:

See Attached Exhibit A

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Work Authorization.

Williamson County, Texas (County)	HNTB Corporation (Engineer)
By: _____	By: DocuSigned by: Daniel J. Kellerman 6DAA031B30F74CA...
Name: _____	Name: Daniel J. Kellerman, P.E
Title: _____	Title: Vice President
Date: _____	Date: 9/9/2021

DocuSign Envelope ID: B496D060-7738-41E9-82E4-2BD8CBA9CAD5

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED
BY COUNTY

The services to be provided by COUNTY under the Agreement shall consist of the following items.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants.

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EXHIBIT B

SERVICES TO BE PROVIDED BY THE CONSULTANT

The services to be performed by the Consultant under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.

The Consultant will furnish materials required to perform the engineering services below.

Program Management

1. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.
2. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
3. Meet with Commissioners and County staff monthly to identify priority projects.
4. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
5. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
6. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
7. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
8. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
9. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.

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10. Meet with Texas Department of Transportation (TxDOT) representatives monthly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.

11. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.

12. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.

13. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of 2019 Road Bond projects. The team will also pursue all new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.

14. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County projects, as needed.

15. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.

16. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.

17. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.

18. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.

19. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.

20. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the projects.

21. Prepare and issue project documentation throughout the duration of the project.

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Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.

2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.

3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
   - Provide UC consultant with project list, location maps, and implementation schedule.
   - Facilitate coordination between the UC consultant and design consultants.
   - Review reasonableness of utility conflict strip maps.
   - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
   - Review and process utility agreements submitted by the UC consultant.
   - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
   - Review and process utility invoices submitted by the UC consultant.

4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
   - Prepare draft scope of work for each road project.
   - Review final scope of work submitted for each road project.
   - Review reasonableness of engineering fee estimate for each project.
   - Assist Client in negotiation of contracts with selected firms.
   - Conduct kick-off meeting with project firm/team.
   - Review QA/QC plans submitted by design firms for conformance with County requirements.
   - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
   - Provide design services for Road Bond projects when requested by County.
   - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
   - Review invoices, as requested.
   - Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
   - Oversee submission of plans to local governments, TxDOT, TxDOT Toll Operations Division (TOD), and Texas Commission on Environmental Quality (TCEQ), as required.
   - Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

5. Manage and oversee the Environmental consultant activities, including:
   - Facilitate coordination between the Environmental consultant and design consultant.

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- Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
- Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.

6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.

7. Manage and oversee survey firm activities, including:
   - Prepare or review survey scope of work for on-call or project specific work authorizations.
   - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
   - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
   - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.

8. Provide constructability reviews for each project, including:
   - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
   - Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
   - Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
   - Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
   - Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
   - Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
   - Review reasonableness of engineering fee estimate for each project.
   - Provide value engineering services for projects outside of scope and budget, as necessary.

9. Provide bid phase services, including:
   - Coordinate the preparation of the final bid documents.
   - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
   - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
   - Facilitate the pre-bid conference.
   - Prepare/distribute meeting minutes and sign-in sheet to attendees.

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- Assist County and design engineer with answering contractor questions during advertisement period.
- Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
- Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
- Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
- Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
- Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
- Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

1. Manage and oversee the construction of the projects, including:
   - Coordinate the preparation and execution of the construction contract documents.
   - Prepare and distribute Notice of Award to contractor.
   - Prepare and submit Notice of Intent to TCEQ and others, as required.
   - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
   - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
   - Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
   - Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
   - Prepare and distribute the Notice to Proceed to contractor.
   - Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
   - Review and evaluate contractor's construction schedule monthly.
   - Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
   - Receive and review/document subcontractor agreements.
   - Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
   - Attend weekly construction progress meetings.
   - Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
   - Photograph ongoing construction activities daily through construction of projects.
   - Prepare monthly construction update presentation for the Court.
   - Prepare and issue traffic control notifications to affected entities.
   - Perform and document traffic control inspections.
   - Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if

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applicable.

- Receive and review QC test results for compliance with the specifications.
- Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
- Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- Coordinate with bond holders as necessary in the event of default by the prime contractor.
- Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

2. Coordinate, schedule, and attend groundbreaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.

3. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.

4. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews

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may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

5. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.

6. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.

7. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.

8. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.

9. Coordinate with State agencies (TxDOT, TxDOT TOD, TCEQ) and local governments to facilitate construction of the projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.

10. Provide support to the County as requested in the event of a third-party claim.

11. Manage and oversee construction project close-out and warranty period, including:
    - Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
    - Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
    - Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
    - Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
    - Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
    - Review and approve final pay application and retainage release.
    - Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
    - Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
    - Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
    - Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

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Williamson County Road and Bridge
General Engineering Consultant

EXHIBIT C
FEE SCHEDULE

Contract No. 77139
Work Authorization No. 3

	Principal	Sr. Project Manager	Project Manager	Sr. Engineer	Project Engineer	EIT	Sr. CADD Technician	Environmental Specialist	Sr. Environmental Planner	Environmental Planner	Sr. Public Involvement Representative	Sr. Urban Planner	Urban Planner
October 1, 2021 - September 30, 2022	108	390	151	540	32	145	68	235	121	188	77	24	547
WORK AUTHORIZATION TOTALS	108	390	151	540	32	145	68	235	121	188	77	24	547
BILLING RATES	$ 364	$ 277	$ 225	$ 202	$ 172	$ 111	$ 162	$ 200	$ 157	$ 116	$ 118	$ 198	$ 113
TOTAL HNTB LABOR	$ 39,312	$ 108,030	$ 33,975	$ 109,080	$ 5,504	$ 16,095	$ 11,016	$ 47,000	$ 18,997	$ 21,808	$ 9,086	$ 4,752	$ 61,811

HNTB Fee	
October 1, 2021 - September 30, 2022	
SUBTOTAL	
DCS Engineering, LLC Fee	
October 1, 2021 - September 30, 2022	
SUBTOTAL	
Gray Engineering Fee	
October 1, 2021 - September 30, 2022	
SUBTOTAL	
JOB TOTALS	

Williamson County Road and Bridge
General Engineering Consultant

EXHIBIT C
FEE SCHEDULE

Contract No. 77139
Work Authorization No. 3

	ROW Agent	Construction Representative III	Construction Representative II	Sr. Developer	Sr. Business Manager	Project Analyst	Sr. Project Controls	Project Controls	Administrative Assistant	Intern	**TOTALS**
October 1, 2021 - September 30, 2022	32	2,129	4,258	24	24	270	-	91	24	28	9,510
WORK AUTHORIZATION TOTALS	32	2,129	4,258	24	24	270	-	91	24	28	9,510
BILLING RATES	$ 146	$ 137	$ 127	$ 174	$ 200	$ 97	$ 146	$ 91	$ 77	$ 76	
TOTAL HNTB LABOR	$ 4,672	$ 291,673	$ 540,766	$ 4,176	$ 4,800	$ 26,190	$ -	$ 8,281	$ 1,848	$ 2,128	$ 1,371,640

	Total Hours	Expenses		Labor	Subconsultant Fees	**TOTAL FEE**
		Print/Repro	Travel			
HNTB Fee						
October 1, 2021 - September 30, 2022	9,510	$ 10,000	$ 50,000	$ 1,371,640		$ 1,431,640
SUBTOTAL	**9,510**					**$ 1,431,640**
DCS Engineering, LLC Fee						
October 1, 2021 - September 30, 2022	682	$ 500	$ 500		$ 99,442	$ 100,442
SUBTOTAL	**682**					**$ 100,442**
Gray Engineering Fee						
October 1, 2021 - September 30, 2022	368	$ 275	$ 275		$ 55,300	$ 55,850
SUBTOTAL	**368**					**$ 55,850**
JOB TOTALS	9,878	$ 10,775	$ 50,775	$ 1,371,640	$ 154,742.00	$ 1,587,932

Commissioners Court - Regular Session **42.**

Meeting Date: 09/14/2021

Lone Star Paving Company T751 Change Order No 1

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1, to contract number IFB T751, in the amount of -$35,497.02 for CR 366 Milling and Overlay. Funding source: 01.0200.0210.003599

Background

This Change Order is a balancing Change Order. All work has been completed and punch list items appropriately resolved.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lone Star Paving Company T751 CO 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:44 AM
Form Started By: Vicky Edwards		Started On: 09/09/2021 10:10 AM
Final Approval Date: 09/09/2021		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Lone Star Paving Company

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:	#T751
Roadway:	*CR 366 Milling and Overlay*
Purchase Order Number:	

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: All

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions 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 9/1/2021

By Michael Crum

Typed/Printed Name Michael Crum

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: _____

Amount added by this change order: **($35,497.02)**

RECOMMENDED FOR EXECUTION:

9-2-21

Project Manager / Construction Observer — Date

09/02/21

Design Engineer — Date

9/8/21

Program Manager — Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

County Commissioner Precinct 1
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge

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

Commissioners Court - Regular Session **43.**

Meeting Date: 09/14/2021

Texas Materials Group Inc T2911 Change Order 1

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1, to contract IFB T2911, in the amount of $8,427.57 for Schultz-Meister Overlay. Funding source: 01.0200.0210.003599

Background

This Change Order is a balancing Change Order. All work has been completed and punch list items appropriately resolved.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Texas Materials Group Inc T2911 CO 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:45 AM
Form Started By: Vicky Edwards		Started On: 09/09/2021 10:11 AM
Final Approval Date: 09/09/2021		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Texas Materials Group Inc.

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: #T2911

Roadway: *Schultz- Meister Overlay*

Purchase Order Number: _____

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: All

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions 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 08-31-21

By _____

Typed/Printed Name Orion Fox

Typed/Printed Title Operations Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: _____

Amount added by this change order: $8,427.57

RECOMMENDED FOR EXECUTION:

_____ 8-31-21
Project Manager / Construction Observer — Date

_____ 08/31/2021
Design Engineer — Date

_____ 9/8/21
Program Manager — Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

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

☐ APPROVED County Judge — Date

WILLIAMSON COUNTY, TEXAS

Change Order 1 *Project #* #T2911

TABLE A: Force Account Work and Materials Placed into Stock

		LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

	ITEM		DESCRIPTION	UNIT	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		
					UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
1	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$2.50	1,878.00	$4,695.00	(804.00)	1,074.00	$2,685.00	($2,010.00)
2	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	$0.25	1,878.00	$469.50	(1,378.00)	500.00	$125.00	($344.50)
3	166	6001	FERTILIZER	AC	$1,000.00	0.40	$400.00	(0.30)	0.10	$100.00	($300.00)
4	168	6001	VEGETATIVE WATERING	MG	$15.00	233.00	$3,495.00	(233.00)	0.00	$0.00	($3,495.00)
5	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	$93.68	65.00	$6,089.20	35.00	100.00	$9,368.00	$3,278.80
6	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	$3.32	2,585.00	$8,582.20	(510.00)	2,075.00	$6,889.00	($1,693.20)
7	340	6011	D-GR HMA (SQ) TY-B PG64-22	TON	$75.31	845.00	$63,636.95	154.01	999.01	$75,235.44	$11,598.49
8	340	6122	D-GR HMA (SQ) TY-D PG70-22	TON	$82.85	894.00	$74,067.90	(41.84)	852.16	$70,601.46	($3,466.44)
9	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	$6.62	1,313.00	$8,692.06	0.00	1,313.00	$8,692.06	$0.00
10	354	6042	PLANE ASPH CONC PAV (8")	SY	$13.60	1,744.00	$23,718.40	436.70	2,180.70	$29,657.52	$5,939.12
11	500	6001	MOBILIZATION	LS	$7,427.41	1.00	$7,427.41	0.00	1.00	$7,427.41	$0.00
12	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$10,500.00	1.00	$10,500.00	0.00	1.00	$10,500.00	$0.00
13	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	$1.50	262.00	$393.00	0.00	262.00	$393.00	$0.00
14	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	$10.00	78.00	$780.00	(66.00)	12.00	$120.00	($660.00)
15	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.20	2,944.00	$588.80	0.00	2,944.00	$588.80	$0.00
16	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$2.00	78.00	$156.00	(66.00)	12.00	$24.00	($132.00)
17	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.20	5,248.00	$1,049.60	(536.00)	4,712.00	$942.40	($107.20)
18	666	6302	RE PM W/ RET REQ TY I (W) 4" (SLD) (090MIL)	LF	$1.25	2,944.00	$3,680.00	0.00	2,944.00	$3,680.00	$0.00
19	666	6314	RE PM W/ RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	$0.50	5,248.00	$2,624.00	(536.00)	4,712.00	$2,356.00	($268.00)
20	672	6009	REFL PAV MRKR TY II-A-A	EA	$8.75	66.00	$577.50	10.00	76.00	$665.00	$87.50
							$221,622.52			$230,050.09	$8,427.57

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

Commissioners Court - Regular Session **44.**

Meeting Date: 09/14/2021

Freese and Nichols 1511-030 WA2 SA4 Engr Design Svcs San Gabriel Ranch Rd

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 2 under Williamson County Contract between Freese and Nichols, Inc. and Williamson County dated April 7, 2016 for Engineering Design Services for the repair of San Gabriel Ranch Road. Funding source: P439.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Freese and Nichols 1511-030 WA2 SA4 Engr Design Svcs San Gabriel Ranch Rd

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Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/30/2021 01:57 PM
County Judge Exec Asst.	Becky Pruitt	08/31/2021 01:27 PM
Form Started By: Vicky Edwards		Started On: 08/30/2021 12:05 PM
Final Approval Date: 08/31/2021		

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY PROJECT:
Engineering Design Services for the repair of San Gabriel Ranch Road

This Supplemental Work Authorization No. 3 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **April 07, 2016** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Freese and Nichols, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective **August 14, 2018** (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 Engineer 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 September 30, 2022. The Services to be Provided by the Engineer 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. Engineer 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 Engineer 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 Engineer.

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 Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Victor M. Vasquez	Bill Gravell, Jr.
Printed Name	Printed Name
Principal	County Judge
Title	Title
Victor M. Vasquez Digitally signed by Victor M. Vasquez Location: Austin, Texas Contact Info: 512-614-3142 Date: 2021.08.30 10:19:01-05'00'	
08-30-2021	
Date	Date

Attachment C – Work Schedule

Freese & Nichols, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **45.**

Meeting Date: 09/14/2021

Lone Star Paving Co T1498 Change Order No 2

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 2, to contract number IFB T1498, in the amount of -$128,720.95 for the Shell Road and Shell Spur Milling, Sealing and Overlay Project. Funding source: 01.0200.0210.003599.

Background

This Change Order is a balancing Change Order. All work has been completed and punch list items appropriately resolved.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lone Star Paving Co T1498 Change Order No 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:43 AM
Form Started By: Vicky Edwards		Started On: 09/09/2021 10:02 AM
Final Approval Date: 09/09/2021		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: Lone Star Paving Company

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:	#T1498
Roadway:	*Shell Rd and Shell Spur Overlay*
Purchase Order Number:	

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: All

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions 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 9/7/2021

By _____

Typed/Printed Name Michael Crum

Typed/Printed Title PM

The following information must be provided

Time Ext. #: N/A Days added on this CO: _____

Amount added by this change order: ($128,720.95)

RECOMMENDED FOR EXECUTION:

_____ 9-7-21
Project Manager / Construction Observer Date

_____ 09/07/2021
Design Engineer Date

_____ 9/8/21
Program Manager Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date
APPROVED

WILLIAMSON COUNTY, TEXAS

Change Order 2 *Project #* *#T1498*

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
1606003	FURNISHING AND PLACING TOPSOIL (4")	SY	$7.00	1,219.00	$8,533.00	(1,219.00)	0.00	$0.00	($8,533.00)
1646033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	$3.00	1,219.00	$3,657.00	(1,219.00)	0.00	$0.00	($3,657.00)
1666001	FERTILIZER	AC	$1,250.00	1.00	$1,250.00	(1.00)	0.00	$0.00	($1,250.00)
1686001	VEGETATIVE WATERING	MG	$10.00	152.00	$1,520.00	(152.00)	0.00	$0.00	($1,520.00)
3166175	AGGR (TY-B GR-4 SAC-B)	CY	$150.00	374.00	$56,100.00	(98.00)	276.00	$41,400.00	($14,700.00)
3166466	ASPH (CHFRS-2P OR CRS-2P)	GAL	$3.25	15,052.00	$48,919.00	(1,497.00)	13,555.00	$44,053.75	($4,865.25)
3406122	D-GR HMA(SQ) TY-D PG70-22	TON	$93.00	4,731.00	$439,983.00	(978.42)	3,752.58	$348,989.94	($90,993.06)
3546021	PLANE ASPH CONC PAV (0" TO 2")	SY	$5.00	2,278.00	$11,390.00	141.89	2,419.89	$12,099.45	$709.45
5006001	MOBILIZATION	LS	$48,000.00	1.00	$48,000.00	0.00	1.00	$48,000.00	$0.00
5026001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$13,500.00	1.00	$13,500.00	0.00	1.00	$13,500.00	$0.00
6626111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	$1.00	1,243.00	$1,243.00	(667.00)	576.00	$576.00	($667.00)
6666047	REFL PAV MRK TY I (W) 24" (SLD) (090 MIL)	LF	$17.50	36.00	$630.00	(12.00)	24.00	$420.00	($210.00)
6666170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.11	21,208.00	$2,332.88	(1,669.00)	19,539.00	$2,149.29	($183.59)
6666182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$3.35	36.00	$120.60	(12.00)	24.00	$80.40	($40.20)
6666207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.11	24,864.00	$2,735.04	(1,795.95)	23,068.05	$2,537.49	($197.55)
6666302	RE PM W/RET REQ TY I (W) 4" (SLD) (090 MIL)	LF	$0.35	21,208.00	$7,422.80	(1,087.00)	20,121.00	$7,042.35	($380.45)
6666314	RE PM W/RET REQ TY I (Y) 4" (SLD) (090 MIL)	LF	$0.35	24,864.00	$8,702.40	(1,298.00)	23,566.00	$8,248.10	($454.30)
6726009	REFL PAV MRKR TY II-AA	EA	$8.25	311.00	$2,565.75	(52.00)	259.00	$2,136.75	($429.00)
						0.00			
	Change Order 1					0.00			
						0.00			
1606003	FURNISHING AND PLACING TOPSOIL (4")	SY	$7.00	5,192.00	$36,344.00	609.00	5,801.00	$40,607.00	$4,263.00
1646033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	$3.00	5,192.00	$15,576.00	609.00	5,801.00	$17,403.00	$1,827.00
1666001	FERTILIZER	AC	$1,250.00	2.00	$2,500.00	(0.80)	1.20	$1,500.00	($1,000.00)
1686001	VEGETATIVE WATERING	MG	$10.00	644.00	$6,440.00	(644.00)	0.00	$0.00	($6,440.00)
5026001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$13,500.00	0.50	$6,750.00	0.00	0.50	$6,750.00	$0.00
						0.00			
						0.00			
					$726,214.47			$597,493.52	($128,720.95)

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

Commissioners Court - Regular Session **46.**

Meeting Date: 09/14/2021

Order regarding annexation by City of Georgetown Texas of Higgs Road

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

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

Agenda Category: Consent

Information

Agenda Item

Order regarding annexation by the City of Georgetown, Texas of Higgs Road.

Background

This Order is pursuant to Section 43.1055 of the Texas Local Government Code.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Higgs Rd annexation order with exhibit

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:56 AM
Form Started By: Adam Boatright		Started On: 09/09/2021 11:33 AM
Final Approval Date: 09/09/2021		

ORDER REGARDING ANNEXATION BY CITY OF GEORGETOWN, TEXAS OF HIGGS ROAD

WHEREAS, Williamson County (the "County") owns and maintains a portion of County Road 111 between Westinghouse Road and Southwestern Boulevard known as Higgs Road ("Higgs Road"); and

WHEREAS, in 2019, additional right-of-way for Higgs Road was granted to the County by a special warranty deed recorded in Document No. 2019102077 of the Official Public Records of Williamson County, Texas (the "Additional Right-of-Way") (together, Higgs Road and the Additional Right-of-Way comprise the "Property"); and

WHEREAS, the City of Georgetown, Texas (the "City") is in the process of annexing or has already annexed certain properties adjacent to the Property and desires to also annex the Property; and

WHEREAS, Section 43.1055 of the Texas Local Government Code allows the County to request municipal annexation of county roadways;

NOW, THEREFORE, the Commissioners Court of Williamson County, Texas does hereby order the following:

1. The County hereby requests that the City annex the Property as described in Exhibit "A", attached hereto and incorporated herein, into the city limits of Georgetown, Texas.

SIGNED this _____ day of _____, 2021.

(signatures on the following page)

COUNTY JUDGE
WILLIAM GRAVELL, JR.

Attest:

Nancy Rister, County Clerk

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A RECORD 3.038 ACRE (132,357 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOSEPH MOTT SURVEY, ABSTRACT NO. 427, THE CALVIN BELL SURVEY, ABSTRACT NO. 112 AND THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21 IN WILLIAMSON COUNTY, TEXAS, SAID 3.038 ACRES BEING A PORTION OF HIGGS ROAD (RIGHT-OF-WAY WIDTH VARIES), SAID 3.038 ACRE (132,357 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY RECORD METES AND BOUNDS AS FOLLOWS:

BEGINNING at the calculated southeasterly corner of Final Plat of Kasper, Section 7, a subdivision of record in Document No. 2019007294 of the Official Public Records of Williamson County, Texas, same being the intersection with the westerly ROW line of said portion of C.R. 111 (Higgs Road) and the existing northerly ROW line of said C.R. 111 (Westinghouse Road), depicted as the southeasterly corner of a 0.83 acre R.O.W. dedication by said plat, same being an ell corner in the westerly boundary line of City of Georgetown Corporate Limits as cited in City Annexation Ordinance 2016 - 13, also being the ostensible survey lines between Joseph Mott Survey, Abstract No. 427 and the Calvin Bell Survey, Abstract No. 112, and **POINT OF BEGINNING** of the herein described Annexation tract;

THENCE, departing said Westinghouse Road and said ostensible Survey line, with the westerly and northerly ROW line of said Higgs Road, being the easterly line of said City of Georgetown Corporate Limits (Annexation Ordinance tract No. 2016 - 13), same being the westerly boundary line of the herein described tract, the following two (2) record courses:

1) **N 19°59'46" W,** at a record distance of 1208.25 feet, pass the northeasterly corner of said Kasper, Section 7, same being an angle point in the southerly boundary line of Final Plat of Kasper, Section 6B (southerly corner of Lot 42, Block V), a subdivision of record in Document No. 2019005990 of the Official Public Records of Williamson County, Texas, and continuing with said southerly boundary line for a total distance of **1313.48** feet, to a calculated ell corner;

2) **N 68°51'49" E,** at a record distance of 190.46 feet, pass the southeasterly corner of said Kasper, Section 6B, same being the southwesterly corner of Final Plat of Kasper, Section 6A (southwesterly corner Lot 37, Block V), and continuing for a total record distance of **1209.44** feet, being the southeasterly corner of said Kasper, Section 6A, same being the southwesterly corner of Amended Final Plat of Kasper, Section 1 (southwesterly corner of a variable width strip of land dedicated as ROW per said Plat), same being an angle point in the westerly boundary line of the City of Georgetown Corporate Limits (Annexation Ordinance tract No. 2019-51);

3) **THENCE,** departing said northerly ROW line, crossing said Higgs Road, with said westerly boundary line of City Annexation tract No. 2019-51, **S 41°32'56" E,** for a distance of **68.75** feet to the existing southerly ROW line of said C.R. 110, being the northerly boundary line of that called 21.39 acre tract of land described in General Warranty Deed to Air W 2017-7, L.P. recorded in Document No. 2020092414 of the Official Public Records of Williamson County, Texas;

THENCE, with the northeasterly ROW line of C.R. 110, transitioning into the northerly ROW line of said Higgs Road (C.R. 111), same being the northerly and westerly boundary line of said 21.39 tract, and in part the northerly and westerly boundary line of that called 29.52 acre (Tract 2) of land described in a General Warranty Deed to 800 Westinghouse Investments, LLC recorded in Document No. 2020092413 of the Official Public Records of Williamson County, Texas, the following six (6) courses:

4) **S 81°16'54" W,** for a record distance of **83.04** feet to a calculated angle point, same being the northeasterly corner of that called 0.43 acre additional ROW dedication per recorded in Document No. 2019102077 of the Official Public Records of Williamson County, Texas, for an angle point hereof;

5) With the easterly line of said 0.43 acre ROW dedication, **S 23°07'21" E,** for a record distance of **6.07** feet to a calculated ell corner;

6) **S 70°29'52" W,** for a record distance of **55.87** feet to a calculated angle point;

7) **S 69°01'31" W,** for a record distance of **925.20** feet to the calculated point of curvature to the left;

8) Along said record curve to the left, having a delta angle of **89°10'45",** a radius of **120.69** feet, an arc length of **187.85** feet and a chord which bears **S 24°26'08" W,** for a distance of **169.45** feet to a calculated point of tangency;

9) **S 20°09'15" E,** for a record distance of **1063.42** feet to the southeasterly corner of said 0.43 acre ROW dedication tract, for an ell corner in said easterly ROW line of Higgs Road (C.R. 111), being in the westerly boundary line of said 21.39 acre tract, for an ell corner herein;

THENCE, with the westerly boundary line of said 21.39 acre tract, also being the existing easterly ROW line of said Higgs Road, the following three (3) courses:

10) With the southerly line of said 0.43 acre ROW dedication tract, **S 66°23'48" W** (record S 66°26'55" W), for a record distance of **4.82** feet to the southwesterly corner of said 0.43 acre ROW tract, for a calculated ell corner;

11) Departing said 0.43 acre ROW tract, **S 20°26'31" E,** for a record distance of **8.03** feet to a calculated angle point;

12) **S 01°05'19" W,** for a record distance of **52.78** feet to a calculated point, being the southwesterly corner of said 21.39 acre tract, same being the northwesterly corner of that called 1.28 acre (southerly 1/2 of said future Westinghouse Road) ROW dedication tract per Document No. 2013101018, of the Official Public Records of Williamson County, Texas, for a point on line;

13) **THENCE,** departing said 21.39 acre tract, with the westerly boundary of Block D, Lot 1, of said Document No. 2013101018, same being said existing easterly ROW line of said Higgs Road, **S 01°05'19" W,** for a record distance of **31.14** feet, for a calculated angle point;

14) **THENCE,** departing said westerly ROW line, crossing said Higgs Road, **S 76°46'28" W,** for a distance of **21.94** feet to the **POINT OF BEGINNING,** containing 3.038 acres (132,357 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

This document was prepared under 22 TAC §663.2, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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 was determined from record information under my direct supervision.

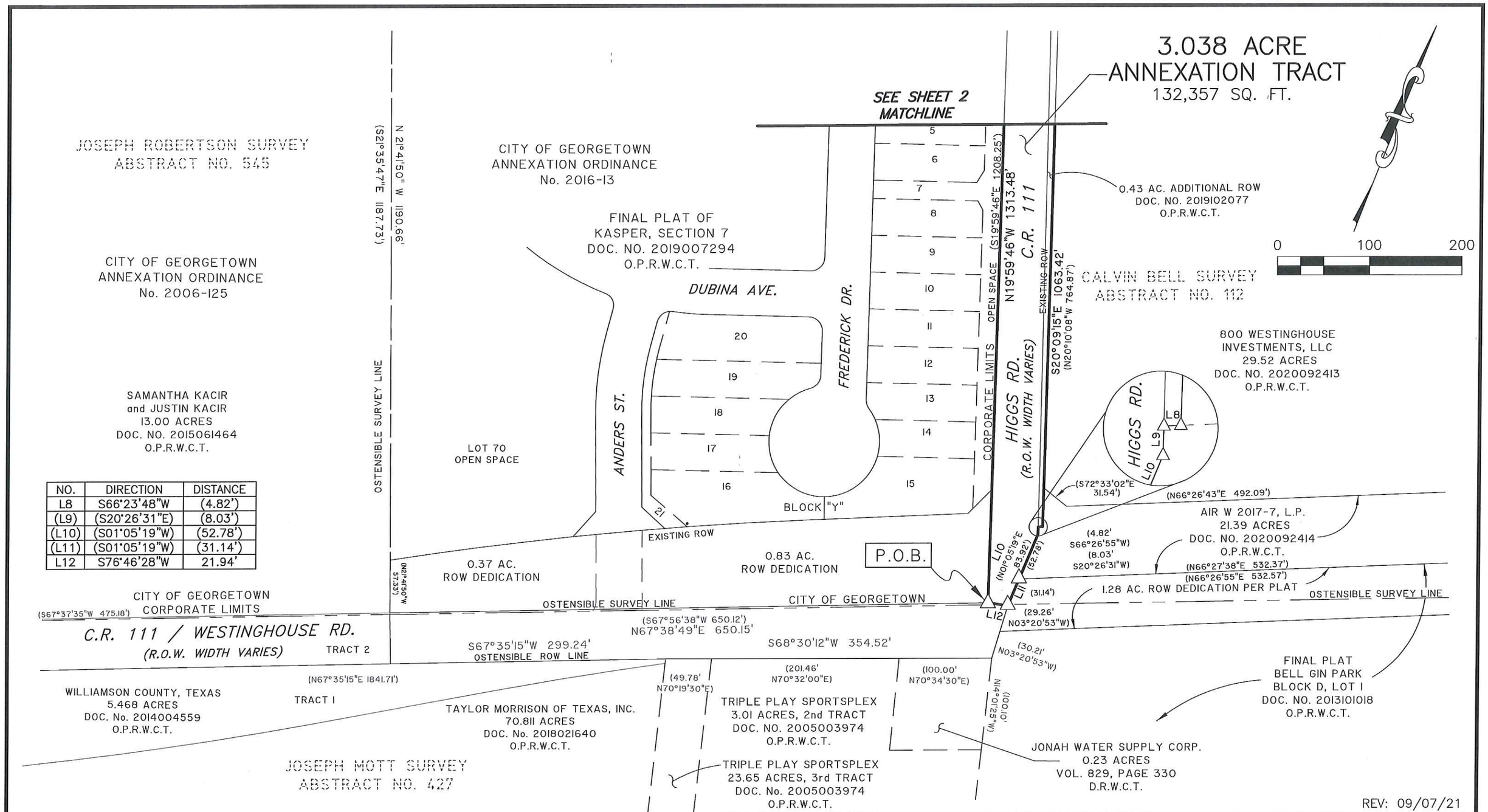
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 8 AUG 2021

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
(512) 238-1200

Date

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR



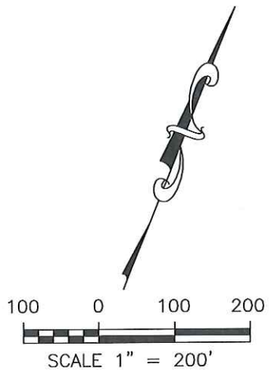
NO.	DIRECTION	DISTANCE
L8	S66°23'48"W	(4.82')
(L9)	(S20°26'31"E)	(8.03')
(L10)	(S01°05'19"W)	(52.78')
(L11)	(S01°05'19"W)	(31.14')
L12	S76°46'28"W	21.94'

REV: 09/07/21

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

CITY OF GEORGETOWN, TEXAS
2019 ANNEXATION TRACT 3 (HIGGS ROAD (WESTINGHOUSE TO ROCKRIDE LANE)
3.038 ACRE
132,357 SQ. FT.

S:_CITY OF GTOWN\WESTINGHOUSE RD-CR 111-GEO ANNEX DESC\WESTINGHOUSE EAST ROW\EAST END-PT2\PARCEL\SHT 1\COG-WESTINGHOUSE-EAST-ANNEX-SHT 1-REV.dwg



LEGEND

△	CALCULATED POINT
℄	PROPERTY LINE
⟋⟍	LINE DISTANCE BREAK
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
(C1)	(89°10'45")	(120.69')	(187.85')	(169.45')	(S24°26'08"E)

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are grid values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

3) Tract bearings and distances shown hereon are either record information or calculated bearings and distances based on record information and are utilized for area calculations.

4) This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

WILLIAM ADDISON SURVEY
ABSTRACT NO. 21

CITY OF GEORGETOWN
ANNEXATION ORDINANCE
No. 2016-13

22.896 ACRE
ANNEXATION IN CITY
ORDINANCE 2018-70

SOUTH ROCKRIDE SUBDIVISION
FINAL PLAT
DOC. NO. 201903401 2
O.P.R.W.C.T.

GEORGETOWN INDEPENDENT
SCHOOL DISTRICT
21.734 ACRES
DOC. NO. 2017086886
O.P.R.W.C.T.

ROW DEDICATION TRACT
0.510 ACRES
DOC. NO. 201903401 2
O.P.R.W.C.T.

FINAL PLAT OF
KASPER, SECTION 4
DOC. NO. 2018012746
O.P.R.W.C.T.

FAIRHAVEN GATEWAY

FINAL PLAT OF
KASPER, SECTION 6B
DOC. NO. 2019005990
O.P.R.W.C.T.

FINAL PLAT OF
KASPER, SECTION 6A
DOC. NO. 2019004209
O.P.R.W.C.T.

BRUNNEN WAY

MARIENFELD LANE

ROW DEDICATION PER
AMENDED FINAL PLAT OF
KASPER, SECTION I
DOC. 2018094848

722 GUNTER, LLC
6.755 ACRES
DOC. NO. 2019086803
O.P.R.W.C.T.

DUBINA AVE.

C.R. 111

HIGGS ROAD
(R.O.W. WIDTH VARIES)

C.R. 110

ROCKRIDE LANE
(R.O.W. WIDTH VARIES)

OSTENSIBLE SURVEY LINE

JOSEPH ROBERTSON SURVEY
ABSTRACT NO. 545

SAMANTHA KACIR
and JUSTIN KACIR
13.00 ACRES
DOC. NO. 2015061464
O.P.R.W.C.T.

CITY OF GEORGETOWN
ANNEXATION ORDINANCE
No. 2006-125

FINAL PLATOF
KASPER, SECTION 7
DOC. NO. 2019007294
O.P.R.W.C.T.

FREDERICK DR.

HOF ST.

SEE SHEET 1
MATCHLINE

**3.038 ACRE
ANNEXATION TRACT
132,357 SQ. FT.**

0.43 AC.
ADDITIONAL ROW
DOC. NO. 2019102077
O.P.R.W.C.T.

CALVIN BELL SURVEY
ABSTRACT NO. 112

800 WESTINGHOUSE
INVESTMENTS, LLC
29.52 ACRES
TRACT 2
DOC. NO. 2020092413
O.P.R.W.C.T.

CITY OF GEORGETOWN CORPORATE LIMITS

6.496 ACRE
ANNEXATION IN CITY
ORDINANCE 2019-51

AIR W 2017-7, L.P.
21.39 ACRES
DOC. NO. 2020092414
O.P.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	S41°32'56"E	68.75'
(L1)	(S41°20'03"E)	(68.42')
(L2)	(S81°16'54"W)	(83.04')
(L3)	(S23°07'21"E)	(6.07')
(L4)	(S70°29'52"W)	(55.87')

I HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON WAS DETERMINED FROM RECORD INFORMATION UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 8 SEP 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

REV: 09/07/21

CITY OF GEORGETOWN, TEXAS
2019 ANNEXATION TRACT 3 (HIGGS ROAD (WESTINGHOUSE TO ROCKRIDE LANE)
3.038 ACRE
132,357 SQ. FT.

S:_CITY OF GTOWN\WESTINGHOUSE RD-CR 111-GEO ANNEX DESC\WESTINGHOUSE EAST ROW\EAST END-PT2\PARCEL\SHT 2\COG-WESTINGHOUSE-EAST-ANNEX-SHT 2-REV.dwg

Commissioners Court - Regular Session **47.**

Meeting Date: 09/14/2021

Final plat for the Arrowwood subdivision – Pct 2

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Arrowwood subdivision – Precinct 2.

Background

This subdivision consists of 2 residential lots and no new public roads.

Timeline

2021-06-30 – initial submittal of the final plat
2021-07-30 – 1st review complete with comments
2021-08-03 – 2nd submittal of final plat
2021-08-18 – 2nd review complete with comments clear
2021-09-07 – receipt of final plat with all signatures
2021-09-09 – final plat placed on the September 14, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Arrowwood

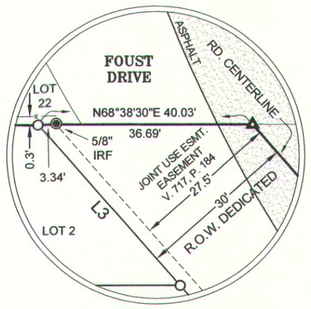
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:45 AM
Form Started By: Adam Boatright		Started On: 09/09/2021 10:46 AM
Final Approval Date: 09/09/2021		

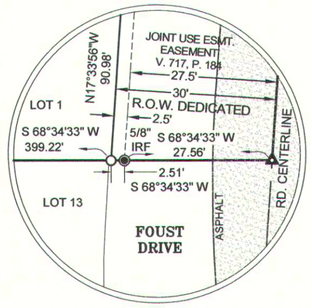
FINAL PLAT OF

ARROWWOOD SUBDIVISION

BEING 8.191 (356,805 SF) ACRES OF LAND OUT OF THE ADAM CEPPES SURVEY, ABSTRACT NO. 692, WILLIAMSON COUNTY, TEXAS



DETAIL "A"
SCALE: 1" = 20'



DETAIL "B"
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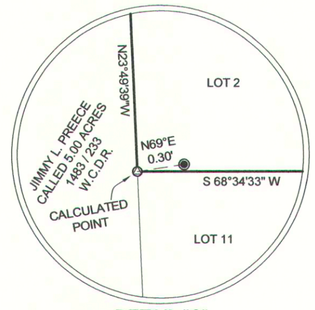
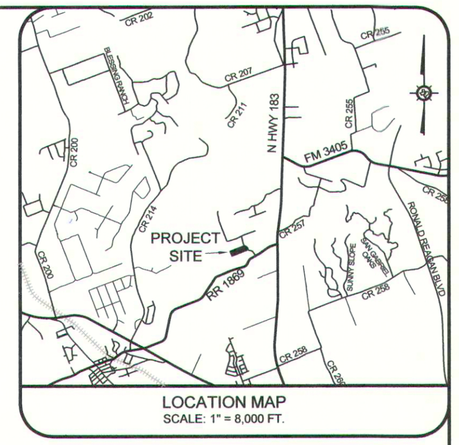
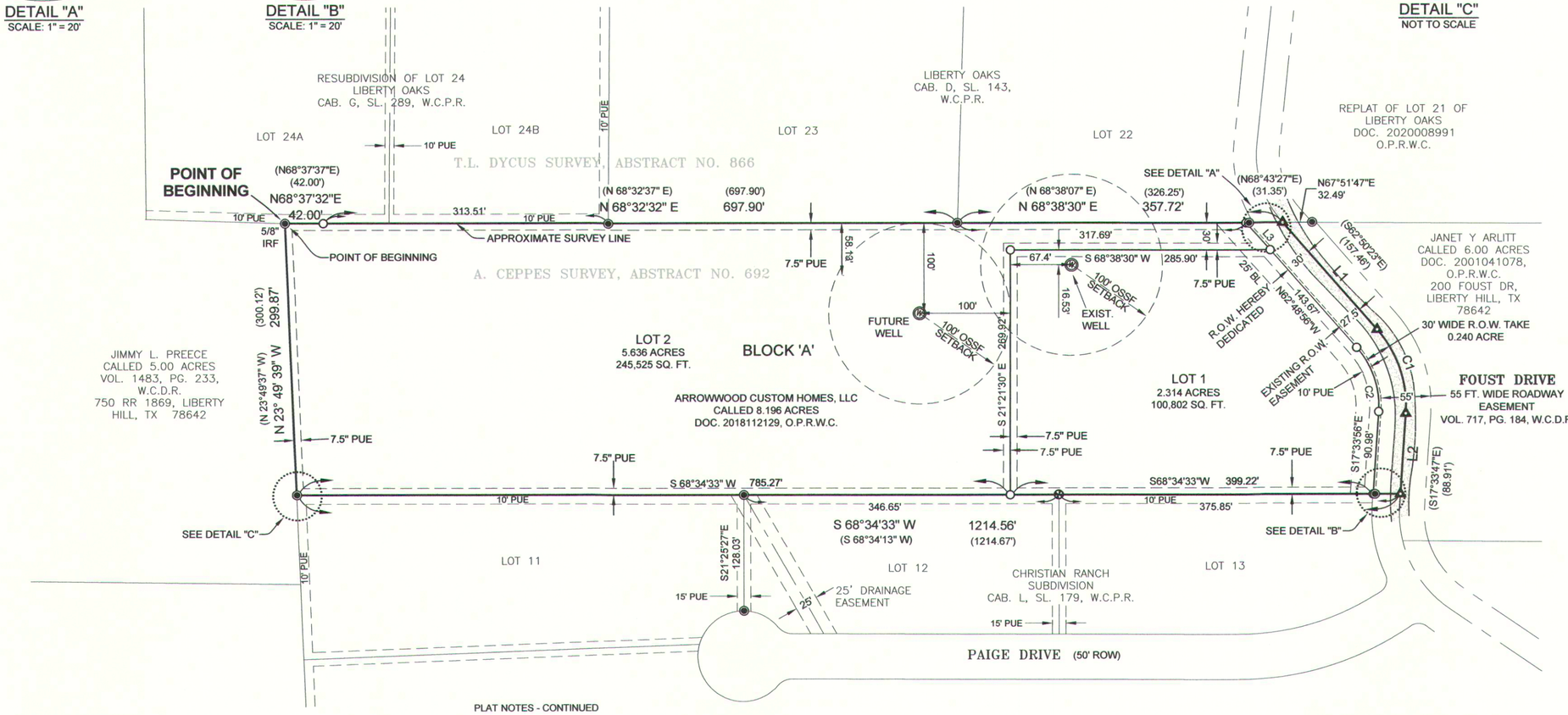


DETAIL "C"
NOT TO SCALE



LOCATION MAP
SCALE: 1" = 8,000 FT.



0 100 200 Feet
SCALE: 1" = 100'

SUBMITTAL DATE: JULY 6, 2021

OWNER: ARROWWOOD CUSTOM HOMES, LLC
AUSTIN LUEDTKE, PRESIDENT
3801 CR 258
LIBERTY HILL, TEXAS 78642
arrowwoodcustomhomes@gmail.com
PHONE: 512 850-8270

ACREAGE: 8.191 ACRES

PATENT SURVEY: ADAM CEPPES, ABSTRACT NO. 692

SURVEYOR: HAYNIE CONSULTING, INC.
TIMOTHY E. HAYNIE, RPLS
1010 PROVIDENT LANE
ROUND ROCK, TX 78664-3276
(tehaynie@haynieconsulting.com)
PHONE: (512) 837-2446

ENGINEER: HAYNIE CONSULTING, INC.
TIM HAYNIE, PE
1010 PROVIDENT LANE
ROUND ROCK, TX 78664-3276
(thaynie@haynieconsulting.com)
PHONE: (512) 837-2446

NUMBER OF BLOCKS: 1

NUMBER OF LOTS: 2 RESIDENTIAL LOTS

THERE ARE NO NEW STREETS PROPOSED FOR THIS SUBDIVISION.

PLAT NOTES

1. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
2. A SEVEN AND A HALF FOOT (7.5') P.U.E. ABUTTING ALL LOT SIDE AND REAR LOT LINES IS HEREBY DEDICATED EXCEPT WHERE A TEN FOOT (10') P.U.E. ABUTTING RIGHT-OF-WAY LINES IS HEREBY DEDICATED.
3. 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.
4. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN 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.
5. ALL DRIVEWAYS ONTO RURAL COUNTY ROADS WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY ENGINEER'S OFFICE PRIOR TO CONSTRUCTION.
6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
7. 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.
8. 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.
9. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0235F, EFFECTIVE DATE DECEMBER 20 , 2019 FOR WILLIAMSON COUNTY, TEXAS.
10. LOTS 1 AND 2 OF THIS SUBDIVISION MAY NOT BE FURTHER SUBDIVIDED.
11. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
12. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
13. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
14. EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, 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, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
15. THIS DEVEOLPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.

PLAT NOTES - CONTINUED

16. DRIVEWAY SPACING ON WILLIAMSON COUNTY ROADS SHALL BE NO CLOSER THAN 100 FT MEASURED FROM CENTER TO CENTER.
17. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
18. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF -WAY OR ROAD WIDEN ING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
19. UTILITY SERVICE PROVIDERS: WATER SERVICE IS PROVIDED BY THE CITY OF GEORGETOWN FOR LOT 1, BLOCK A, AND A PRIVATE WELL WILL SERVICE LOT 2, BLOCK A. WASTEWATER SERVICE IS PROVIDED BY ON-SITE SEWAGE FACILITY.
20. 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.

DRIVEWAY CULVERT TABLE			
LOT #	SIDE	STYLE	10-YEAR FLOW RATE
1	EAST	DIP	0.82*

*FLOW RATE CALCULATED AT THE MOST SE CORNER OF LOT 1.

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S62°48'56"E	157.20'
L2	S17°33'56"E	88.95'
L3	S62°48'56"E	40.03'

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	100.70'	127.50'	045°15'03"	S40° 11' 26"E	98.10'
C2	77.00'	97.50'	045°15'03"	S40° 11' 26"E	75.02'
(C1)	(100.69')		(45°14'46")	(S40°11'21"E)	(98.09')

LEGEND

- ○ 1/2-INCH IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HAYNIE CONSULTING" SET
- ◉ 1/2-INCH IRON ROD FOUND (IRF) UNLESS OTHERWISE NOTED
- ⊛ FOUND COTTON SPINDLE
- ▲ SET "MAG" NAIL IN ASPHALT
- () RECORD INFORMATION
- R.O.W. RIGHT-OF-WAY
- W.C.P.R. WILLIAMSON COUNTY PLAT RECORDS
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- W.C.D.R. WILLIAMSON COUNTY DEED RECORDS

BENCHMARK:

THE CENTER TOP OF AN EXISTING WELL IN LOT 1 AS SHOWN. ELEVATION: 980.50'

VERTICAL DATUM:
NORTH AMERICAN VERTICAL DATUM OF 1988, (NAVD'88), COMPUTED FROM GPS VECTORS AND GEOID18:

HORIZONTAL DATUM:

1. BEARINGS OF LINES REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS.

2. DISTANCES EXPRESSED IN U.S. SURVEY FEET SCALED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.99985371. SURFACE DISTANCE = GRID DISTANCE / 0.99985371.

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

SHEET NO. 1 OF 2

DRAWN BY: PJY, KS
CHECKED BY: BJ
PROJ. #: 735-21-01

PLOT TIME: Aug 27, 2021 - 12:21pm
DRAWING X:\735 Austin Luedtke\735-2101 211 Foust Drive\Survey Project Folder\Drawings\735-21-01 Arrowwood Final Plat.dwg

FINAL PLAT OF

ARROWWOOD SUBDIVISION

BEING 8.191 (356,805 SF) ACRES OF LAND OUT OF THE ADAM CEPPES SURVEY, ABSTRACT NO. 692, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, AUSTIN LUEDTKE, PRESIDENT, ARROWWOOD CUSTOM HOMES, LLC, AS OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2018112129 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE IS A LIEN HOLDER OF THE CERTAIN TRACT OF LAND AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "**ARROWWOOD SUBDIVISION**".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 1st DAY OF September, 20 21 A.D.

AUSTIN LUEDTKE, PRESIDENT, ARROWWOOD CUSTOM HOMES, LLC,
3801 CR 258
LIBERTY HILL, TEXAS 78642

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 1st DAY OF September, 20 21 A.D, BY AUSTIN LUEDTKE, AUTHORIZED SIGNER FOR ARROWWOOD CUSTOM HOMES, LLC, ON BEHALF OF SAID ARROWWOOD CUSTOM HOMES, LLC.

NOTARY PUBLIC, STATE OF TEXAS

CARRIE E. RAMPY
My Notary ID # 124409522
Expires December 3, 2022

PRINTED NAME: Carrie E. Rampy

MY COMMISSION EXPIRES: 12·03·2022

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

KNOW ALL MEN BY THESE PRESENTS THAT EAGLE BANK, A BRANCH OF ROUND TOP STATE BANK, THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND RECORDED IN DOCUMENT NO. 2018112130 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF 8.191 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC USE FOREVER THE STREETS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

WITNESS MY HAND THIS THE 1st DAY OF September, 20 21 A.D.

REGINA WHARTON, SR. VICE PRESIDENT, EAGLE BANK
AUTHORIZED SIGNER FOR EAGLE BANK, A BRANCH OF ROUND TOP STATE BANK
2250 NORTH A.W. GRIMES BLVD.
ROUND ROCK, TX 78664

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED REGINA WHARTON, KNOWN TO BE ME TO BE WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 1 DAY OF Sept, 20 21 A.D.

NOTARY PUBLIC, STATE OF TEXAS

CECILY ANNE PANETTA
Notary Public, State of Texas
My Commission Expires
April 05, 2024
NOTARY ID 1220969-2

PRINTED NAME: Cecily Panetta

MY COMMISSION EXPIRES: April 5, 2024

WILLIAMSON COUNTY ONSITE SEWAGE FACILITIES (OSSF) NOTES:

1. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
2. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOODPLAIN LOCATED WITHIN THE BLUE LINE (SURVEY) AN APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
3. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OR MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
4. NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.
5. ALL RESIDENTIAL LOTS ARE 1 ACRE OR GREATER IN SIZE.
6. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY CITY OF GEORGETOWN FOR LOT 1. WATER SERVICE FOR LOT 2 WILL BE PROVIDED BY FUTURE WELL.
7. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
8. ON SITE SEWAGE FACILITY DISPOSAL FIELDS SHALL BE SET BACK FROM DRAINAGE WAYS, DRAINAGE EASEMENTS, AND WATER COURSES A DISTANCE OF 25, 50 OR 75 FEET AS SHOWN HEREON AND AS DETERMINED BY THE TYPE OF SEWAGE FACILITY INSTALLED AND AS REQUIRED BY WILLIAMSON COUNTY.
9. THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER POLLITION ABATEMENT PLAN (WPAP) IS NOT REQUIRED.

METES AND BOUNDS DESCRIPTION

Being 8.191 acres (356,805 sq. ft.) of land in the Adam Ceppes Survey, Abstract No. 692, in Williamson County, Texas and being all of a called 8.196 acre tract to Arrowwood Custom Homes, LLC as described in Document Number 2018112129 of the Official Public Records of Williamson County, (O.P.R.W.C.). Said 8.191 acres being more particularly located and described as follows; (Bearings of lines and distances refer to grid north of the Texas Coordinate System of 1983 (central zone) as computed from GPS vectors; Parenthetical tag labels, (i.e. L1, L2, etc.), refer to Line and Curve Tables as shown in the attached plat; This description is accompanied by and made a part of a subdivision plat):

BEGINNING at a 5/8-inch iron rod found in the approximate common Survey line of the said Adam Ceppes Survey and the T.L. Dycus Survey, Abstract No. 866, and in the Southerly boundary line of Lot 24A, Resubdivision of Lot 24 of Liberty Oaks as recorded in Cabinet G, Slide 289 of the Williamson County Plat Records, (W.C.P.R.), and at an Easterly corner of a called 5.00 acre tract to Jimmy L. Preece as described in Volume 1483, Page 233 of the Williamson County Deed Records, (W.C.D.R.), for the Northwest corner of **POINT OF BEGINNING** of this tract;

THENCE, with Southerly boundary lines of said Resubdivision of Lot 24 of Liberty Oaks and Liberty Oaks Subdivision as recorded in Cabinet D, Slide 143 of the W.C.P.R., the following 3 courses and distances:

1. North 68 degrees 37 minutes 32 seconds East, (N68°37'37"E), a distance of 42.00 feet to a 1/2-inch iron rod with a plastic cap stamped "HAYNIE CONSULTING" set for an angle point of this tract;
2. North 68 degrees 32 minutes 32 seconds East, (N68°32'37"E), passing at a distance of 313.51 feet a 1/2-inch iron rod found at the common Southerly corner of Lot 24B of said Resubdivision of Liberty Oaks and Lot 23 of said Liberty Oaks Subdivision, in all a total distance of 697.90 feet to a 1/2-inch iron rod found for the common Southerly corner of Lot 23 and Lot 22 of said Liberty Oaks Subdivision for an angle point of this tract;
3. North 68 degrees 38 minutes 30 seconds East, (N68°38'07"E), passing at a distance of 321.02 feet a 5/8-inch iron rod found in the existing Westerly easement line of Foust Drive, a 55 foot wide roadway easement as described in Volume 717, Page 184 of the W.C.D.R., in all a total distance of 357.72 feet to a mag nail set in asphalt in the centerline of said 55 foot wide roadway easement, for the common Northerly corner of said 8.196 acre tract and a called 6.00 acre tract to Janet Y. Arlitt as described in Document Number 2001041078 of the O.P.R.W.C., for the Northeast corner of this tract;

THENCE, with the centerline of said Foust Drive and said roadway easement, the following 3 courses and distances:

1. (L1) South 62 degrees 48 minutes 56 seconds East, (S62°50'23"E), a distance of 157.20, (157.46'), feet to a mag nail set in asphalt for the Point of Curvature of a curve to the right;
2. (C1) An arc distance of 100.70, (100.69'), feet with said curve to the right having a radius of 127.50 feet, a delta of 45 degrees 15 minutes 03 seconds, (45°14'46"), and a chord bearing and distance of South 40 degrees 11 minutes 26 seconds East, (S40°11'21"E), 98.10 feet, (98.09'), to a mag nail set in asphalt for a Point of Tangency;
3. (L2) South 17 degrees 33 minutes 56 seconds East, (S17°33'47"E), a distance of 88.95, (88.91'), feet to a mag nail set in asphalt at the common Easterly corner of said 8.196 acre tract and Christian Ranch Subdivision as recorded in Cabinet L, Slide 179 of the W.C.P.R. for the Southeast corner of this tract;

THENCE, S68°34'33"W, with the Northerly boundary line of said Christian Ranch Subdivision, passing at a distance of 27.56 feet a 5/8 iron rod found in the Westerly easement line of Foust Drive, at a distance of 375.85 feet a cotton spindle found at the common Northerly corner of Lot 12 and Lot 13 of said Christian Ranch Subdivision, at a distance of 722.51 feet a 1/2-inch iron rod found at the common Northerly corner of said Lot 12 and Lot 11 of said Christian Ranch Subdivision, in all a total distance of 1,214.56, (1214.67'), feet to a calculated point in an Easterly boundary line of said 5.00 acre tract at the Northwest corner of said Lot 11 for the Southwest corner of said 8.196 acre tract and the Southwest corner of this tract, from which a 1/2-inch iron rod found bears North 69 degrees East a distance of 0.30 feet;

THENCE, North 23 degrees 49 minutes 39 seconds West, (N23°49'37"W), with an Easterly boundary line of said 5.00 acre tract, a distance of 299.87 feet, (300.12 feet), to the **POINT OF BEGINNING** and containing a computed area of 8.191 acres (356,805 sq. ft.) of land.

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF) APPROVAL

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS 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.

FOR J. TERRON EVERTSON, PE, DR, CFM
WILLIAMSON COUNTY ENGINEER Adam D. Boatright

9/8/2021
DATE

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 1 DAY OF September, 20 21 A.D.

PRINTED NAME: Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE WILLIAMSON COUNTY SUBDIVISION SPECIFICATIONS, AND FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE EVIDENCE FOUND ON THE GROUND AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

TIMOTHY E. HAYNIE
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 2380 - STATE OF TEXAS
HAYNIE CONSULTING INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

08·31·2021
DATE

STATE OF TEXAS OF REGISTERED TIMOTHY E. HAYNIE 2380 PROFESSIONAL LAND SURVEYOR

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

I, TIMOTHY E. HAYNIE, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE 'A' OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM) COMMUNITY PANEL NO. 48491C0235F, EFFECTIVE DATE OF DECEMBER 20, 2019, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHT-OF-WAY AND /OR DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAT.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AS INDICATED ON THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY EDWARDS AQUIFER RECHARGE ZONE MAPS.

TIM HAYNIE
LICENSED PROFESSIONAL ENGINEER
No. 91819 - STATE OF TEXAS
HAYNIE CONSULTING INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

31·Aug·2021
DATE

STATE OF TEXAS OF TIM HAYNIE 91819 LICENSED PROFESSIONAL ENGINEER

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

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

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

DATE

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

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK ____.M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK ___.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN 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

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

DRAWN BY: PJY, KS
CHECKED BY: BJ
PROJ. #: 735-21-01

PLOT TIME: Aug 30, 2021 - 3:53pm
DRAWING: X:\735 Austin Luedtke\735-2101 211 Foust Drive\Survey Project Folder\Drawings\735-21-01 Arrowwood Final Plat.dwg

Commissioners Court - Regular Session **48.**

Meeting Date: 09/14/2021

Final plat for the Rio Lobo Phase 2 subdivision – Pct 3

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Rio Lobo Phase 2 subdivision – Precinct 3.

Background

This is the next phase of the Rio Lobo development. It consists of 109 single family lots, 3 drainage/open space lots and 2,545 feet of new public roads. Roadway and drainage construction is not yet complete, but a financial security in the amount of $14,035.99 has been posted with the County to cover the cost of the remaining construction.

Timeline

2021-05-18 – initial submittal of the final plat
2021-06-17 – 1st review complete with comments
2021-06-30 – 2nd submittal of final plat
2021-07-13 – 2nd review complete with comments
2021-07-19 – 3rd submittal of final plat
2021-07-27 – 3rd review complete with minor comments
2021-09-07 – 4th submittal of final plat
2021-09-08 – receipt of financial security for the remaining construction
2021-09-08 – 4th review complete with comments clear
2021-09-09 – final plat placed on the September 14, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

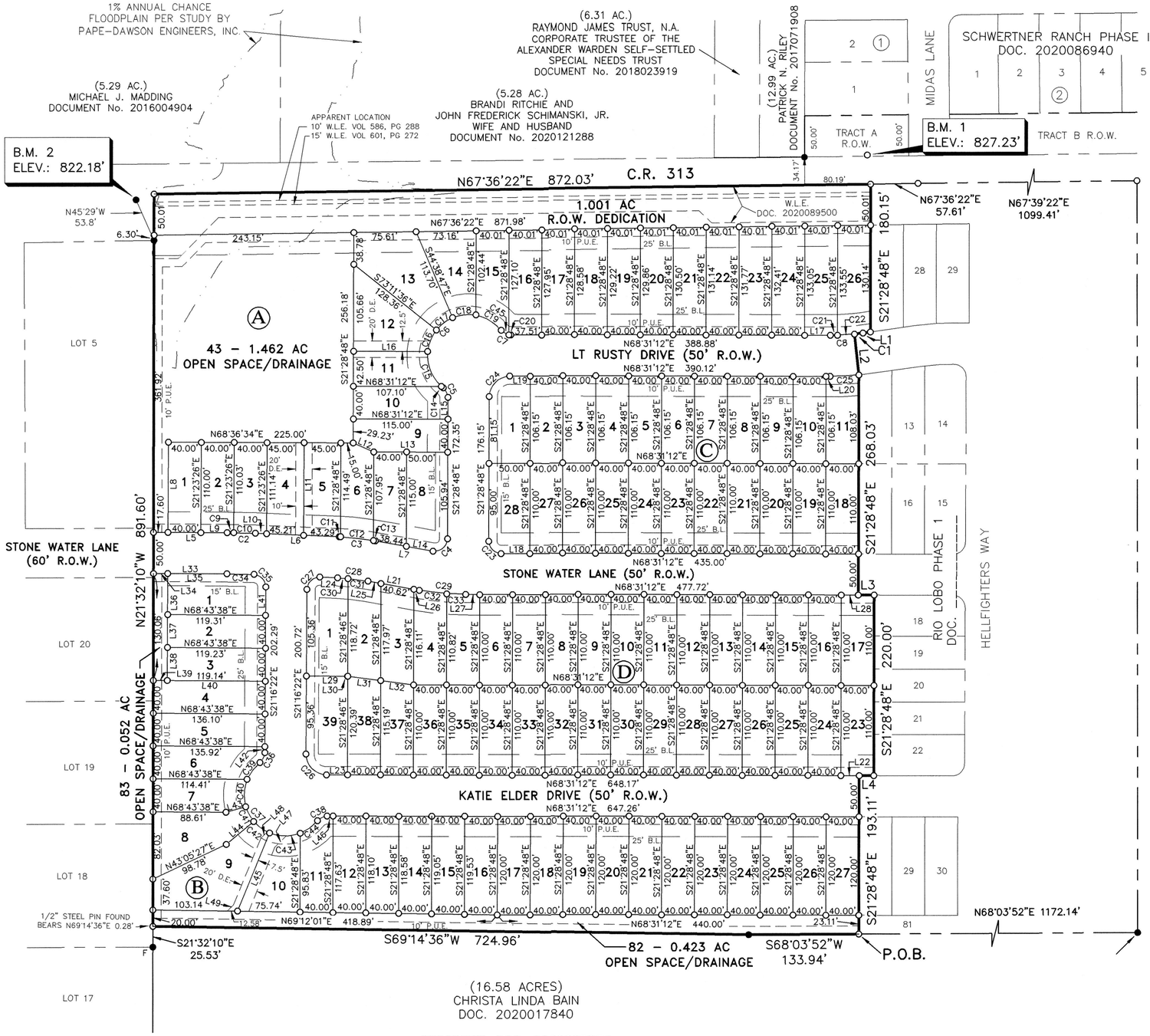
Attachments

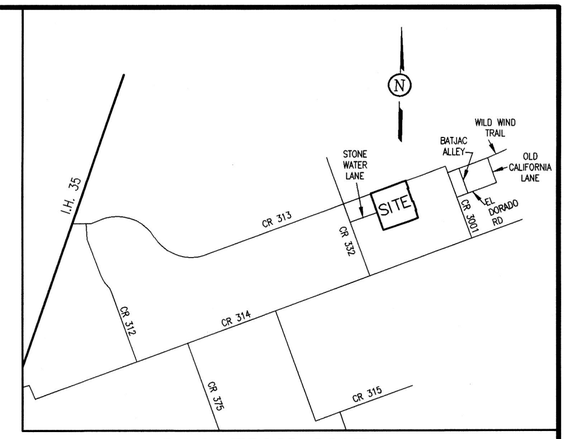
final plat - Rio Lobo Ph 2

Form Review

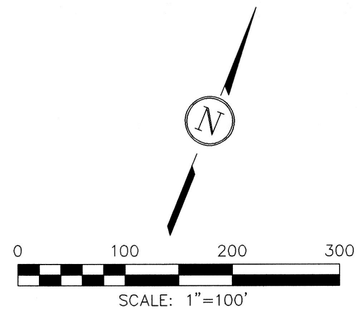
Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:46 AM
Form Started By: Adam Boatright		Started On: 09/09/2021 11:03 AM
Final Approval Date: 09/09/2021		

FINAL PLAT
RIO LOBO PHASE 2





LOCATION MAP
NOT TO SCALE



LEGAL DESCRIPTION:
17.952 ACRES OUT OF THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS

OWNER:
SONWEST CO.
3939 BEE CAVE ROAD, SUITE C-100
AUSTIN, TEXAS 78746

ENGINEER:
MICHAEL S. FISHER, P.E.
PAPE-DAWSON ENGINEERS, INC.
FIRM NO. 470
10801 NORTH MOPAC EXPRESSWAY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759
PH: (512) 454-8711

SURVEYOR:
TIMOTHY A. LENZ, R.P.L.S.
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
512-443-1174

LOT SUMMARY:

SINGLE FAMILY LOTS	109
OPEN SPACE/DRAINAGE LOTS	3
R.O.W. DEDICATION	1
TOTAL LOTS	113

LEGEND

- ■ CONCRETE MONUMENT FOUND
- ● 1/2"STEEL PIN FOUND (UNLESS NOTED)
- 1817● 1/2"STEEL PIN FOUND W/ CAP MARKED 'RPLS 1817'
- F ● 1/2"STEEL PIN FOUND W/ CAP MARKED 'FOREST'
- ○ 1/2"STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
- ⊙ PIPE FOUND
- ⊠ 60d NAIL SET W/ WASHER MARKED 'LENZ & ASSOC.'
- ▲ 60d NAIL FOUND AT FENCE CORNER
- △ COMPUTED POINT
- ⊠ MAILBOX CLUSTER
- F⊛ SPINDLE FOUND
- S⊛ SPINDLE SET
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- F/C○ METAL FENCE CORNER POST
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.W.E. WASTEWATER EASEMENT
- W.L.E. WATERLINE EASEMENT
- S.D.E. SIGHT DISTANCE EASEMENT
- B.L. BUILDING LINE
- (BRG.~DIST.) RECORD CALL
- (J) BLOCK LABEL
- R.O.W. RIGHT-OF-WAY
- S.D.E. SIGHT DISTANCE EASEMENT
- W.C.A.D. WILLIAMSON COUNTY APPRAISAL DISTRICT
- L.S. LANDSCAPE LOT

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) CENTRAL ZONE. DISTANCES ARE SURFACE. SURFACE TO GRID COMBINED SCALE FACTOR 0.99988.

ELEVATIONS ARE NAVD88 (GEOID 12A)

SITE BENCHMARK #1 - STEEL PIN SET WITH CAP MARKED LENZ & ASSOC CONTROL, +/- 18' NORTH OF C.L. OF C.R. 313 & +/- 75' WEST OF C.L. MIDAS LN. ELEV. 827.23'

SITE BENCHMARK #2 - STEEL PIN FOUND WITH CAP MARKED 'RIC CONTROL' BEARS +/- N45°29'W 53.8' FROM N.E. CORNER LOT 10, HILLTOP ESTATES SECTION ONE ELEV. 822.18'

ELEVATIONS (NAVD88, GEOID 12A)

BUILDING SETBACKS:

FRONT STREET	25'
SIDE STREET	15'
REAR	10'
SIDE	5'

MINIMUM F.F.E.		
LOT	BLOCK	F.F.E.
1	A	831.00
2	A	831.00
1	B	831.00
2	B	831.00
3	B	831.00

STREET DATA						
STREET	LENGTH	R.O.W. WIDTH	PVMT. WIDTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
LT RUSTY DRIVE	717 LF	50'	30' LOG-LOG	25 MPH	PUBLIC	LOCAL
STONE WATER LANE	859 LF	50'	30' LOG-LOG	25 MPH	PUBLIC	LOCAL
KATIE ELDER DRIVE	969 LF	50'	30' LOG-LOG	25 MPH	PUBLIC	LOCAL

SUBMITTAL DATE: MAY 17, 2021

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2019-0840 F.B.

FINAL PLAT
RIO LOBO PHASE 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S60°13'44"W	9.07'
L2	S27°38'29"E	50.00'
L3	N68°31'12"E	19.17'
L4	S68°31'12"W	17.63'
L5	N68°36'34"E	89.58'
L6	N70°43'59"E	102.24'
L7	N78°31'12"E	71.34'
L8	S21°23'26"E	110.00'
L9	N68°36'34"E	31.98'
L10	N70°43'59"E	13.75'
L11	S21°28'48"E	112.82'
L12	S88°10'36"E	27.22'
L13	N68°31'12"E	90.00'
L14	N78°31'12"E	32.90'
L15	S21°28'48"E	26.41'
L16	N68°31'12"E	90.24'
L17	N68°31'12"E	31.37'
L18	N68°31'12"E	35.00'
L19	N68°31'12"E	25.00'
L20	N68°31'12"E	5.12'
L21	N78°31'12"E	63.35'
L22	N68°31'12"E	22.37'
L23	N68°31'12"E	25.80'
L24	N70°43'59"E	21.66'
L25	N78°31'12"E	15.96'
L26	N78°31'12"E	6.78'
L27	N68°31'12"E	16.89'
L28	N68°31'12"E	20.83'
L29	N68°31'12"E	49.98'
L30	N75°55'11"E	0.48'
L31	N75°55'11"E	40.34'
L32	N75°55'11"E	40.34'
L33	N68°36'34"E	89.45'
L34	N68°36'34"E	17.47'
L35	N68°36'34"E	71.98'
L36	S21°23'26"E	50.10'
L37	S21°23'26"E	40.00'
L38	S21°23'26"E	40.00'
L39	N68°43'38"E	17.14'
L40	N68°43'38"E	136.28'
L41	S21°16'22"E	34.70'
L42	S21°16'22"E	7.58'
L43	N52°49'27"E	25.00'
L44	N28°21'13"E	43.36'
L45	N00°36'11"E	102.64'
L46	N68°31'12"E	7.26'
L47	N23°31'12"E	19.20'
L48	N23°31'12"E	10.40'
L49	N24°11'54"E	10.53'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2°07'47"	275.00'	10.22'	S61°17'38"W	10.22'
C2	2°07'24"	925.00'	34.28'	N69°40'16"E	34.28'
C3	7°47'13"	325.00'	44.17'	N74°37'35"E	44.14'
C4	100°00'00"	15.00'	26.18'	N28°31'12"E	22.98'
C5	52°01'12"	15.00'	13.62'	S47°29'25"E	13.16'
C6	194°02'25"	50.00'	169.33'	N23°31'12"E	99.25'
C7	52°01'12"	15.00'	13.62'	S85°28'12"E	13.16'
C8	6°09'40"	275.00'	29.57'	N65°26'21"E	29.56'
C9	0°29'47"	925.00'	8.02'	N68°51'28"E	8.02'
C10	1°37'37"	925.00'	26.27'	N69°55'10"E	26.26'
C11	0°18'29"	325.00'	1.75'	N70°53'13"E	1.75'
C12	7°05'46"	325.00'	40.25'	N74°35'21"E	40.23'
C13	0°22'58"	325.00'	2.17'	N78°19'43"E	2.17'
C14	3°10'30"	50.00'	2.77'	S71°54'46"E	2.77'
C15	54°24'55"	50.00'	47.49'	S43°07'03"E	45.72'
C16	32°43'00"	50.00'	28.55'	N00°26'54"E	28.16'
C17	28°32'48"	50.00'	24.91'	N31°04'49"E	24.65'
C18	33°14'33"	50.00'	29.01'	N61°58'29"E	28.60'
C19	41°56'39"	50.00'	36.60'	S80°25'55"E	35.79'
C20	9°32'37"	15.00'	2.50'	N73°17'30"E	2.50'
C21	1°47'53"	275.00'	8.63'	N67°37'15"E	8.63'
C22	4°21'47"	275.00'	20.94'	N64°32'25"E	20.94'
C23	90°00'00"	15.00'	23.56'	S66°28'48"E	21.21'
C24	90°00'00"	25.00'	39.27'	N23°31'12"E	35.36'
C25	6°09'40"	325.00'	34.95'	N65°26'21"E	34.93'
C26	90°12'27"	25.00'	39.36'	S66°22'35"E	35.42'
C27	92°00'20"	15.00'	24.09'	N24°43'48"E	21.58'
C28	7°47'13"	275.00'	37.37'	N74°37'35"E	37.35'
C29	10°00'00"	325.00'	56.72'	N73°31'12"E	56.65'
C30	2°40'57"	275.00'	12.87'	N72°04'27"E	12.87'
C31	5°06'16"	275.00'	24.50'	N75°58'03"E	24.49'
C32	5°55'19"	325.00'	33.59'	N75°33'32"E	33.58'
C33	4°04'41"	325.00'	23.13'	N70°33'32"E	23.13'
C34	2°09'32"	875.00'	32.97'	N69°41'20"E	32.97'
C35	87°57'32"	15.00'	23.03'	S65°15'08"E	20.83'
C36	52°00'58"	15.00'	13.62'	N04°44'07"E	13.15'
C37	194°01'52"	50.00'	169.32'	S66°16'20"E	99.25'
C38	51°48'27"	15.00'	13.56'	N42°36'58"E	13.11'
C39	29°54'39"	50.00'	26.10'	N15°47'17"E	25.81'
C40	38°45'52"	50.00'	33.83'	S18°32'59"E	33.19'
C41	23°42'53"	50.00'	20.69'	S49°47'21"E	20.55'
C42	27°45'02"	50.00'	24.22'	S75°31'18"E	23.98'
C43	43°36'36"	50.00'	38.06'	N68°47'52"E	37.14'
C44	30°16'50"	50.00'	26.42'	N31°51'09"E	26.12'
C45	42°28'35"	15.00'	11.12'	N80°41'54"W	10.87'

FIELD NOTES
17.952 ACRES
G. SCHNEIDER SURVEY, A–580
WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 17.952 ACRES OF LAND OUT OF THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 42.486 ACRE TRACT DESCRIBED IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2020167333 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 17.952 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL STEEL PINS SET CITED HEREIN ARE ½ INCH DIAMETER WITH CAP MARKED LENZ & ASSOC. BEARINGS CITED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE.

BEGINNING, AT A STEEL PIN SET ON THE SOUTH LINE OF THE SAID 42.486 ACRE SONWEST CO. TRACT, THE SAME BEING THE ON THE NORTH LINE OF THAT CERTAIN 16.58 ACRE TRACT CONVEYED TO CHRISTA LINDA BAIN BY DEED RECORDED IN DOCUMENT NUMBER 2020017840 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING DESCRIBED IN DOCUMENT NUMBER 2000007934 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM WHICH A ½ INCH DIAMETER STEEL PIN FOUND AT THE SOUTHEAST CORNER OF THE SAID 42.486 ACRE SONWEST CO. TRACT BEARS N 68°03'52" E, 1172.14 FEET;

THENCE, ALONG THE SOUTH LINE OF THE SAID 42.486 ACRE SONWEST CO. TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) S 68°03'52" W, 133.94 FEET TO A ½ INCH DIAMETER STEEL PIN FOUND;

2) S 69°14'36" W, 724.96 FEET TO A STEEL PIN SET ON THE EAST LINE OF LOT 18, BLOCK C, HILLTOP ESTATES SECTION ONE, A SUBDIVISION OF RECORD IN CABINET AA, SLIDE 153 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING AT THE NORTHWEST CORNER OF THE SAID 16.58 ACRE BAIN TRACT, THE SAME BEING THE SOUTHWEST CORNER OF THE SAID 42.486 ACRE SONWEST CO. TRACT, FROM WHICH A ½ INCH DIAMETER STEEL PIN FOUND BEARS N 69°14'36" E, 0.28 FEET AND A ½ INCH DIAMETER STEEL PIN FOUND MARKED FOREST AT THE SOUTHEAST CORNER OF THE SAID LOT 18 BEARS S 21°32'10" E, 25.53 FEET;

THENCE, N 21°32'10" W, ALONG THE WEST LINE OF THE SAID 42.486 ACRE SONWEST CO. TRACT, THE SAME BEING THE EAST LINE OF THE SAID HILLTOP ESTATES SECTION ONE SUBDIVISION, AT 835.29 FEET PASSING THE NORTHEAST CORNER OF LOT 5, BLOCK E AND CONTINUING FOR A TOTAL DISTANCE OF 891.60 FEET TO A STEEL PIN SET ON THE SOUTH LINE OF COUNTY ROAD 313 AT THE NORTHWEST CORNER OF THE SAID 42.486 ACRE SONWEST CO. TRACT;

THENCE, N 67°36'22" E, ALONG THE SOUTH LINE OF COUNTY ROAD 313, THE SAME BEING THE NORTH LINE OF THE SAID 42.486 ACRE SONWEST CO. TRACT, 872.03 FEET TO A STEEL PIN SET, FROM WHICH A STEEL PIN SET AT THE NORTHEAST CORNER OF THE SAID 42.486 ACRE SONWEST CO. TRACT BEARS N 67°36'22" E, 57.61 FEET AT A STEEL PIN SET AND N 67°39'22" E, 1099.41 FEET;

THENCE, TRAVERSING THE INTERIOR OF THE SAID 42.486 ACRE SONWEST CO. TRACT, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1) S 21°28'48" E, 180.15 FEET TO A STEEL PIN SET;

2) S 60°13'44" W, 9.07 FEET TO A STEEL PIN SET;

3) WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°07'47", A RADIUS OF 275.00 FEET, AN ARC OF 10.22 FEET AND A CHORD BEARING AND DISTANCE OF S 61°17'38" W, 10.22 FEET TO A STEEL PIN SET;

4) S 27°38'29" E, 50.00 FEET TO A STEEL PIN SET;

5) S 21°28'48" E, 268.03 FEET TO A STEEL PIN SET;

6) N 68°31'12" E, 19.17 FEET TO A STEEL PIN SET;

7) S 21°28'48" E, 220.00 FEET TO A STEEL PIN SET;

8) S 68°31'12" W, 17.63 FEET TO A STEEL PIN SET;

9) S 21°28'48" E, A DISTANCE OF 193.11 FEET, TO THE PLACE OF BEGINNING, CONTAINING 17.952 ACRES OF LAND, MORE OR LESS.

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FINAL PLAT
RIO LOBO PHASE 2

NOTES:

1) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
2) A 10' WIDE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
3) PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
5) THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARDS AQUIFER.
6) MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
7) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
8) BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.
9) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
11) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
12) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
13) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.
14) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
15) ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
16) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
17) DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 313, THE ADJACENT COUNTY ROAD.
18) IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
19) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF ½ INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
20) 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, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
21) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
22) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
23) IMPROVEMENTS WITHIN THE COUNTY RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS IS PROHIBITED WITHOUT AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
24) A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
25) NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0150F EFFECTIVE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
26) AN EASEMENT OF 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.
27) THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., DATED OCTOBER 2020.

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SURVEY #: 2019-0840 F.B.

FINAL PLAT
RIO LOBO PHASE 2

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT SONWEST CO, ACTING BY AND THROUGH ANDY BILGER, VICE PRESIDENT, SOLE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020167333 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THAT CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE THE PORTION OF THE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "RIO LOBO PHASE 2"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 1st DAY OF July, 2021.

SONWEST CO
BY: ANDY BILGER
3939 BEE CAVE ROAD, SUITE C-100
AUSTIN, TEXAS 78746

STATE OF TEXAS }
COUNTY OF ~~WILLIAMSON~~ Travis }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 1st DAY OF July, 2021, A.D. BY ANDY BILGER ACTING IN THE CAPACITY HEREIN STATED.

Kerri Jones
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 11-26-2021

KERRI JONES
My Notary ID # 10989282
Expires November 26, 2021

SURVEYOR'S CERTIFICATE

I, TIMOTHY A LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

6-28-2021
TIMOTHY A. LENZ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

STATE OF TEXAS
REGISTERED
TIMOTHY A. LENZ
4393
PROFESSIONAL
LAND SURVEYOR

I, MICHAEL S. FISHER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150F DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

7/20/21
MICHAEL S. FISHER, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER NO. 87704
PAPE-DAWSON ENGINEERS, INC.
FIRM NO. 470
10801 NORTH MOPAC EXPRESSWAY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759

STATE OF TEXAS
MICHAEL S. FISHER
87704
LICENSED
PROFESSIONAL ENGINEER
7/20/21

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 1st DAY OF July, 2021, A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESS COORDINATOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPOSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

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

BILL GRAVELL Jr. DATE
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__, A.D. AT ____ O'CLOCK ____.M. AND DULY RECORDED THIS THE ____ DAY OF _____, 20__, A.D., AT _____ O'CLOCK __.M., IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY _____ DEPUTY

LENZ & ASSOCIATES, INC.
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SURVEY #: 2019-0840 F.B.

Commissioners Court - Regular Session **49.**

Meeting Date: 09/14/2021

Final plat for the East Santa Rita Boulevard subdivision – Pct 3

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the East Santa Rita Boulevard subdivision – Precinct 3.

Background

This subdivision consists of no lots and 2,598 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $ 3,898,535.50 has been posted with the County to cover the cost of the remaining construction.

Timeline

2019-12-06 – initial submittal of the final plat
2019-12-17 – 1st review complete with comments
2021-08-16 – 2nd submittal of final plat
2021-08-19 – receipt of final plat with signatures
2021-08-26 – 2nd review complete with minor comments
2021-08-27 – receipt of financial security for the remaining construction
2021-09-08 – comments clear
2021-09-09 – final plat placed on the September 14, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

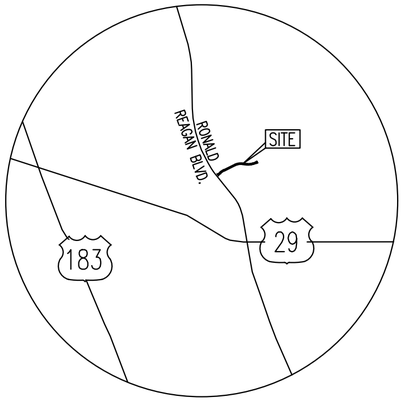
final plat - East Santa Rita Boulevard

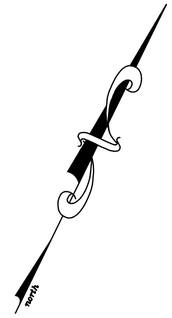
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:42 AM
Form Started By: Adam Boatright		Started On: 09/09/2021 09:39 AM
Final Approval Date: 09/09/2021		

EAST SANTA RITA BOULEVARD

FINAL PLAT





SCALE: 1" = 100'

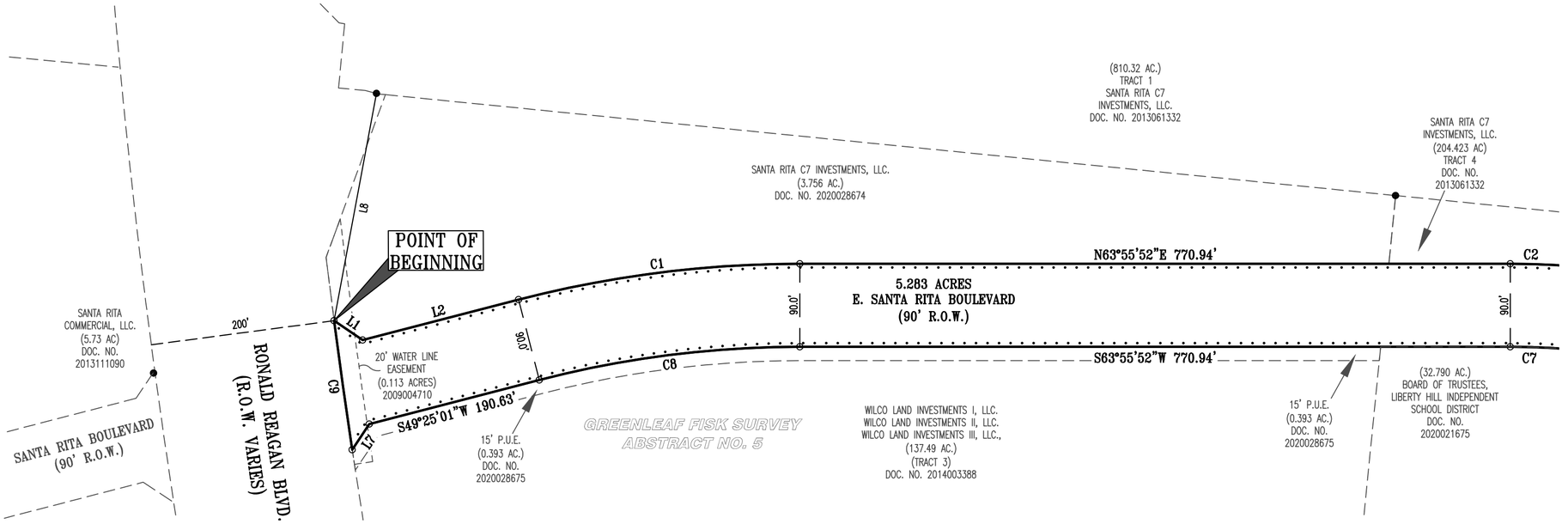
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

- CAPPED 1/2" IRON ROD SET
- CAPPED 1/2" IRON ROD FOUND
- . . . . SIDEWALK



DATE: JULY 9, 2021

OWNER:

SANTA RITA KC, 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: 5.283 ACRES
SURVEY: GREENLEAF FISK SURVEY,
ABSTRACT NO. 5

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
EFFECTIVE DATE: SEPTEMBER 26, 2008

LINEAR FOOTAGE OF STREETS

STREET NAMES	LINEAR FOOTAGE	DESIGN SPEED
E. SANTA RITA BOULEVARD	2539'	35 M.P.H.
TIERRA ROSA BOULEVARD	59'	35 M.P.H.
TOTAL	2598'	

STREETS

STREET NAMES	DESIGNATION	CLASSIFICATION	R.O.W. WIDTH	PAVEMENT WIDTH
E. SANTA RITA BOULEVARD	PUBLIC	COLLECTOR	90' R.O.W.	66' FOC-FOC
TIERRA ROSA BOULEVARD	PUBLIC	COLLECTOR	64' R.O.W.	44' FOC-FOC

SANTA RITA PLAT NOTES:

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. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/ CITY OF LIBERTY HILL.
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. 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.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

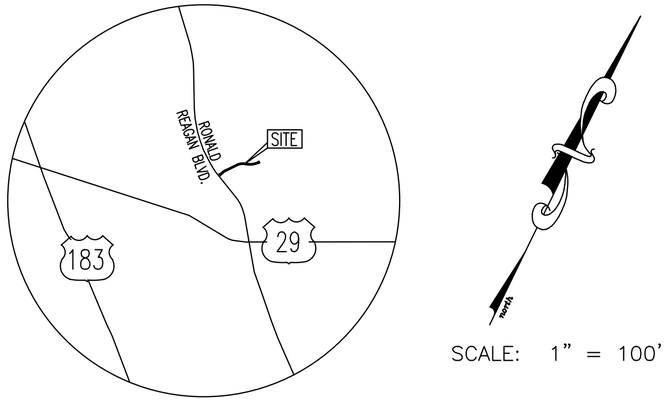
SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5155\Survey\PLAT - SANTA RITA BLVD.dwg

EAST SANTA RITA BOULEVARD

FINAL PLAT



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100 0 50 100 200 400

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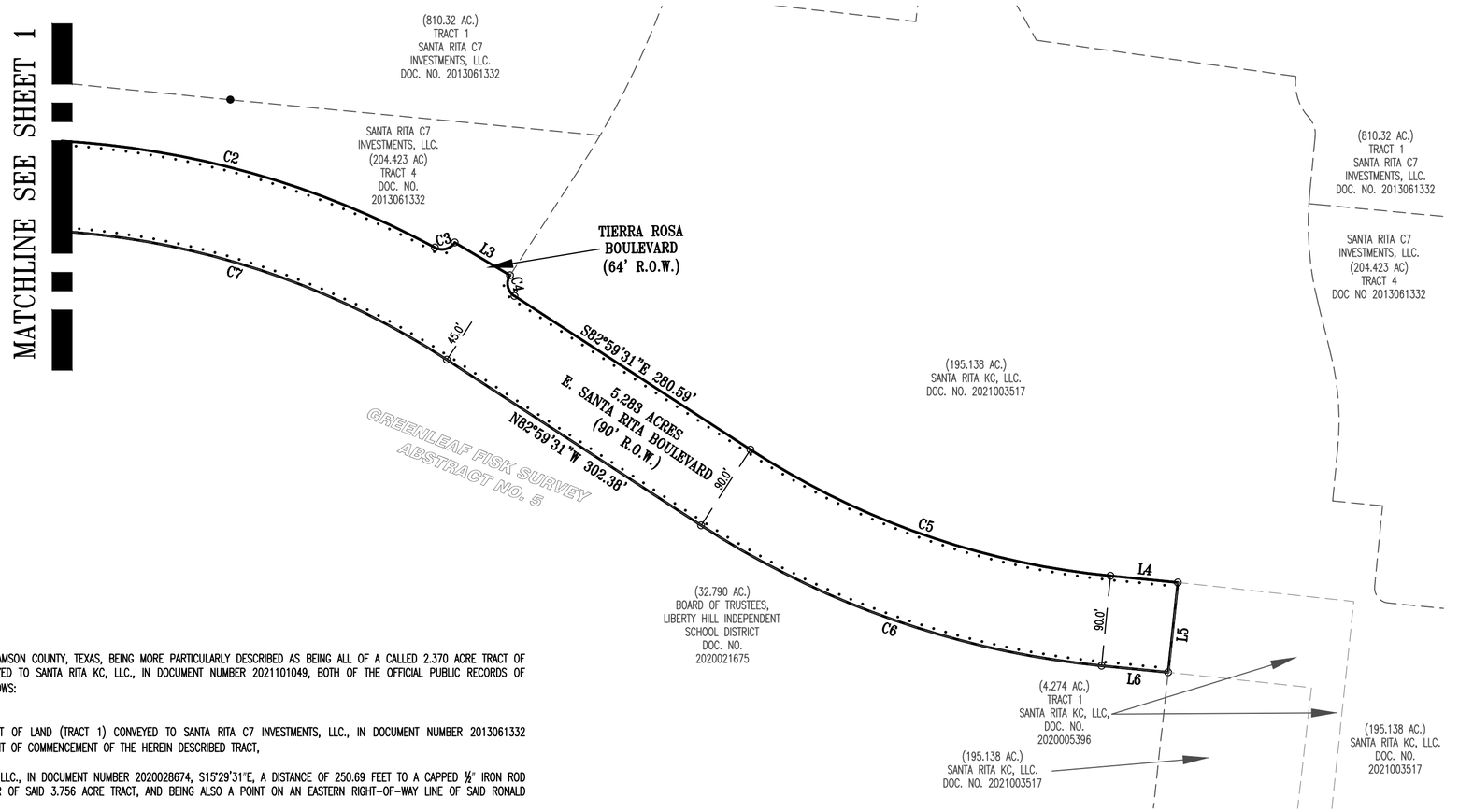
- . . . . SIDEWALK



FIELD NOTES

BEING ALL OF THAT CERTAIN 5.283 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF A CALLED 2.370 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2019096197 AND ALL OF A CALLED 2.914 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2021101049, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 5.283 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A CAPPED ½" IRON ROD FOUND, STAMPED "2218", BEING A SOUTHWESTERN CORNER OF A CALLED 810.32 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC., IN DOCUMENT NUMBER 2013061332 (O.P.R.W.C.TX.), AND BEING ALSO A POINT ON AN EASTERN RIGHT-OF-WAY LINE OF RONALD REAGAN BOULEVARD (R.O.W. VARIES), FOR THE POINT OF COMMENCEMENT OF THE HEREIN DESCRIBED TRACT,

THENCE, CROSSING SAID RONALD REAGAN BOULEVARD AND A CALLED 3.756 ACRE TRACT OF LAND CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC., IN DOCUMENT NUMBER 2020028674, S15°29'31"E, A DISTANCE OF 250.69 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", BEING THE NORTHWESTERN CORNER OF SAID 2.370 ACRE TRACT, SAME BEING A THE SOUTHWESTERN CORNER OF SAID 3.756 ACRE TRACT, AND BEING ALSO A POINT ON AN EASTERN RIGHT-OF-WAY LINE OF SAID RONALD REGAN BOULEVARD, FOR THE WESTERNMOST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 2.370 ACRE TRACT AND SAID 3.756 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1) S82°04'24"E, A DISTANCE OF 37.45 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE",
2) N49°25'01"E, A DISTANCE OF 174.67 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT, AND
3) WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1217.47 FEET, AN ARC LENGTH OF 308.41 FEET, AND WHOSE CHORD BEARS N56°40'27"E, A DISTANCE OF 307.58 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE",

THENCE, CONTINUING WITH THE COMMON BOUNDARY LINE OF SAID 2.370 ACRE TRACT AND SAID 3.756 ACRE TRACT, THE NORTHERN BOUNDARY LINE OF SAID 2.914 ACRE TRACT AND CROSSING SAID 204.423 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

1) N63°55'52"E, A DISTANCE OF 770.94 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
2) WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 890.00 FEET, AN ARC LENGTH OF 442.70 FEET, AND WHOSE CHORD BEARS N78°10'52"E, A DISTANCE OF 438.15 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
3) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.36 FEET, AND WHOSE CHORD BEARS N49°43'48"E, A DISTANCE OF 20.35 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AND
4) S85°35'02"E, A DISTANCE OF 64.07 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT, BEING A NORTHWEST CORNER OF A CALLED 195.138 ACRE TRACT OF LAND CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC., IN DOCUMENT NUMBER 2021003517 (O.P.R.W.C.TX.),

THENCE, WITH THE SOUTHERN BOUNDARY LINE OF SAID 195.138 ACRE TRACT, AND CROSSING SAID 204.423 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

1) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.57 FEET, AND WHOSE CHORD BEARS S37°58'53"E, A DISTANCE OF 21.22 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE",
2) S82°59'31"E, A DISTANCE OF 280.59 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
3) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 800.00 FEET, AN ARC LENGTH OF 383.93 FEET, AND WHOSE CHORD BEARS N83°15'34"E, A DISTANCE OF 380.26 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AND
4) N69°30'38"E, A DISTANCE OF 67.53 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", BEING A CORNER OF SAID 195.138 ACRE TRACT, FOR A NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, S19°52'49"E, CONTINUING ACROSS SAID 204.423 ACRE TRACT WITH THE WESTERN BOUNDARY LINE OF SAID 195.138 ACRE TRACT, AND A CALLED 4.274 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2020005396 (O.P.R.W.C.TX), A DISTANCE OF 90.00 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", BEING A WESTERN CORNER OF SAID 4.274 ACRE TRACT, SAME BEING A NORTHWESTERN CORNER OF SAID 195.138 ACRE TRACT, ALSO BEING A NORTHEASTERN CORNER OF A 32.790 ACRE TRACT OF LAND CONVEYED TO BOARD OF TRUSTEES, LIBERTY HILL INDEPENDENT SCHOOL DISTRICT, DOCUMENT NUMBER 2020021675 (O.P.R.W.C.TX.), FOR AN EASTERN CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE NORTHERN BOUNDARY LINE OF SAID 32.790 ACRE TRACT AND CROSSING SAID 204.423 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

1) S69°30'38"W, A DISTANCE OF 66.57 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
2) WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 890.00 FEET, AN ARC LENGTH OF 427.13 FEET, AND WHOSE CHORD BEARS S83°15'33"W, A DISTANCE OF 423.04 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE",
3) N82°59'31"W, A DISTANCE OF 302.38 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT, AND
4) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 800.00 FEET, AN ARC LENGTH OF 461.84 FEET, AND WHOSE CHORD BEARS S80°28'10"W, A DISTANCE OF 455.45 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE",

THENCE, CONTINUING ACROSS SAID 204.423 ACRE TRACT, WITH THE NORTHERN BOUNDARY LINE OF SAID 32.790 ACRE TRACT, AND WITH A COMMON BOUNDARY LINE OF SAID 2.370 ACRE TRACT AND A CALLED 137.49 ACRE TRACT OF LAND CONVEYED TO WILCO LAND INVESTMENTS, I, LLC., ET AL IN DOCUMENT NUMBER 2014003388 (O.P.R.W.C.TX.), THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

1) S63°55'52"W, A DISTANCE OF 770.94 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
2) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1127.47 FEET, AN ARC LENGTH OF 285.61 FEET, AND WHOSE CHORD BEARS S56°40'27"W, A DISTANCE OF 284.85 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE",
3) S49°25'01"W, A DISTANCE OF 190.63 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AND
4) S07°24'51"W, A DISTANCE OF 33.46 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT, BEING THE SOUTHERNMOST CORNER OF SAID 2.370 ACRE TRACT, SAME BEING A POINT ON A WESTERN BOUNDARY LINE OF SAID 137.49 ACRE TRACT, BEING ALSO A POINT ON AN EASTERN RIGHT-OF-WAY LINE OF SAID RONALD REAGAN BOULEVARD, FOR THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 2.370 ACRE TRACT AND SAID RONALD REAGAN BOULEVARD, WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 7900.00 FEET, AN ARC LENGTH OF 141.36 FEET, AND WHOSE CHORD BEARS N34°04'35"W, A DISTANCE OF 141.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.283 ACRES OF LAND.

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	308.41	1217.47	N56°40'27"E	307.58	155.03	14°30'51"
C2	442.70	890.00	N78°10'52"E	438.15	226.03	28°29'59"
C3	22.36	15.00	N49°43'48"E	20.35	13.84	85°24'07"
C4	23.57	15.00	S37°58'53"E	21.22	15.01	90°01'16"
C5	383.93	800.00	N83°15'34"E	380.26	195.74	27°29'50"
C6	427.13	890.00	S83°15'33"W	423.04	217.76	27°29'51"
C7	461.84	800.00	S80°28'10"W	455.45	237.55	33°04'37"
C8	285.61	1127.47	S56°40'27"W	284.85	143.57	14°30'51"
C9	141.36	7900.00	N34°04'35"W	141.35	70.68	1°01'31"

Line Table		
Line #	Length	Direction
L1	37.45	S82°04'24"E
L2	174.67	N49°25'01"E
L3	64.07	S85°35'02"E
L4	67.53	N69°30'38"E
L5	90.00	S19°52'49"E
L6	66.57	S69°30'38"W
L7	33.46	S07°24'51"W
L8	250.69	S15°29'31"E

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5155\Survey\PLAT - SANTA RITA BLVD.dwg

EAST SANTA RITA BOULEVARD

FINAL PLAT

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

I JAMES EDWARD HORNE, VICE PRESIDENT OF SANTA RITA KC, LLC., BEING THE OWNER OF THAT CALLED 2.370 ACRE TRACT OF LAND RECORDED IN DOCUMENT NUMBER 2019096197, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND SANTA RITA KC, LLC., BEING THE OWNER OF THAT CALLED 2.914 ACRE TRACT OF LAND RECORDED IN DOCUMENT NUMBER 2021101049, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE GREENLEAF FISK SURVEY, ABSTRACT 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, SHOWN HEREON, AND DO HEREBY SUBDIVIDE 5.283 ACRES OF LAND SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, THIS SUBDIVISION IS TO BE KNOWN AS:

"EAST SANTA RITA BOULEVARD FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 17th DAY OF August, 2021

SANTA RITA KC, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: MREM TEXAS MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE
STE. 100
LIBERTY HILL, TX 78642

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 17th DAY OF August, 2021, A.D.

_____
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

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

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C-0275E, EFFECTIVE DATE
SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: _____ 8-17-2021
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 17th 8 2021
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL LAND SURVEYOR

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE HOLDER OF TWO DEEDS OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013, RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____

PRINTED NAME: Jason Rangel

TITLE: First Vice President

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 17 DAY OF August, A.D., 2021.

BY _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernandez

MY COMMISSION EXPIRES 6-2-2024

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285198

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 8-17-2021
JOHN BYRUM, DIRECTOR OF PLANNING DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 17th DAY OF August, 2021 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Teresa Baker

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

KNOW ALL MEN BY THESE PRESENTS;

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

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

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

KNOW ALL MEN BY THESE PRESENTS;

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE____DAY OF _____, 20___, A.D., AT _____ O'CLOCK, ___.M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, __.M., IN THE PLAT RECORDS OF SAID COUNTY IN DOCUMENT NUMBER _____

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

PRINTED NAME: _____

SHEET NO. 3 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J:\AC3D\5155\SURVEY\PLAT-SANTA RITA BLVD.dwg

Commissioners Court - Regular Session **50.**

Meeting Date: 09/14/2021

Suicide Prevention Awareness Month

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Proclamation recognizing the month of September as National Suicide Prevention Awareness Month.

Background

During the COVID-19 pandemic, many individuals have struggled with isolation, anxiety and other mental health related issues. A Feb. 10, 2021 study from Kaiser Family Foundation (KFF) reported the COVID-19 pandemic and the resulting econimic hardships have negatively affected many people's mental health and created new barriers for people suffering from mental illness and substance use disorders. The study reports that during the pandemic, about 4 out of every 10 adults in the U.S. have reported symptoms of anxiety or depressive disorder. From January to June, 2019, according to the National Health Institute (NHIS) 11% of adults reported symptoms of Anxiety Disorder and/or Depressive Disorder. In January 2021, a survey showed that 41.1% of adults were experiencing these symptoms.

Many essential workers face a number of challenges, including a greater risk of contracting the coronavirus than other workers. Compared to nonessential workers, essential workers are more likely to report symptoms of anxiety or depression (42% vs. 30%), starting or increasing substance use (25% vs. 11%) and suicidal thoughts (22% vs. 8%) during the pandemic.

There is hope though and resources available to those in need. In addition to Bluebonnet Trails 24/7 Crisis Hotline, the State of Texas HHS has launched a statewide COVID-19 Mental Health Support Line to help connect Texans feeling overwhelmed and stressed with mental health professionals. The Commissioners Court has allocated CARES and ARPA funds, which will provide vital mental health services, fill identified gaps in services and provide jail diversion for non-violent individuals who are in crisis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Suicide Proclamation 2021

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 10:30 AM

Form Started By: Kathy Pierce Started On: 09/09/2021 09:33 AM
Final Approval Date: 09/09/2021

State of Texas
County of Williamson
Know all men by these presents:

That on the 14th day of September 2020 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. 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:

PROCLAMATION

WHEREAS, September is National Suicide Prevention Awareness Month and the Williamson County Commissioners Court recognizes suicide as a public health problem with suicide being the 2nd leading cause of death for ages 15 to 24, the 4th leading cause of death for ages 35-54, and the 11th leading of cause of death in Texans of all ages, and;

WHEREAS, there were 85 Williamson County suicides confirmed by the Centers of Disease Control and Prevention (CDC) in 2019 and 73 inquests of suicides conducted by Williamson County JP's during 2020, with the 2020 confirmed suicide number expected to increase when CDC releases confirmed data; and

WHEREAS, the rate of suicide has increased from 2010 to 2019 by 15%, with the rate per 100K going from 12.12 from 2010 to 2014 and increasing to a rate of 14.0 per 100K from 2015 to 2019; and

WHEREAS, suicide thoughts, much like mental health conditions, can affect anyone regardless of age, gender or background, but deaths are higher among males (78% of all deaths), whites, and elderly, with 60% of Texas suicides occurring among people 25-64 years of age; and

WHEREAS, each day in Texas there are more than 6 suicide deaths and nearly 30 hospitalizations for attempted suicide that according to the Texas Department of State Health Services; and

WHEREAS, stigma prevents persons from seeking the lifesaving help they need; and

WHEREAS, suicide is preventable and recovery is possible; and

WHEREAS, it is important to know the warning signs of suicide, which include: feeling sad and withdrawn for more than 2 weeks; feeling empty, hopeless ("I wish I was never born"), trapped, extremely sad, more anxious, agitated or full of rage; changing behaviors, such as: dramatic mood swings, eating or sleeping more or less, using drugs or alcohol more often; and impulsive or reckless behavior; and

WHEREAS, talking openly and honestly to friends and loved ones and not being afraid to ask if they are planning to kill or harm themselves can help save a life and knowing that professional help is available, including 24/7 assistance from the National Suicide Prevention Lifeline at 1-800-273-8255 (TALK), Bluebonnet Trails 24/7 Crisis Hotline – 1-800-841-1255 or 911, if there is an immediate crisis; and

NOW THEREFORE, the Williamson County Commissioners Court recognizes September 2021 as National ***"Suicide Prevention Awareness Month"*** and encourages all to stay connected and to not hesitate to seek mental health treatment, just as you would not hesitate to seek care for a heart attack or diabetes.

PROCLAIMED THIS 14th DAY OF SEPTEMBER 2021.

_____

Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **51.**

Meeting Date: 09/14/2021

FY2021-2022 County Clerk Archive Plan Public Hearing

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

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 AM Hold public hearing on the plan for the funding of the preservation and restoration program of the County Clerk's Records Archives for 2021-2022.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/24/2021 08:04 AM
Form Started By: Nancy Rister		Started On: 08/23/2021 04:43 PM
Final Approval Date: 08/24/2021		

Commissioners Court - Regular Session **52.**

Meeting Date: 09/14/2021

Take action on 2021-2022 Archives Plan

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

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action for an increase in the Archive Fee from $5 to $10 and take action on approval of the plan for Dept. 0384 expenditures.

Background

Continuation of more microfilm and preservation of books still in need of preservation. Increase of fee needed for requirements by State Library for records storage as stated in Section 7.164 and Section 7.165 of their Bulletin F for Local Government. This is in anticipation of another location for the county's records since the inception of the county.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2021-2022 Archive Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/24/2021 08:03 AM
Form Started By: Nancy Rister		Started On: 08/23/2021 05:30 PM
Final Approval Date: 08/24/2021		

Archive Plan

For Preservation and Restoration
Of Archived Records

for
Nancy E. Rister, County Clerk

September 2021

Executive Summary

The vast majority of the permanent records in the County Clerk's office are paper based. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by using the archive fees collected to cover the cost of scanning the paper based documents and preserving the handwritten ones by encapsulation. In addition to preserving the documents, the images can be added to our existing imaging system and improve customer service by offering a wider date range of documents on the Internet.

Introduction

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. A fee not to exceed $10 may be imposed for recording or filing public documents in county clerk offices in any county for the purpose of preserving, restoring, and managing these county records. The legislation is designed to target archived records. This does not include court records.

This bill authorizes the Commissioners Court to adopt a records archive fee as part of the county's annual budget. This additional revenue will be dedicated to help focus on preserving older records.

Williamson County Commissioners Court approved the $5 fee on August 26, 2003 under agenda item #23.

Historical Data FY2001 – FY2019

In FY 2001-2002 Deed books 1 through 3 and Survey book for 1902 were preserved and encapsulated. In FY 2002-2003 Deed books 4 and 5 were preserved and encapsulated. In FY 2003-2004 Police Court minutes 1850 – 1859; Elections Volume 1 – 1884-1892; Deed books 6 – 26 were preserved and encapsulated. In FY 2004-2005 Deed books 27 – 122 were preserved and encapsulated. In FY 2005-2006 Williamson County Bid 06WC406 was awarded. Deed books 123 – 168 were preserved and encapsulated. In FY 2006-2007 Marriage Indexes 1848 - 1997; Elections Volumes 2-9 were preserved and encapsulated.

The encapsulation effort was halted in 2006 pending the acceptance of the vendor that has done the majority of our books onto the State of Texas contract vendor's list. In early 2008, Brazoria County, TX awarded a contract to this same vendor for repair and restoration of historical books for Brazoria County. At that time, Williamson County Clerk's Office entered into an Interlocal agreement with Brazoria County for the Repair and Restoration of historical books.

Williamson County Commissioners Court approved an Interlocal Agreement with Brazoria County for the Repair and Restoration of historical books for the County Clerk on March 25, 2008 under agenda item #25.

Subsequent to the approval by the Commissioners Court, 52 Marriage books (1850-1997) and 51 Commissioner's Court books were sent to the selected vendor for preservation and encapsulation.

Also completed in FY 2008-2009 were Birth Record Volumes 1-12, 1903-1957, Delayed Birth Records Volumes A-Z and Volumes A-1 through A-10, Still Birth Record and Register of Births 1868-1876, Death Records Volumes 1-12, 31 Naturalization Books, Index to Deeds and the Reverse Indexes for preservation and encapsulation. This was done in FY 2008-2009.

Since February 2005 with a staff of 7, all of the deed books have been scanned. All scanned books are made available on personal computers in the public research area and over the internet. Each book and page is accessible by book and page lookup. Scanning of 943 deed books has been completed. These images are now available online. Staff was reduced to 5 in 2007-2008 FY as people moved on to other jobs. After finishing this initial project, they scanned and indexed all marriage records including old marriage licenses that were not returned or picked up. This project was completed in FY2010-2011.

Restoration of the oldest probate records was started after the archive staff took photos of all documents sent for restoration. They then reviewed the returned books to proof the restoration work and verify what was sent, actually came back. Minor errors were caught and corrected. More books were encapsulated while they worked on photographing probate cases. There were no books restored in FY2009-2010 as staff got caught up with all the marriage books and taking photos of all probate coming up for restoration in FY2011-2012.

In the Fiscal Year 2011– 2012 restoration of all older probate records was completed. The original marriage licenses from the 1800's have been restored, scanned and indexed. They now are available online. Also 40 boxes of civil case files from the 1800's were photographed in preparation for being restored and encapsulated. This was a partial project as restoration couldn't be completed all in one year and was finished in October of 2012.

During FY2012-2013 criminal files from the 1800's consisting of 6,096 cases and 43,934 pages were photographed in preparation for restoration and encapsulation. These were sent out in October 2012 and were received before the end of the fiscal year.

The Archive Division indexed, scanned and entered the 60,000+ birth records in FY2013-2014. They started on the delayed birth records that are recorded from the beginning of the county records through 1940. During this same period technicians also reviewed 231,880 microfilmed OPR documents for image quality and completeness.

Archive personnel continued entering delayed birth records in FY2014-2015 with an anticipated completion by the end of December 2015. Reviewing microfilm is ongoing since we still have many years of reels left to review.

The Delayed Birth Record Project was completed in December 2015. A total of 23 books were photographed and sent to Kofile for restoration. It averages 7 to 12 weeks for Kofile to complete the restoration process.

On April 8, 2016, the Death Record Project was suspended to allow a data dump to be completed for the new Tyler Eagle Recording Project. The go-live for the Tyler project was August of 2016. That data was verified and the Death Record Project resumed.

In October 2016, there were 20 books sent to Kofile to go through the restoration and encapsulation process. These consisted of the Milam Survey 1850-1853, 1 plat Index, Field Notes Original 1874, Embalmer's Record Vol 1, 3 General Index to Civil Minutes, Civil Minutes – County Court Vol A, 2,3,4 & 5, Lunacy Record, Lunacy Document Vol 3, Lunacy Minutes Vol 1 Probate Minutes, Lunacy Minutes Vol 3 Mental Illness Order Commitment, Mental Illness Docket Vol 4, 5 & 6 and Mental Illness Vol 2. It took 12 weeks for the vendor to complete.

Staff completed reviewing the 2007 microfilm from the Texas State Library in late October 2016 then began reviewing the 2013 microfilm from Stars Information Solutions with an estimated completion date of about January/February 2018. The review of the microfilm received from our vendors is necessary to ensure image quality and confirm that no documents have been skipped before filing them in the cabinets that were purchased when we moved into the Justice Center. Microfilm is still a preferred medium because of the length of its service life.

In August of 2017, a shipment of "Plats" were prepared to be sent to Kofile to go through the restoration and encapsulation process. This consisted of Cabinets A through K which consists of 4400 plats. A schedule for additional books to be sent to Kofile in the 2017-2018 budget year was completed. The books were photographed and were shipped to Kofile beginning in October of 2017 with plats shipment midway through the 2017-2018 budget year.

For FY 2017-2018 the Archive Division completed work on the Death Records Projects and started on changing the birth certificate dates from 2 digits to 4 digits while conducting quality control on the indexing of those records. They also finished reviewing the 1995, 1997, 2013, 2014 & 2015 microfilm.

A total of 25 books and a bag of miscellaneous historical documents were photographed and sent to Kofile for restoration and encapsulation on February 6, 2018. This effort included photographing each page, editing the quality of the photo (by cropping and enhancing the image), mapping, packing, then shipping to the vendor. Once the books were received back from the vendor at the end of May, they were reviewed to proof the restoration work and verify what was sent, is what we received.

Over 4,979 photos were taken of the 19 books that are scheduled for the October 2018 shipment to Kofile. An inventory of all books, remaining plats and other miscellaneous documents in Research is also being conducted at this time as well as an inventory of documents and books that are currently store in our storage room in the basement. During this inventory project it is being noted as to which items have been previously restored and by which vendor.

For FY 2018-2019 the Archive Division finished reviewing the 2006 & 2016 microfilm which consisted of a total of 345 reels containing 1,692,442 images. The 2017 microfilm is currently being created by the Texas State Library and should be available for review during the next reporting period.

Kofile completed digitizing the 112 Commissioner Court Minutes books from 1884 to 1996 and Police Court Minutes books from 1850 to 1874 as well as 8 Commissioners Court Index books. The Archive Division completed the comparison of the Commissioner's Court Books to the Optical Character Recognition version. This consisted of 108 books with a total of 89,654 pages.

A total of 19 books were sent to Kofile for restoration and encapsulation in January of 2019. In June of 2019 the books were received back from the vendor. Photostat Probate Minutes Volumes 69-141 which needed a special preservation treatment to keep the pages from sticking to each other. This method of creating books was dropped in the 1970's when they realized the unintended consequences when creating the books by using this method. We have the 2017 reels of microfilm completed as of the spring of 2017. Images for 2018 & 2019 were sent to the State Library for creation of microfilm. Images for 2020 and beyond will be sent to that the State Library's FTP site so they will be able to download weekly to be able to create film almost immediately instead of waiting to the end of a fiscal year.

For FY 2020-2021 We have three pallets of criminal records that we received from the warehouse that were preserved and reviewed once received. These are from the 1800's and early 1900's. Storage room is becoming an issue. We will need to look at a larger facility to house the county historical records very soon. We are required by law to keep Commissioner Court records permanently as they continue to grow in size.

FY 2021-2022

All marriage licenses need to be on microfilm as well as the birth and death records. We have more books and thousands of Probate cases that need to be preserved. We will begin these projects but it may take almost ten years to complete just the thousands of Probate cases. A few more books will be preserved per State contract vendor. Books will need a place to be stored. There is no more room for planned roller shelving in the break room that was taken from us and remains unused. We will need a Records Building to house in a temperature controlled, humidity controlled, lighted with pest control services and other requirements as set forth by the Texas State Library & Archives for permanent record retention storage facilities.

Archive Plan for 2021-2022

Revenue

Document Type	Forecast of # documents filed subject to fee based on 2020 filings	Anticipated maximum revenue at $10.00 per document
Official Public Records	167,836	**$1,678,360**

Proposed Budget of Expenses for 2021-2022

Salaries for 5 people	**$194,328.00**
Longevity	**1,872.00**
Merit/Retention	**3,507.00**
FICA	**15,278.00**
Retirement	**32,313.00**
Insurance	**50,640.00**
Workers Comp	**212.00**
Preservation of books	**80,000.00**
Total	**$378,148.00**

LOCAL GOVERNMENT CODE

§ Sec.118.025. COUNTY CLERK'S RECORDS ARCHIVE. (a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that result in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) Suspends or reduces the deterioration of public documents; or

(B) Provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

(5) "Restoration" means any process that permits the visual enhancement of a public document, including making the document more legible.

(b) The commissioner’s court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county. Any interest accrued remains with the account.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. The county clerk shall designate the public documents that are part of the records archive for purposes of this section. The designation of public documents by the county clerk under this subsection is subject to approval by the commissioner's court in a public meeting during the budget process.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) BEFORE collecting the fee under this section, the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The commissioner's court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioner's court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262. The hearing may be held during the budget process. **After establishing the fee, the plan MAY be approved annually during the budget process.**

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the county clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONER'S COURT OF _____ COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF $_____ IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS."

(i) The fee is subject to approval by the commissioner's court in a public meeting during the budget process.

(j) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 330, Sec. 3, eff. June 17, 2011.

(k) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

Added by Acts 2001, 77th Leg., ch. 794, Sec. 4, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 974, Sec. 3, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1275, Sec. 3(32), eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 804 (S.B. 526), Sec. 1, eff. June 17, 2005.

Acts 2005, 79th Leg., Ch. 804 (S.B. 526), Sec. 7, eff. June 17, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. 2716), Sec. 2, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. 2716), Sec. 3, eff. June 17, 2011.

From SB 526 79th Legislature

SECTION 7. Subsection (g), Section 118.011, and Subdivision (4), Subsection (a), and Subsection (k), Section 118.025, Local Government Code, are repealed.

From HB 1513 83rd Legislature and AG Opinion GA1055

Allowed for an increase in the Records Management Fee to $10 maximum and the Records Archive Fee to a maximum of $10 to be implemented on September 1, 2013. The Records Management fee went up to $10 but the Archive fee stayed at $5 as computer and software purchases also come out of RMF as well as salaries which deplete it. This bill had an expiration date of 9-1-2019 but the expiration date was removed by **SB658** and signed by the Governor on 6-14-2019.

Commissioners Court - Regular Session **53.**

Meeting Date: 09/14/2021

District Clerk Archive Plan

Submitted For: Lisa David **Submitted By:** Lisa David, District Clerk

Department: District Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:15 AM---Hold public hearing on the plan for funding of the preservation and restoration of the District Clerk Records Archive for Fiscal Year 2021-2022.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DC Archive Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/31/2021 01:30 PM
Form Started By: Lisa David		Started On: 08/31/2021 11:01 AM
Final Approval Date: 08/31/2021		

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.

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 81st 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 83rd Texas Legislature passed HB1513 which authorized a fee not to exceed $10.00 for certain types of filings effective September 1, 2013. The 86th Texas Legislature then passed SB 658 making the $10.00 maximum a permanent figure.

The 87th 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.

_____ _____

Lisa David, District Clerk, Williamson County, Texas Date

_____ _____

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

NOTICE OF PUBLIC HEARING

2021/2022 WILLIAMSON COUNTY BUDGET

Pursuant to Local Government Code, Section 118.025 a Public Hearing will be held Tuesday, September 14, 2021 at 10:15 a.m. before the Commissioner's Court of Williamson County, Texas, the place of such hearing being 710 Main St, Commissioner's Courtroom located on the second floor of the courthouse, Georgetown, Texas, to consider a plan for funding the preservation and restoration of the District Clerk's archived records.

For information regarding the budget please contact Ashlie Holliday at 512-943-1551.

County Judge Bill Gravell
Commissioner Terry Cook
Commissioner Cynthia Long
Commissioner Valerie Covey
Commissioner Russ Boles

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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

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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 81st 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 83rd Texas Legislature passed HB1513 which authorized a fee not to exceed $10.00 for certain types of filings effective September 1, 2013. The 86th Texas Legislature then passed SB 658 making the $10.00 maximum a permanent figure.

The 87th 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.

_____ _____

Lisa David, District Clerk, Williamson County, Texas Date

_____ _____

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

NOTICE OF PUBLIC HEARING

2021/2022 WILLIAMSON COUNTY BUDGET

Pursuant to Local Government Code, Section 118.025 a Public Hearing will be held Tuesday, September 14, 2021 at 10:15 a.m. before the Commissioner's Court of Williamson County, Texas, the place of such hearing being 710 Main St, Commissioner's Courtroom located on the second floor of the courthouse, Georgetown, Texas, to consider a plan for funding the preservation and restoration of the District Clerk's archived records.

For information regarding the budget please contact Ashlie Holliday at 512-943-1551.

Commissioners Court - Regular Session **54.**

Meeting Date: 09/14/2021

District Clerk Archive Plan

Submitted For: Lisa David **Submitted By:** Lisa David, District Clerk

Department: District Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, Consider and take appropriate action on the plan for funding of the preservation and restoration of the District Clerk's Record Archive for FY 2021-2022.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DC Archive Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/31/2021 03:33 PM
Form Started By: Lisa David		Started On: 08/31/2021 11:27 AM
Final Approval Date: 08/31/2021		

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.

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.

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The 83rd Texas Legislature passed HB1513 which authorized a fee not to exceed $10.00 for certain types of filings effective September 1, 2013. The 86th Texas Legislature then passed SB 658 making the $10.00 maximum a permanent figure.

The 87th 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.

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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.

Lisa David 8-31-21

Lisa David, District Clerk, Williamson County, Texas Date

_____ _____

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

NOTICE OF PUBLIC HEARING

2021/2022 WILLIAMSON COUNTY BUDGET

Pursuant to Local Government Code, Section 118.025 a Public Hearing will be held Tuesday, September 14, 2021 at 10:15 a.m. before the Commissioner's Court of Williamson County, Texas, the place of such hearing being 710 Main St, Commissioner's Courtroom located on the second floor of the courthouse, Georgetown, Texas, to consider a plan for funding the preservation and restoration of the District Clerk's archived records.

For information regarding the budget please contact Ashlie Holliday at 512-943-1551.

Commissioners Court - Regular Session **56.**

Meeting Date: 09/14/2021

Hill Country Medical Ministries dba Samaritan Health Ministries CARES Funding

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action approving an agreement between Williamson County and Hill Country Medical Ministries, Inc. d/b/a Samaritan Health Ministries for reimbursement under the Coronavirus Aid, Relief and Economic Security Act (CARES Act) for exepenses incurred as a result of COVID-19.

Background

Attached is an agreement including Attachment A that outlines the expenses incurred or to be incurred by Hill Country Medical Ministries, Inc. d/b/a Samaritan Health Ministries as a reslut of COVID 19. The funding for this agreemnt was approved to come from CARES Funds August 10, 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hill Country Medical Ministries dba Samaritan Health Cares Funding

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:40 AM
Form Started By: Julie Kiley		Started On: 09/09/2021 08:00 AM
Final Approval Date: 09/09/2021		

WILLIAMSON COUNTY
SOCIAL SERVICE FUNDING AGREEMENT
WITH
HILL COUNTRY MEDICAL MINISTRIES, INC.
D/B/A SAMARITAN HEALTH MINISTRIES

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 **Hill Country Medical Ministries, Inc. d/b/a Samaritan Health Ministries** (the "Agency"), with mailing address at 904 Crystal Falls Parkway, Leander, TX 78641.

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 Six Hundred Ninety-Seven Thousand and 00/100 cents ($697,000.00) (CARES Act Funds) to the Agency, conditioned upon Agency complying with the terms and conditions of this Agreement. The Agency estimates that $697,000.00 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 $697,000.00.

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:

Hill Country Medical Ministries, Inc. d/b/a Samaritan Health Ministries
Attn: Executive Director
904 Crystal Falls Parkway
Leander, TX 78641

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

William Gravell, Jr.

ATTEST:

Nancy Rister , County Clerk

Date:

HILL COUNTRY MEDICAL MINISTRIES, INC.
D/B/A SAMARITAN HEALTH MINISTRIES

By: Selena Munoz

Its: Executive Director

Date:

8/27/2021

SAMARITAN HEALTH MINISTRIES

Funding to Support Clinic for Underand Uninsured Patients

Exhibit A
Samaritan Health Ministries
904 Crystal Falls Parkway
Leander TX 78641
512-331-5828
Executive Director: Selena Munoz

Support due to COVID	**2020 - Aug to Dec.** (5 months)	**2021 (Jan - July)**	**2021 (Aug-Dec) Projected**	**TOTAL**
Rent - To support social distancing due to COVID $8647.05/month (Partial rent)	$43,235	$60,529	$43,235	$147,000
Tele-Health Equipment/Support (see Telehealth tab for breakdown)	$22,400	$ 27,600		$50,000
Medical Visits - In person and telehealth for Williamson Co. pts **March 2020 - July 2021** ($100/patient - NTE 2500 visits/year)	$250,000	$250,000		$500,000
				$697,000
	2559 Pt Visits March - Dec 2020	2618 Pt Visits Jan - July 2021		

Commissioners Court - Regular Session **57.**

Meeting Date: 09/14/2021

Strategic Plan Consulting Services Request for Qualifications

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on determining the scope of work for the Williamson County Strategic Plan Consulting Services project.

Background

This workshop session is held at the request of the Court to discuss the direction and scope of the countywide strategic planning project. The Purchasing Department has drafted a Request for Qualifications (RFQ) Draft document to solicit for consulting services.

Staff seeks direction on the following items:

- Does the Court seek to move this project forward?
- Can the RFQ scope of work release as written or are edits needed?
- Who will participate on the RFQ scoring and interview committee and what is the Court's vision for these interviews?

The current cost for this service is now estimated at $100,000 +/-. This estimated reduction is a result of now having line of sight to that planning work that is up to date and has already been done.

Lastly, the Court may want to consider a staff liaison to coordinate with the chosen consultant to move the project forward.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/07/2021 01:47 PM
Form Started By: Joy Simonton		Started On: 09/07/2021 10:14 AM
Final Approval Date: 09/07/2021		

Commissioners Court - Regular Session **58.**

Meeting Date: 09/14/2021

Purchase of Tax Statement Printing and Mailing Services through Variverge

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of Tax Statement Printing and Mailing from Variverge pursuant to Montgomery County Interlocal Agreement (ILA) in the amount of $67,155.

Background

Approval of this item will support the operations of the Williamson County Tax Office as this purchase is for the annual printing and mailing of tax statements. Estimate is attached that outlines the printing and mailing services. It was verified that Montgomery County does have an active contract with Variverge for this service. The ILA is attached herein. Department contact is Larry Gaddes. This expenditure will be charged to FY 22 funds; $27,315 charged to 01.0100.0499.004350 and $39,800 charged to 01.0100.0499.004212. Department contact is Larry Gaddes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Estimate

ILA Montgomery County

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 08:10 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:25 AM
Form Started By: Erica Smith		Started On: 09/07/2021 02:52 PM
Final Approval Date: 09/09/2021		

variverge.com
1.888.288.6693

variverge
data+print+mail

Corporate Office
920 SW 9th Avenue + Amarillo, TX 79101
Dallas Location
8949 Diplomacy Row + Dallas, TX 75247

Estimate

ADDRESS
Williamson County Tax Office
904 S. Main Street
Georgetown, TX 78626

[redacted] DATE [redacted] 08/16/2021

QTY	DESCRIPTION	RATE	AMOUNT
	2021 Tax Statement Estimate		
305,000	Laser Printing (Duplex Color Printing)	0.036	10,980.00
100,000	Rendering (Fold/Insert/Meter)	0.035	3,500.00
155,000	Perf Paper for Laser Printing	0.017	2,635.00
100,000	Envelopes #10	0.0225	2,250.00
100,000	Envelopes #9 (Green Envelope)	0.03	3,000.00
100,000	1st Insert (#9 Green Envelope)	0.01	1,000.00
100,000	Insert Estimate	0.025	2,500.00
100,000	2nd Insert (Insert)	0.01	1,000.00
1	Freight Estimate for Materials	300.00	300.00
100,000	Postage Estimate	0.398	39,800.00
1	CASS/NCOA Service	150.00	150.00
	Prices subject to Interlocal Agreement with Montgomery County		

TOTAL **$67,115.00**

Accepted By

Accepted Date

Please pay online! Or mail check to:
920 SW 9th Ave
Amarillo, TX 79101

PURCHASING COOPERATIVE INTERLOCAL AGREEMENT

This Purchasing Cooperative Interlocal Agreement ("Agreement") is by and between Montgomery County, a political subdivision of the State of Texas ("Montgomery County"); and Williamson County, Texas, a political subdivision of the State of Texas ("Williamson County"); acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods, services and materials; and

WHEREAS, except for competitively bid contracts that are renewable, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a Cooperative Purchasing Program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I hereby certify that this is a true and correct copy of the original record on file in my office

Mark Turnbull, County Clerk
Montgomery County, Texas

by _____ Deputy

Issued FEB 26 2015

ARTICLE I
PURPOSE

The purpose of this Agreement is to establish a Cooperative Purchasing Program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts (County Purchases) pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

ARTICLE II
TERM

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement ("Effective Date"). This Agreement shall remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE III
APPOINTMENT OF PURCHASING AGENT; BIDDING PROCEDURES AND SPECIFICATIONS

Each party hereby makes, constitutes and appoints the other party its true and lawful purchasing agent for the purchase of selected goods and/or services using County Purchases. Each party will maintain a listing of County Purchases which are available for the other party's use. To utilize one or more of such County Purchases, each party must request authorization, in writing, to the other party. Upon receipt of the request, the receiving party will forward a copy of the appropriate Annual Contract to the requesting party. Each party agrees that the bidding for County Purchases shall be conducted by each party according to its usual bidding procedures and in accordance with applicable State of Texas statutes and laws. Furthermore, each party agrees that all specifications for selected goods and/or services shall be determined by the party that conducted the bid for a particular Annual Contract.

ARTICLE IV
DESIGNATION OF REPRESENTATIVES

The County Judge of Montgomery County or his/her designee is authorized to act on behalf of Montgomery County in all matters relating to this Cooperative Purchasing Program and the Williamson County Judge or his designee is authorized to act on behalf of Williamson County in all matters relating to this Cooperative Purchasing Program.

ARTICLE V
PURCHASING AND PAYMENT TERMS

Each party shall make payments directly to the vendor under the Annual Contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. The vendor or vendors of an Annual Contract shall bill the party directly for all items purchased by such party.

ARTICLE VI

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas

by _____ Deputy

Issued FEB 26 2015

RESPONSIBILITY FOR VENDOR'S COMPLIANCE

Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery under an Annual Contract.

ARTICLE VII
TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE VIII
MISCELLANEOUS

A. Relationship of Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity. The employees of one party shall not be deemed or construed to be the employees of the other party for any purposes whatsoever.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

C. Amendment: This Agreement may be amended by the mutual written agreement of both parties hereto.

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

E. Assignment: No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

F. No Third Party Beneficiaries: 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.

G. Compliance with Laws: Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas

by _____ Deputy

Issued FEB 26 2015

H. Construction: 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.

I. 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 either party or their past or present officers, employees, or agents or employees, or to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters 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.

J. Governing Law: 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.

K. Entire Agreement: This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

L. Recitals: The recitals to this Agreement are incorporated herein.

M. Counterparts: This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas

by _____ Deputy

Issued FEB 26 2015

EXECUTED this 23rd day of February, 2015.

MONTGOMERY COUNTY, TEXAS

By: _____
Craig Doyal
Montgomery County Judge
501 N. Thompson, Suite 401
Conroe, TX 77301

EXECUTED this _____ day of _____, 20____.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis,
Williamson County Judge
710 Main Street, Suite 105
Georgetown, Texas 78626

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas

by _____ Deputy

Issued FEB 26 2015

Commissioners Court - Regular Session **59.**

Meeting Date: 09/14/2021

MUD Interlocal Agreement

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on interlocal agreement for law enforcement services between Williamson County and Williamson-Travis Counties Municipal Utility District No. 1.

Background

This is a renewal of the current agreement. There were no changes, other than names and dates on the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MUD Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2021 12:15 PM
Form Started By: Kathy Pierce		Started On: 09/08/2021 09:19 AM
Final Approval Date: 09/08/2021		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**CONSTABLE 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, (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Constable's Office set forth on the signature page below (hereinafter, "CONSTABLE'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to employ or contract in a private capacity DEPUTIES of the CONSTABLE'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 with the DEPUTIES are working of 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 54.0205(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 polices of the CONSTABLE'S OFFICE. ***LGE expressly acknowledges and agree that such DEPUTIES are at all times employees or independent contractors of LGE when employed or 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 employment of contactor relationships with DEPUTIES. The LGE, as part of the 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 employment 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 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 October 1, 2021, and shall terminate on September 30, 2022, and will have two additional one (1) year automatic renewals. Unless notice of termination is provided by a party to this Agreement prior to the end of the initial or renewal terms, this 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 FY2024.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Texas Occupations Code Section 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. The COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $12.00 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 CONSTABLE'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:

   CONSTABLE'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 the appropriate tax documents with the Internal Revenue Service.

10. Each party to the AGREEMENT, in the performance of the 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: Williamson-Travis Counties Municipal Utility District No. 1

Signature: Catherine Frankle

Printed Name: Catherine Frankle

Title: President

Date: 9/1/2021, 2021

WILLIAMSON COUNTY CONSTABLE'S OFFICE:

Williamson County Constable Precinct No. 2

Printed Name of Official: Jeff Anderson

Signature of Official: _____

Date: September 2, 2021

Address of Office: 350 Discovery Blvd., Suite 205
Cedar Park, Texas 78613

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF COUNTY DEPUTIES.

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONER'S COURT:

By: _____
Bill Gravell Jr.
Williamson County Judge & Presiding Officer, Williamson County Commissioner's Court
710 Main Street, Suite 105
Georgetown, Texas 78626

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **60.**

Meeting Date: 09/14/2021

Cancel Comms Court October 12, 2021

Submitted For: Bill Gravell **Submitted By:** Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on canceling the Commissioners Court session for October 12, 2021.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	09/01/2021 02:21 PM
Form Started By: Becky Pruitt		Started On: 09/01/2021 09:41 AM
Final Approval Date: 09/01/2021		

Commissioners Court - Regular Session **61.**

Meeting Date: 09/14/2021

Unified Power Service and Maintenance Agreement

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Service and Maintenance Agreement for Uninterruptible Power Supply devices (UPS) in the Williamson County Emergency Services Operations Center (ESOC) in the amount of $35,322.10 and exempting Unified Power from the competitive bidding requirements for said service established by Section 262.024 (a)(7)(D) [Captive Replacement Parts and Components for Equipment] of the Texas Local Government Code Discretionary Exemptions, and authorizing the execution of the agreement.

Background

UPS batteries are the batteries within Uninterrupted Power Supply devices. These devices are intended to provide power for short periods of time during power outages.

This Service and Maintenance Agreement is for the Uninterrupted Power Supply devices at the Williamson County ESOC to maintain critical functions in the event of power interruption. Service is required to replace eighty (80) batteries at this time and an annual maintenace agreement is required to assure on-demand service is available throughout the year. The existing batteries were purchased from Unified Power and due to their knowledge and experience with the ESOC facility, this company is preferred for this service. Department Contact: Michael Moody. Funding Source: 01.0100.0581.004500.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 10:26 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 10:29 AM
Form Started By: Andrew Portillo		Started On: 09/03/2021 10:10 AM
Final Approval Date: 09/09/2021		

Unified Power

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www.unifiedpowerusa.com

Keeping You in Power

Williamson County Emergency Communications

Proposal #: - Rev: 1
Date: 08/19/2021

Jeremy Rose
(972) 524-6050
jeremy.rose@unifiedpowerusa.com

Invoice To:	End User:
Williamson County Emergency Communications 911 Tracy Chambers Ln Georgetown TX 78626	Williamson County Emergency Communications

Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US

Description	Rate	Quantity	Price
Labor to remove, replace and recycle (2) strings of (40) UPS12-350MR batteries associated with UPS 2, during normal business hours.	$2,168.70	1	$2,168.70
Battery, Narada, 12V, 365WPC, Insert Terminals	$170.88	80	$13,670.40
Texas Recycle Fee	$3.00	80	$240.00
Freight Charges- LTL Freight w/ Lift Gate Delivery **Inside delivery not included. Service can be quoted at an additional cost**	$160.00	1	$160.00
Service Plan Includes: 7x24 "4" hr Emergency Response, 7x24 Part and Labor for the UPS Electronics Major UPS & Battery PM (7x24) Minor UPS & Battery PM (7x24) Quarterly Battery PM (7x24) Equipment to be Serviced Toshiba 1600XP SN# 120302889 Toshiba 1600XP SN# 120100335 Toshiba G9000 SN# 12-7E4216380013 Eaton 9170 SN# EA201T0028 Eaton 9170 SN# EY434T0029 Agreement Period 11/1/2020-11/30/2021	$19,083.00	1	$19,083.00
Site Total:			$35,322.10

Comments

Proposal includes
Battery Replacement- $16239.10

Maintenance Contract- $19083.00
Major UPS & Battery PM (7x24)
Minor UPS & Battery PM (7x24)
Quarterly Battery PM (7x24)

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Summary	
Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US	$35,322.10
Tax	$0.00
Total	$35,322.10

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jeremy.rose@unifiedpowerusa.com

Unified Power's Terms & Conditions will apply to orders based on this proposal.

Unified Power's Standard Terms attached to this proposal are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

Unified Power		**Williamson County Emergency Communications**	
Signature:	Steve Gottlieb	Signature:	
Date:	8/24/2021	Date:	
Printed Name:	Steve Gottlieb	Printed Name:	
Title:	EVP Sales & Business Development	Title:	

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jeremy.rose@unifiedpowerusa.com

Service Agreement

UNIFIED POWER will provide scheduled or remedial services (hereinafter referred to as service) in accordance with the manufacturer's specifications, as further defined in UNIFIED POWERS Proposal (Proposal) attached hereto. This Service Agreement is made and entered into by UNIFIED POWER and Customer expressly subject to the standard commercial Terms and Conditions of UNIFIED POWER all of which are incorporated by reference herein as if fully copied and set forth at length.

A. SCHEDULED MAINTENANCE:

1. The Preventive Maintenance (PM) inspection requirements will be scheduled during the Agreement period. Unless otherwise agreed in applicable Proposal:
   a. Minor inspection(s) (if applicable) will be scheduled at the convenience of UNIFIED POWER and normally will not require a system shutdown.
   b. The Major inspection will be scheduled at the convenience of the Customer and may require a full system shutdown.
2. If a PM cannot be scheduled within any annual term due to Customer delay, such PM will be forfeited no prorated PM value will be refunded.

B. EMERGENCY MAINTENANCE:

1. UNIFIED POWER will provide an emergency telephone number for notification by Customer of the need for emergency maintenance. For equipment covered by Remedial maintenance, UNIFIED POWER will determine the extent of the emergency and will take the necessary corrective action. If repairs are to be charged at Time & Materials (T&M) rates (attached), such service must be approved by Customer prior to dispatch (Refer to Section D). Emergency maintenance is defined, for purposes of this Agreement, as the maintenance required to restore the equipment listed in Appendix I to manufacturers agreed specifications following an unexpected interruption in service of said equipment.
2. UNIFIED POWER will make every reasonable effort to provide emergency maintenance as soon as possible and according to the response time schedule specified in the Proposal, subject to Customer acceptance and approval in case of T&M coverage.

   *RESPONSE TIME IS DEFINED, FOR PURPOSES OF THIS AGREEMENT, AS THE TIME FROM RECEIPT OF AN EMERGENCY CALL BY UNIFIED POWER, TO THE ARRIVAL OF AN ENGINEER ON SITE AT THE EQUIPMENT LOCATION.
3. UNIFIED POWER will provide remedial maintenance for problems not immediately affecting system reliability on a 0700 to 1800 hours Monday through Friday basis.

C. PARTS REPLACEMENT:

1. If Parts coverage is specified for equipment specified in the Proposal, REPLACEMENT OF CUSTOMER PARTS USED IN REPAIR OF SAID EQUIPMENT IS INCLUDED, with exception of Batteries (unless specifically included in the Proposal), major magnetics, and full AC or DC capacitor replacement. If any equipment covered by a Full Service program is no longer supported by its original equipment manufacturer, it is agreed that parts replacement for said equipment will be provided on a best-effort basis, and if parts are unavailable from any known source then the coverage for the equipment will revert to PM-Only and the contract value adjusted accordingly.
2. Any parts replaced under this Agreement will become the property of Unified Power.

D. ITEMS NOT COVERED BY THIS AGREEMENT:

1. Equipment modification or any additional testing beyond the scope described herein and attached, and testing of equipment modifications made by Customer are not covered by this Agreement.
2. Work not covered by this Agreement will be evaluated by UNIFIED POWER and, if agreed to by both parties, will be performed on a time and material basis as set forth in attached T&M rates.

E. EQUIPMENT LOCATION:

1. Maintenance of equipment covered under Remedial service is to be provided at the location specified in the Proposal only.
2. Customer will provide adequate working space and facilities for use by UNIFIED POWER and proper storage of spare parts. Customer will allow UNIFIED POWER ready access to Customer site and equipment, subject to Customers reasonable internal security and safety rules.

F. BATTERIES:

1. Battery maintenance is the sole responsibility of the Customer unless battery coverage is specified in the Proposal. In the event that battery maintenance is provided by UNIFIED POWER, it will be performed in accordance with general manufacturer's recommendations and standard industry practice. UNIFIED POWER assumes no responsibility for the proper dissemination or accuracy of recommendations of individual manufacturers.

G. TERM and TERMINATION:

1. This Agreement shall automatically be renewed for successive twelve (12) month periods at prices in effect at the time of each renewal. Customer will be provided written notice of renewal of the Agreement approximately 60 days prior to its expiration stating the prices for the applicable renewal term. In the event Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to its expiration.
2. Notwithstanding the foregoing, Customer or UNIFIED POWER may terminate this Agreement at any time upon thirty (30) days written notice to the other, in which case I) Customer will be liable for any service rendered to the reasonable satisfaction of Customer prior to the effective date of termination; and II) UNIFIED POWER, at its discretion, shall provide a credit against any advance payments received as follows: a) a prorated amount based on the terminated portion of the fixed-price fee due UNIFIED POWER; or b) an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of service provided (including emergency repair calls) by Unified Power prior to the effective date of early termination.

H. EXCLUSIONS:

1. If included under Remedial coverage, equipment that has not been serviced by UNIFIED POWER is subject to inspection by UNIFIED POWER to determine if it is in acceptable working condition prior to acceptance of this Agreement by UNIFIED POWER. As determined by results of the first preventive maintenance inspection under this Agreement, any remedial action required to bring covered equipment into compliance with manufacturer's specifications will be at Customer's sole expense under the time and material charges at the attached T&M rates. If Customer declines to approve such remedial action, the Agreement will be voided and any payments already received by UNIFIED POWER will be refunded, less any charges (at aforementioned T&M rates) for services already expended under the Agreement.
2. Labor will be charged to and paid by Customer at the attached T&M rates, for the repair or service of the equipment covered as Remedial Service under this Agreement, in the event any of the following conditions occur during the term of this Agreement:

   a. Persons other than UNIFIED POWER attempt to repair or maintain the equipment covered by this Agreement;
   b. Damage to the equipment covered by this Agreement results from acts of God or any and all external causes including, but not limited to, any and all insurable risks. This limitation specifically excludes acts by UNIFIED POWER, its agents, or employees;
   c. Damage to equipment covered by this Agreement results from failure to maintain a reasonable temperature or state of cleanliness at the covered equipment location;
   d. Reasonable access to the covered equipment is denied to UNIFIED POWER;
   e. Service calls are requested by Customer which are unrelated to the equipment covered under this Agreement;
   f. Service is required due to misuse or improper operation of the covered equipment beyond the manufacturers' specifications for the equipment covered under this Agreement;
   g. UNIFIED POWER is required to stay at Customer's site more than one hour after repairs are completed because Customer has elected not to place equipment back in service upon completion of repairs; and,
   h. UNIFIED POWER is required to use outside personnel to provide services under this Agreement. The cost of any such outside personnel shall be Customer's sole responsibility.

I. SAFETY REPRESENTATIVE:

1. Customer agrees to provide a safety representative and that representative will be available at the equipment location whenever UNIFIED POWER is performing services under this Agreement on equipment under line power. Customer will further ensure that the safety representative understands where and how to disconnect power and has sufficient physical capabilities to accomplish same.

J. CUSTOMER RESPONSIBILITIES:

1. Notwithstanding any other provision of this Agreement, Customer shall provide proper and reasonable maintenance and access to all equipment covered by this Agreement. Customer shall also provide the following:

   a. A Safety Representative, as provided for in Paragraph I;
   b. Inspection and replacement of air filters on a routine basis;
   c. All applicable equipment areas kept clean and free of loose debris.
   d. A temperature in all applicable equipment areas at or below 84 degrees Fahrenheit at all times;
   e. Humidity control in all applicable equipment areas to prevent condensation;
   f. Covered equipment areas free of corrosive elements that affect the operating life of equipment.

K. ASSIGNMENT/SUBCONTRACTING:

1. Neither party to this Agreement shall have the right to assign its rights or delegate its duties under this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. This provision shall not act to prevent and/or restrict either party from an assignment to accomplish a change and/or modification of corporate structure provided that such changes and/or modifications do not materially and adversely affect the other party to this Agreement. In addition, UNIFIED POWER shall have the right to subcontract any of the work that is the subject of this Agreement.

Additional Standard County Terms:

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 ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

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

Mediation:
The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Right to Audit:
Unified Power 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 Unified Power which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Unified Power agrees that customer shall have access during normal working hours to all necessary Unified Power 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 Unified Power reasonable advance notice of intended audits

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Critical Power Service

Attachment U100

Unified Powers Critical Power Service (CPS) includes the following:

Repair of the Electronics or power module portion of the UPS System. These Services shall be performed during the contracted period of maintenance (CPM) at no extra charge to the client. Unless otherwise specifically stated on the Service Agreement or accompanying Proposal, Unified Power (Contractor) shall respond to an emergency at the clients site the next business day after Contractor acknowledges clients request.

Emergency Service Repair includes labor, parts and expenses required to repair clients system. Should the client possess a spare parts kit, the Contractor may use those spare parts during the repair of the system and shall replace the spare parts with the same or similar products.

Exclusions: Unless otherwise specifically stated in the Service Agreement or this Attachment U-100, the following parts and/or services are excluded: Full DC or AC capacitor replacements, Battery Plant replacement or parts associated directly with the battery plant, External breakers and switchgear. Repair of pre-existing conditions, damages caused by others.

CPS Preventive Maintenance is not included by this Agreement, but it is recommended. Prior to the acceptance of this Agreement and commencement of CPS a pre-site survey by Contractor is required.

Rev. 03/10/14

Auto Mileage	Current IRS rate
Materials/Parts	Current Pricing, FOB Destination
Same Day Response	Subject to availability, May be subject to Premium Charge
Calculation of Charges	Portal to Portal

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UPS Inspection Major

Attachment U200

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during a Major PM inspection of the UPS Power Module (PM Services). PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. All inspections are designed to be performed during off line operation, in the bypass mode. A review of all hardware and/or processes may not be applicable to all equipment models. UPH offers standardized Methods of Procedure (MOPs) to be followed in conjunction with PM Services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U-901).

Clients canceling a PM Service less than 24 hours prior to the scheduled appointment time may forfeit PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the PM Service inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the PM Services otherwise available to client from Contractor.

I. Visual Inspection

- A. Inspect all printed circuit boards connections for cleanliness, swab contacts if necessary.
- B. Inspect all power connections for signs of overheating.
- C. Inspect all subassemblies, bridges and legs for signs of component defects or stress.
- D. Inspect all DC capacitors for signs of leakage.
- E. Inspect all AC capacitors for signs of leakage.
- F. Inspect and inventory all customer owned spare parts.
- G. Inspect for, and perform as required, any open engineering changes.

II. Internal Operating Parameters

- A. DC Ground Detection Offset
- B. Inverter leg current average balance
- C. Output filter current average phase balance
- D. Rectifier bridge current average leg balance
- E. AC Protection settings and operation
- F. DC Protection settings and operation
- G. Input and Output Frequency and Voltage Bandwidth settings.
- H. Verify DC filter capacitance.
- I. Verify AC tank and trap filter capacitance.
- J. Power Supply voltages and waveforms.
- K. Replace Power Module power supply back up control battery cells.
- L. Static Switch leakage testing

III. External Operating Parameters

- A. System Input Voltages (all phases)
- B. System Input Currents (all phases)
- C. DC Charging Voltage (float and equalize), record settings, adjust to nominal
- D. Rectifier phase on and walk up
- E. Inverter phase on and walk up
- F. Adjust all panel meters to measured values
- G. System Bypass Voltages (all phases)
- H. Manual and UV Transfer Testing, verify uninterrupted transfer waveform.
- I. Outage simulation, and battery capability testing, and verify charger current limit.
- J. Generator operation and interface verification.

IV. Environmental Parameters

A. UPS area ambient temperature and condition of ventilating equipment.
B. General Cleanliness of UPS Power Module
C. General Cleanliness of UPS area.
D. Replace all air filters.
E. Clean control panel/CRT screen.3

V. Battery Cabinet Checks

A. General appearance of Battery System (all types)
B. General cleanliness of Battery System area. (all types)
C. Battery System area ambient temperature and condition of ventilating equipment.

VI. Monitoring System Parameters

A. Alarm archive review and printing
B. Alarm lamp test - local and remote
C. Replace all open monitor bulbs

VII. General

A. Customer Consultation
B. Verbal Recommendations
C. General Observations

Following the Major PM inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

Rev. 02/28/14

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UPS Minor Inspection

Attachment U201

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during a Minor PM inspection of the UPS Power Module (PM Services). PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. All inspections are designed to be performed during off line operation, in the bypass mode. A review of all hardware and/or processes may not be applicable to all equipment models. UPH offers standardized Methods of Procedure (MOPs) to be followed in conjunction with PM Services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U-901).

Clients canceling a PM Service less than 24 hours prior to the scheduled appointment time may forfeit PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the PM Service inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the PM Services otherwise available to client from Contractor.

I. Visual Inspection

- A. Inspect the proper operation of all cooling fans.
- B. Inspect all power connections for signs of overheating.
- C. Inspect all DC capacitors for signs of leakage.
- D. Inspect all AC capacitors for signs of leakage.
- E. Inspect and inventory all customer owned spare parts.
- F. Inspect for and note any open engineering changes.

II. Internal Operating Parameters

- A. Rectifier bridge current average leg balance.
- B. Inverter leg current average balance.
- C. Power Supply voltages and waveforms.
- D. Power Supply back up control battery cell voltages.
- E. Output filter current average phase balance.

III. Environmental Parameters

- A. UPS area ambient temperature and humidity.
- B. Operating condition of ventilation and cooling equipment.
- C. Cleanliness of UPS Power Module.
- D. Cleanliness of UPS area.
- E. Cleanliness of all air filters (replace if necessary)

IV. Battery Checks

- A. Battery System area ambient temperature and humidity.
- B. Operating condition of ventilation and cooling equipment.
- C. General appearance of Battery System (all types)
- D. General cleanliness of Battery System area. (all types)

V. Monitoring System Parameters

- A. Download of alarm history / event queue.
- B. Download of present front panel metering values.
- C. System Input Voltages, Currents, and Frequency (all phases).
- D. Rectifier Input Voltages, Currents, and Frequency (all phases).
- E. DC Charging Voltages and Current
- F. Inverter Output Voltages, Currents, and Frequency (all phases).
- G. System Output Voltages, Currents, and Frequency (all phases).
- H. System Bypass Voltages and Currents (all phases).

I. Download of battery self-test data
J. Download of unit configuration report
K. Operation of control and status panel lamp tests - local and remote
L. Operating status of remote monitor status panels

VI. General

A. Customer Consultation
B. Verbal Recommendations
C. General Observations
D. Submit Report within 5 days

Rev. 02/28/14

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Valve Regulated Battery System (Sealed)

Annual/Semi-Annual Inspection

Attachment U300

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during an inspection of the battery plant (Battery PM Services). Battery PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. No Battery PM Services will be performed on Holidays observed by Contractor. All inspections are designed to be performed during on-line operation. A review of all hardware and/or processes may not be applicable to all equipment models.

Clients canceling a Battery PM Service less than 24 hours prior to the scheduled appointment time may forfeit Battery PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the Battery PM inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the Battery PM Services otherwise available to client from Contractor.

Annual/Semi-Annual Maintenance Inspection Includes:

- Measure and record total system float voltage and individual battery voltages using a digital voltmeter.
- Batteries may be load tested with a portable tester applying 2.5 times its ampere hour rating for 15 seconds and record battery voltage at end of test period. Batteries may also have the internal resistance, impedance or conductance recorded as well as load testing 10% during bi-annual inspections.
- Measure and record ambient temperature and all negative post temperatures.
- Measure and record all of the intercell/unit connector and battery cable contact resistances using a digital low resistance ohmmeter to verify that connection resistances are within the acceptable values determined for the particular battery, per manufacturers guidelines. Not applicable to units with spade terminals.
- Visually inspect conditions and appearance of the following:
  - Main terminal connections, intercell/unit connectors, cables, and associated hardware.
  - Cell/unit covers, containers, and post seals.
  - Battery racks or cabinets and associated components and hardware.
- Mechanicals and Housekeeping Review:
  - Spot check torque on battery rack frames, rails and braces.
  - Retorque all battery connections found to be beyond acceptable contact resistance values. Connection resistances remaining above acceptable limits should be analyzed to determine the effect of the increased resistance on connection integrity, remedy as required.
  - Perform cleaning of accessible surfaces and surrounding areas.
- Inspect and/or adjust the following:
  - Float and equalize voltage settings.
  - Operation of output current and voltage meters.
  - General housekeeping of equipment.
- Review of Customer maintained records and safety documentation:
  - Check for warning/hazard labels and operation information placards.
  - Inspect area for safety equipment if required.
- Provide Customer with a written report:
  - Describe condition of the batteries and any maintenance which Contractor deems necessary.
  - Submit Report within 5 days

Rev. 9/17/13

Jeremy Rose
(972) 524-6050
jeremy.rose@unifiedpowerusa.com

Preferred Time and Material Rates

Attachment U901

Preferred Time and material rates apply to remedial/emergency services performed by Unified Power engineers on contracted clients. Remedial service requiring emergency response for equipment failures is available 24 hours a day, 365 days a year. Rates do not apply to scheduled services, such as special testing, battery string replacement, or other specific services which are quoted on a fixed-price basis upon request.Contracted clients receive 15% off of standard labor rates and discounts off of parts list price.

Unified Powers Standard Terms Conditions apply for services performed. Rates aresubject to change

Travel and Labor Rates*

Service Type	Regular Hours[1]	Off Hours[2]	Holiday
UPS Services	$150.00/Hour	$215.00/Hour	$300.00/Hour
DC/Electronic Services	$150.00/Hour	$215.00/Hour	$300.00/Hour
Battery Services	$120.00/Hour	$180.00/Hour	$235.00/Hour
Managed Service	As Proposed		
Expenses	Billed at Cost		
Auto Mileage	$0.585 Cents per Mile		
Materials//Parts	Current Pricing, FOB Shipping Point		
Same Day Response	Subject to availability, May be subject to Premium Charge		
Calculation of Charges	Portal to Portal		

* Minimum of 4 hours required for the services

1 Regular Hours : Monday - Friday from 8am to 5pm.

2 Off Hours : Monday - Friday and Weekends

Effective: 08/01/19

Commissioners Court - Regular Session **62.**

Meeting Date: 09/14/2021

Oracle ERP System License Purchase (Pay-HR-IDCS-Emp SSHR)

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the quotation attached for Oracle license and support renewal for three (3) years through Mythics pursuant to DIR contract #DIR-TSO-4158 in the amount of $961,754.31.

Background

Approval of this item will support multiple departments across Williamson County. The Oracle platform is the countywide Enterprise Resource Planning (ERP) system supporting Audit, Accounting, Budget, Asset, Purchasing and Human Resource functions. This purchase provides 49 different license types to be renewed for a 3-year period. This agreement will lock in pricing over a 3-year term, the county will be invoiced annually for each fiscal year. Amount to be paid for FY22 is $320,584.77. Quote for 3-year pricing and quote for FY 22 are attached. IT, legal, contract audit, and budget have reviewed and authorized this purchase. This expenditure will be charged to 01.0100.0503.004505. Department contact is Alison Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

3-Year Quote

FY22 Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 07:29 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:20 AM
Form Started By: Erica Smith		Started On: 09/03/2021 01:28 PM
Final Approval Date: 09/09/2021		

3 Year Budgetary Pricing

Platinum Partner

Texas DIR-TSO-4158

4525 Main Street, Suite 1500
Virginia Beach, VA 23462

Phillip McGowan
Phone: (757) 785-9496
Fax: (757) 412-1060
Email: PMcGowan@mythics.com

Company Name: Williamson County, Texas
Contact: Minnie Beteille
Email: mbeteille@wilco.org
Phone Number: (512) 943-1448
Project: Oracle Support - FY22

Quote Number: [redacted]
Prepared On: September 7, 2021
Valid Through: 3 Year Budgetary Quote

Please include this reference on a valid PO:	This PO incorporates the terms of Mythics quote number [redacted] YR including the Texas DIR-TSO-4158 by reference

ORACLE SUPPORT RENEWAL

Line Item	CSI	Oracle Product Description / License Type	Start Date	End Date	Quantity	Support Type	Extended Price
1	19766401	Oracle Advanced Benefits - Employee Perpetual	11/1/2021	10/31/2024	211	Software Update License & Support	$ 5,889.18
2	19766401	Oracle Payroll - Employee Perpetual	11/1/2021	10/31/2024	76	Software Update License & Support	$ 5,615.04
3	19766401	Oracle Human Resources - Employee Perpetual	11/1/2021	10/31/2024	110	Software Update License & Support	$ 6,682.23
4	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2024	25	Software Update License & Support	$ 3,688.41
5	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2024	25	Software Update License & Support	$ 37,460.91
6	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2024	25	Software Update License & Support	$ 7,606.68
7	20160296	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2021	10/31/2024	125	Software Update License & Support	$ 1,889.40
8	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2024	12.5	Software Update License & Support	$ 18,281.64
9	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2024	12.5	Software Update License & Support	$ 3,712.23
10	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2024	12.5	Software Update License & Support	$ 1,799.97
11	3584672	Oracle Grants - Application User Perpetual	11/1/2021	10/31/2024	3	Software Update License & Support	$ 10,612.35
12	3651532	Oracle Human Resources - Person Perpetual	11/1/2021	10/31/2024	1500	Software Update License & Support	$ 83,939.85
13	3651532	Oracle Self-Service Human Resources - Person Perpetual	11/1/2021	10/31/2024	1500	Software Update License & Support	$ 34,974.81
14	3651532	Payroll - Person Perpetual	11/1/2021	10/31/2024	1500	Software Update License & Support	$ 83,939.76
15	3651532	Oracle Advanced Benefits - Person Perpetual	11/1/2021	10/31/2024	1500	Software Update License & Support	$ 55,959.84
16	3651532	Oracle Internet Expenses - Expense Report Perpetual	11/1/2021	10/31/2024	1000	Software Update License & Support	$ 4,663.29
17	3886397	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2021	10/31/2024	3	Software Update License & Support	$ 44,865.03
18	3886397	Oracle Database Enterprise Edition - Processor Perpetual	11/1/2021	10/31/2024	1	Software Update License & Support	$ 30,290.61
19	3886397	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2021	10/31/2024	1	Software Update License & Support	$ 15,629.34
20	3886397	Oracle Database Enterprise Edition - Processor Perpetual	11/1/2021	10/31/2024	3	Software Update License & Support	$ 91,456.26
21	2252062	APPLICATIONS V1.0 **LICENSE ONLY**	11/1/2021	10/31/2024	30	Software Update License & Support	$ 25,858.02
22	2252062	ALERT V5.0 REL10.7	11/1/2021	10/31/2024	1	Software Update License & Support	$ 14,856.09
23	2252062	DISCOVERER ADMIN ED V3.0	11/1/2021	10/31/2024	1	Software Update License & Support	$ 17,805.12
24	15489690	Oracle Forms and Reports - Processor Perpetual	11/1/2021	10/31/2024	1	Software Update License & Support	$ 8,664.42
25	15489690	Oracle Internet Developer Suite - Named User Plus Perpetual	11/1/2021	10/31/2024	2	Software Update License & Support	$ 4,332.21
26	15492318	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual	11/1/2021	10/31/2024	20	Software Update License & Support	$ 7,826.58
27	15492318	Oracle Database Standard Edition One - Processor Perpetual	11/1/2021	10/31/2024	2	Software Update License & Support	$ 6,508.08
28	15598073	Oracle Human Resources - Employee Perpetual	11/1/2021	10/31/2024	25	Software Update License & Support	$ 2,434.74
29	15598073	Oracle Payroll - Employee Perpetual	11/1/2021	10/31/2024	25	Software Update License & Support	$ 2,967.30
30	15598073	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2021	10/31/2024	25	Software Update License & Support	$ 1,141.26
31	15598073	Oracle Advanced Benefits - Employee Perpetual	11/1/2021	10/31/2024	25	Software Update License & Support	$ 228.27
32	16017441	Oracle Grants - Application User Perpetual	11/1/2021	10/31/2024	2	Software Update License & Support	$ 5,883.45
33	16250337	Oracle Advanced Benefits - Employee Perpetual	11/1/2021	10/31/2024	100	Software Update License & Support	$ 3,689.40
34	16250337	Oracle Payroll - Employee Perpetual	11/1/2021	10/31/2024	400	Software Update License & Support	$ 39,063.21
35	16250337	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2021	10/31/2024	100	Software Update License & Support	$ 1,736.16
36	16250337	Oracle Human Resources - Employee Perpetual	11/1/2021	10/31/2024	400	Software Update License & Support	$ 32,118.66
37	16250802	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual	11/1/2021	10/31/2024	40	Software Update License & Support	$ 13,144.92
38	16250802	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2021	10/31/2024	2	Software Update License & Support	$ 35,775.03
39	16250802	Oracle Database Enterprise Edition - Named User Plus Perpetual	11/1/2021	10/31/2024	25	Software Update License & Support	$ 11,149.71
40	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2024	125	Software Update License & Support	$ 22,562.88
41	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2024	125	Software Update License & Support	$ 96,075.48
42	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2024	1	Software Update License & Support	$ 20,311.20
43	16250337	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2021	10/31/2024	2	Software Update License & Support	$ 23,381.88
44	16250337	Oracle Database Enterprise Edition - Named User Plus Perpetual	11/1/2021	10/31/2024	25	Software Update License & Support	$ 5,955.84
45	3073528	Oracle Database Standard Edition - Named User Single Server	11/1/2021	10/31/2024	50	Software Update License & Support	$ 3,623.43
46	18221780	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2021	10/31/2024	25	Software Update License & Support	$ 438.81
47	18221780	Oracle Human Resources - Employee Perpetual	11/1/2021	10/31/2024	25	Software Update License & Support	$ 1,864.74
48	18221780	Oracle Advanced Benefits - Employee Perpetual	11/1/2021	10/31/2024	25	Software Update License & Support	$ 932.40
49	18221780	Oracle Payroll - Employee Perpetual	11/1/2021	10/31/2024	25	Software Update License & Support	$ 2,468.19
						SULS SUBTOTAL	**$ 961,754.31**

RECOMMENDED ON-DEMAND SERVICES:	
Ask me about our On-Demand Services	**N/A**

SUPPORT TOTAL	**$**	**961,754.31**
TOTAL (if also purchasing optional On-Demand services)		**N/A**

This quotation contains data that shall not be disclosed outside of Williamson County, Texas and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose without the express written consent of Mythics, Inc. unless otherwise required by law

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 to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.
[redacted]
Support services are 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.
Media is available for download at no additional cost at http://edelivery.oracle.com/
By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.

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.

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.

Purchasing Instructions:
Please include the following statements in your order:
1. [redacted]
2. This order is placed pursuant to the terms and conditions of the DIR Contract No. DIR-TSO-4158 Oracle Contract No. US-GMA-1889764.
3. Payment terms are: Quarterly in arrears.

Fax order to 757-965-9486 or email pmcgowan@mythics.com

This PO incorporates the terms of Mythics quote number [redacted] including the Texas DIR-TSO-4158 by reference

MYTHICS™

ORACLE Platinum Partner

Texas DIR-TSO-4158

4525 Main Street, Suite 1500
Virginia Beach, VA 23462

Phillip McGowan
Phone: (757) 785-9496
Fax: (757) 412-1060
Email: PMcGowan@mythics.com

[redacted]

Company Name: Williamson County, Texas
Contact: Minnie Beteille
Email: mbeteille@wilco.org
Phone Number: (512) 943-1448
Project: Oracle Support - FY22

Quote Number: [redacted]
Prepared On: August 3, 2021
Valid Through: November 1, 2021

Please include this reference on a valid PO:	This PO incorporates the terms of Mythics quote number [redacted] including the Texas DIR-TSO-4158 by reference

ORACLE SUPPORT RENEWAL

Line Item	CSI	Oracle Product Description / License Type	Start Date	End Date	Quantity	Support Type	Extended Price
1	19766401	Oracle Advanced Benefits - Employee Perpetual	11/1/2021	10/31/2022	211	Software Update License & Support	$ 1,963.06
2	19766401	Oracle Payroll - Employee Perpetual	11/1/2021	10/31/2022	76	Software Update License & Support	$ 1,871.68
3	19766401	Oracle Human Resources - Employee Perpetual	11/1/2021	10/31/2022	110	Software Update License & Support	$ 2,227.41
4	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2022	25	Software Update License & Support	$ 1,229.47
5	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2022	25	Software Update License & Support	$ 12,486.97
6	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2022	25	Software Update License & Support	$ 2,535.56
7	20160296	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2021	10/31/2022	125	Software Update License & Support	$ 629.80
8	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2022	12.5	Software Update License & Support	$ 6,093.88
9	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2022	12.5	Software Update License & Support	$ 1,237.41
10	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2022	12.5	Software Update License & Support	$ 599.99
11	3584672	Oracle Grants - Application User Perpetual	11/1/2021	10/31/2022	3	Software Update License & Support	$ 3,537.45
12	3651532	Oracle Human Resources - Person Perpetual	11/1/2021	10/31/2022	1500	Software Update License & Support	$ 27,979.95
13	3651532	Oracle Self-Service Human Resources - Person Perpetual	11/1/2021	10/31/2022	1500	Software Update License & Support	$ 11,658.27
14	3651532	Payroll - Person Perpetual	11/1/2021	10/31/2022	1500	Software Update License & Support	$ 27,979.92
15	3651532	Oracle Advanced Benefits - Person Perpetual	11/1/2021	10/31/2022	1500	Software Update License & Support	$ 18,653.28
16	3651532	Oracle Internet Expenses - Expense Report Perpetual	11/1/2021	10/31/2022	1000	Software Update License & Support	$ 1,554.43
17	3886397	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2021	10/31/2022	3	Software Update License & Support	$ 14,955.01
18	3886397	Oracle Database Enterprise Edition - Processor Perpetual	11/1/2021	10/31/2022	1	Software Update License & Support	$ 10,096.87
19	3886397	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2021	10/31/2022	1	Software Update License & Support	$ 5,209.78
20	3886397	Oracle Database Enterprise Edition - Processor Perpetual	11/1/2021	10/31/2022	3	Software Update License & Support	$ 30,485.42
21	2252062	APPLICATIONS V1.0 **LICENSE ONLY**	11/1/2021	10/31/2022	30	Software Update License & Support	$ 8,619.34
22	2252062	ALERT V5.0 REL10.7	11/1/2021	10/31/2022	1	Software Update License & Support	$ 4,952.03
23	2252062	DISCOVERER ADMIN ED V3.0	11/1/2021	10/31/2022	1	Software Update License & Support	$ 5,935.04
24	15489690	Oracle Forms and Reports - Processor Perpetual	11/1/2021	10/31/2022	1	Software Update License & Support	$ 2,888.14
25	15489690	Oracle Internet Developer Suite - Named User Plus Perpetual	11/1/2021	10/31/2022	2	Software Update License & Support	$ 1,444.07
26	15492318	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual	11/1/2021	10/31/2022	20	Software Update License & Support	$ 2,608.86
27	15492318	Oracle Database Standard Edition One - Processor Perpetual	11/1/2021	10/31/2022	2	Software Update License & Support	$ 2,169.36
28	15598073	Oracle Human Resources - Employee Perpetual	11/1/2021	10/31/2022	25	Software Update License & Support	$ 811.58
29	15598073	Oracle Payroll - Employee Perpetual	11/1/2021	10/31/2022	25	Software Update License & Support	$ 989.10
30	15598073	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2021	10/31/2022	25	Software Update License & Support	$ 380.42
31	15598073	Oracle Advanced Benefits - Employee Perpetual	11/1/2021	10/31/2022	25	Software Update License & Support	$ 76.09
32	16017441	Oracle Grants - Application User Perpetual	11/1/2021	10/31/2022	2	Software Update License & Support	$ 1,961.15
33	16250337	Oracle Advanced Benefits - Employee Perpetual	11/1/2021	10/31/2022	100	Software Update License & Support	$ 1,229.80
34	16250337	Oracle Payroll - Employee Perpetual	11/1/2021	10/31/2022	400	Software Update License & Support	$ 13,021.07
35	16250337	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2021	10/31/2022	100	Software Update License & Support	$ 578.72
36	16250337	Oracle Human Resources - Employee Perpetual	11/1/2021	10/31/2022	400	Software Update License & Support	$ 10,706.22
37	16250802	Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual	11/1/2021	10/31/2022	40	Software Update License & Support	$ 4,381.64
38	16250802	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2021	10/31/2022	2	Software Update License & Support	$ 11,925.01
39	16250802	Oracle Database Enterprise Edition - Named User Plus Perpetual	11/1/2021	10/31/2022	25	Software Update License & Support	$ 3,716.57
40	16494735	Oracle Purchasing - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2022	125	Software Update License & Support	$ 7,520.96
41	16494735	Oracle Financials - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2022	125	Software Update License & Support	$ 32,025.16
42	16250337	Oracle Treasury - Enterprise $M in Operating Budget Perpetual	11/1/2021	10/31/2022	1	Software Update License & Support	$ 6,770.40
43	16250337	Oracle Internet Application Server Enterprise Edition - Processor Perpetual	11/1/2021	10/31/2022	2	Software Update License & Support	$ 7,793.96
44	16250337	Oracle Database Enterprise Edition - Named User Plus Perpetual	11/1/2021	10/31/2022	25	Software Update License & Support	$ 1,985.28
45	3073528	Oracle Database Standard Edition - Named User Single Server	11/1/2021	10/31/2022	50	Software Update License & Support	$ 1,207.81
46	18221780	Oracle Self-Service Human Resources - Employee Perpetual	11/1/2021	10/31/2022	25	Software Update License & Support	$ 146.27
47	18221780	Oracle Human Resources - Employee Perpetual	11/1/2021	10/31/2022	25	Software Update License & Support	$ 621.58
48	18221780	Oracle Advanced Benefits - Employee Perpetual	11/1/2021	10/31/2022	25	Software Update License & Support	$ 310.80
49	18221780	Oracle Payroll - Employee Perpetual	11/1/2021	10/31/2022	25	Software Update License & Support	$ 822.73
						SULS SUBTOTAL	$ 320,584.77

RECOMMENDED ON-DEMAND SERVICES:	
Ask me about our On-Demand Services	**N/A**

SUPPORT TOTAL	$	320,584.77
TOTAL (if also purchasing optional On-Demand services)		N/A

This quotation contains data that shall not be disclosed outside of Williamson County, Texas and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose without the express written consent of Mythics, Inc. unless otherwise required by law

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 to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.
[redacted]
Support services are 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.
Media is available for download at no additional cost at http://edelivery.oracle.com/
By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.

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.

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.

Purchasing Instructions:
Please include the following statements in your order:
1. M[redacted]
2. This order is placed pursuant to the terms and conditions of the DIR Contract No. DIR-TSO-4158 Oracle Contract No. US-GMA-1889764.
3. Payment terms are: Quarterly in arrears.

Fax order to 757-965-9486 or email pmcgowan@mythics.com

This PO incorporates the terms of Mythics quote number [redacted] including the Texas DIR-TSO-4158 by reference

Commissioners Court - Regular Session **63.**

Meeting Date: 09/14/2021

Mythics Oracle PaaS and IaaS Universal Credits Renewal Agreement

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Williamson County and Mythics for the renewal of Oracle Cloud IDCS plus an additional 200 users for IDCS for a total amount of $93,248.00, pursuant to the Omnia Partners/US Communities contract 180233-002 and authorizing the execution of the agreement.

Background

The approval of this agreement renewal will benefit the operations of Williamson County IT Department infastructure and platforms. The PaaS and IaaS Cloud Services Universal Credits additional licenses are needed to accommodate the growing number of Williamson County employee users. The attached agreements have detailed information describing the products and services covered in this purchase. This agreement is for a twelve (12) month period of time ending in September 2022. IT has verified the pricing on the quote. Legal and Contract Audit have reviewed the contract. The total amount of the agreement is $93,248.00. The department point of contact is Alison Gleason. The line item expenditure being charged is 01.0100.0503.004505.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mythics Ordering Document 9.14.21

Mythics Conversion Document 9.14.21

Mythics Execution of Agreement 9.14.21

Mythics Addendum 9.14.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 11:00 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:35 AM
Form Started By: Mary Watson		Started On: 09/03/2021 02:06 PM
Final Approval Date: 09/09/2021		

Mythics Ordering Document # 83021 - MCS - 1

Price Valid Thru: 9/16/21

End User Contact: Minnie Beteille
End User Phone: 512.943.1448
End User Address: mbeteille@wilco.org

Prepared By: Mythics, Inc.
Contact: Emily Mercer
Phone: 757. 275 7501
Email Address: emercer@mythics.com

Line Item	Oracle Product Description	Part Number	Term	Oracle License Type	Annual Quantity	Annual Cost
1	**Oracle PaaS and IaaS Universal Credits**	B88206	9/23/21-9/22/22	Annual Universal Credits	93248.00	$93,248.00
					CloudServices	**$93,248.00**
	Software may be downloaded at: http://edelivery.oracle.com					
					TOTAL PRICE *	**$93,248.00**

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

Terms and Conditions of Sale:

This is a funded non-cancellable commitment and a copy of the Purchase Order, solely to facilitate invoicing and payment, will follow no later than November 5, 2021

The undersigned has authority to enter into a contract on behalf of the End-User agreeing to the following terms and conditions outlined herein.

End User has obtained all necessary approvals to release funds for this purchase.

Payment of this contract is due Quarterly in Arrears / Net 30. Non-Payment in accordance with these terms will constitute a default of this contract.

You acknowledge that in reliance on this order, Mythics will issue a non-cancellable order with its supplier for products or services purchased.

This is a non-cancellable order and the agreement can only be terminated in accordance with its terms.

You agree that this order is placed pursuant to the terms and conditions of Maricopa County Contract (US Communities) 180233-002

Additional Fees for Any Increased Usage/Capacity As described in the Oracle Government PaaS and IaaS Cloud Services Descriptions document available at http://www.oracle.com/contracts, if you in a given month exceed the quantity of services specified for any of the Cloud Services listed with "Government" in the product name ("Government PaaS and IaaS Cloud Services"), then you must pay for such increased usage/capacity at the Unit Net Price specified in your 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.

Provisioning: The Service Period for Cloud Services you have ordered under this order shall commence upon provisioning and subject to payments of fees for the the services shall continue for a period of 12 months.

Funded Allocation Model and Additional Fees for Any Increased Usage/Capacity End User Terms
1. Funded Allocation Model
Under the "Funded Allocation Model", Oracle allows You the flexibility to fund for an annual amount (the "Funded Allocation Value") specified in Your order with Mythics, which is to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order with Mythics or as seen in the Cloud Portal provided such Cloud Services are available in production release when ordered, at the fees specified in the rate card. Mythics will invoice You monthly in arrears based on Your actual usage for the prior month at the rates for each activated Oracle IaaS and PaaS Cloud Service as defined in Your order.

2. Additional Fees for Any Increased Usage/Capacity. As described in the Oracle PaaS and IaaS Universal Credits - Service Descriptions document available at http://www.oracle.com/contracts, You are responsible for monitoring Your use of the Cloud Services, and if You exceed the Funded Allocation Value at the end of any month during the Services Period, You must provide additional funding for Your usage, or You must cease to use the applicable Cloud Services. If You have exceeded the Funded Allocation Value and You have not ended Your use of the Services, You will be subject to overage fees. You must pay for such excess usage of the Oracle Iaas and Paas Cloud Services at the Overage Unit Net Price specified in the rate card of Your order or as seen in the Cloud Portal. You may set quotas, alerts and use other monitoring tools within the Cloud Portal to assist You in managing and tracking Your usage.

3. Additional Services. If Oracle adds additional service offerings to the list of eligible Oracle IaaS and PaaS Cloud Services within Your Cloud Services Account during the Services Period, You may activate and use those service offerings and the discount will be applied based on the Cloud Service Category Discount specified in the rate card attached to Your order or as seen in the Cloud Portal. The development, release, and timing of any future features, functionality or service offerings remains at the sole discretion of Oracle Corporation.

4. Replenishment of Account at End of Services Period. If You are continuing to use Services after the end of the Services Period specified in Your order and You have not extended the Services Period and increased the Funded Allocation Value for use of eligible Oracle IaaS and PaaS Cloud Services, You will be charged for the actual usage of all Cloud Services that You activate and/or have activated within Your Cloud Services Account based on Oracle's then current price list for such Services, which can be found at https://cloud.oracle.com/en_US/ucpricing. Upon extending the term of the Services Period and increasing the amount of the Funded Allocation Value through a new order (or modification of Your existing order), You will receive the Cloud Services Category Discounts specified in the rate card attached to Your new order (or modification of Your existing order) or as seen in the Cloud Portal.

5. Cloud Service Category Discount. Category Discounts shown in "Cloud Service Category Discounts" table apply to all services identified in the rate card or cloud portal as belonging to a category, except where a higher discount is specifically listed in the rate card in effect at the time of the order. Notwithstanding such exceptions, any references in your order to a "category discount" shall refer to the percentage discount shown in this "Cloud Service Category Discount " and not the discount shown for any individual service.

6. "No Auto Renewal. Notwithstanding any statement, to the contrary in the service specifications, You expressly agree that the cloud services acquired under this order for distribution to the end user will not auto-renew.

7. Data Center Region Availability for Universal Credit Model. Platform and data center region availability information for Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (IaaS) Cloud Services is provided on the Oracle Cloud Portal at https://cloud.oracle.com/data-regions.

8. Order of Precedence. In the event of inconsistencies between the terms contained in this ordering document and the Agreement referenced above, this ordering document shall take precedence. This ordering document will control over the terms contained in any purchase order.
You may not apply the Oracle Paas and IaaS Universal Credits acquired under this order towards Cloud Services ordered pursuant to a separate Oracle discount or promotion, or towards any other Cloud Services other than those set forth in the rate card of the order or as seen in the Cloud Portal.
For cloud services, you may not reduce the quantity of services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the services period set forth above. The services period for the cloud services commences on the day the end user login names and password are issued to the end user to access the cloud services under the ordering document (the "Cloud Services Start

period for the cloud services commences on the day the end user login names and password are issued to the end user to access the cloud services under the ordering document (the "Cloud Services Start Date")

By signing below, the undersigned represents that he/she has the authority to bind the End User to the terms of this Mythics Ordering Document and affirms End User's commitment to pay for the products and services ordered.

Signature	T. Scott Davis Mythics Signature
Printed Name and Title	T. Scott Davis Senior Director of Partner Contracts, CCMP Printed Name and Title
Date	9/7/2021 Date

Renewal Conversion for Universal Credits Letter

Whereas:

- **Williamson County** (**"You"** or "**you**") have previously acquired through Mythics, Inc. ("Mythics" or "**Partner**") non-metered Cloud Services under Subscription ID 7901829 (the "**Previous Services**");
- You currently access and use Previous Services in Your existing "tenancy", as such term is defined in the Oracle PaaS and IaaS Universal Credits Service Descriptions, (the "**Existing Tenancy**");
- Oracle America, Inc. ("**Oracle**") has entered into a Cloud Services order (the "**UC Order**") with the Partner to distribute Oracle PaaS and IaaS Universal Credits (the "**UC Cloud Services**") to You; and
- Oracle and You agree that, pursuant to the UC Order, instead of renewing the Previous Services, the Partner will convert the Previous Services to the UC Cloud Services for distribution to You in accordance with the terms and conditions of this Renewal Conversion for Universal Credits Letter (the "**Letter**").

Accordingly, You acknowledge and agree to the following terms and conditions:

1. The Partner has informed You that the UC Order is converting the Previous Services to the UC Cloud Services identified in the agreement You enter into with the Partner for the purchase and distribution of such services.

2. The Cloud Services Start Date for UC Cloud Services shall be five (5) business days prior to the last day of the Services Period for the Previous Services (the "**Previous Services End Date**").

3. Converting Previous Services to UC Cloud Services requires Your strict adherence to the following steps:

    a. Execute and return your order with the Partner by September 16, 2021;
    b. Follow the instructions specified in the UC Cloud Services "activation email" that your Cloud Services account administrator will receive from Oracle to create a new UC Cloud Services account (the *Create New Cloud Account* option in the activation email) and **not** to activate services into an existing Cloud Services account (the *Activate into Existing Cloud Account* option in the activation email);
    c. Activate/set up Your UC Cloud Services account **within three (3) business days** of the Cloud Services Start Date of UC Cloud Services; and
    d. Notify the Oracle points of contact specified below, through the Partner, of the information requested in the table below within such three (3) business days.

4. **During the five (5) business days prior to Previous Services End Date,** You may not use any services under the UC Cloud Services account; however, You may continue to use the Previous Services under the Previous Services account until the Previous Services End Date.

5. **After the Previous Services End Date:**

    a. You shall access and use the Existing Tenancy under the UC Cloud Services account;
    b. You may **not** initiate new service instances in any new tenancy created under the UC Cloud Services account; instead, You may initiate new service instances in the Existing Tenancy under the UC Cloud Services account;
    c. You may continue to use the Previous Services account to manage your users and groups, if applicable; and
    d. The part numbers specified in the rate card of your UC Order or in the Cloud Portal shall apply to Cloud Services, which may be different from the part numbers for the corresponding Cloud Services specified in the Previous Services order (for example, for "Oracle Identity Cloud Service - Enterprise User" Cloud Service with "User Per Month" metric, B90565 applies in the Previous Services order and B90555 applies under the UC Order).

6. Notwithstanding the foregoing, if the day after the Previous Services End Date is a Saturday, Sunday, or a U.S. holiday, the conversion from Previous Services to UC Cloud Services shall occur on the next business day; and you will not be invoiced for any use of the Previous Services on such Saturday, Sunday, and/or U.S. holiday, and your annual Credit Quantity for the UC Cloud Services shall **not** be reduced by any such usage.

7. Failure to comply with the above terms and conditions (including all applicable timing requirements) may result in Your Previous Services expiring without completing the conversion to the UC Cloud Services; and should such expiration occur You understand the following:
    a. The conversion process described in this Letter will immediately terminate;
    b. Continuing to access and use the Previous Services would require You to execute a new renewal order extending the Previous Services at Oracle's then-current list pricing for such Services (subject to any discounts Oracle may grant at the time of such renewal); and

c. Absent a new renewal order extending the Previous Services described in the preceding subsection 7(b), any use of UC Cloud Services shall be limited to initiating new service instances in the new tenancy created under the UC Cloud Services account and not in the Existing Tenancy.

8. Oracle will have no liability to You arising out of or relating to Your non-compliance with the terms and conditions of this Letter, including but not limited to liability that may arise from the expiration or interruption of the Previous Services described in paragraph 7 above.

The foregoing are not exclusive of any additional terms and conditions applicable to the UC Cloud Services set forth in the agreement You enter into with the Partner for the purchase and distribution of such services.

Your Name:	**Williamson County**
Your Contact Name:	**Minnie Beteille**
Your Contact Telephone:	**(512) 943-1448**
Your Cloud Services Account Administrator E-mail:	**mbeteille@wilco.org**
CSI Number for Previous Services	**23129850**
Oracle Points of Contact	**Yeri Kim yeri.kim@oracle.com** **James Wells james.k.wells@oracle.com** **David Arington david.arington@oracle.com** **MD Ali md.a.ali@oracle.com** **Jesse Fisher jesse.fisher@oracle.com**

You must provide the following information to Oracle Points of Contact within three (3) business days of Cloud Services Start Date of UC Cloud Services:

Your Previous Services Data Center Region (e.g., North America, US Government, US Department of Defense)	**North America**
Your Previous Services Account Name	
Your UC Cloud Services Account Name	

_____

An authorized signatory for and on behalf of Williamson County

_____

Name

_____

Title

_____

Signature Date

Mythics, Inc.	
Signature	T. Scott Davis
Name	T. Scott Davis
Title	Senior Director of Partner Contracts, CCMP
Signature Date	9/7/2021

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Mythics, Inc.	**Customer Name**	WILLIAMSON COUNTY
Customer Address	4525 Main Street, Suite 1500 Virginia Beach VA 23462	**Customer Address**	301 SE Inner Loop-Suite 105 GEORGETOWN TX 78626
Contact Name	Emily Mercer	**Contact Name**	Minnie Beteille.*.
Contact Phone	757-286-5600	**Contact Phone**	1-512-9431448
Contact Email	EMERCER@MYTHICS.COM	**Contact Email**	mbeteille@wilco.org

Mythics, Inc.
4525 Main Street, Suite 1500
Virginia Beach, VA 23462

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94069 Date:9/7/21

Dear Mythics and Oracle:

CONFIRMATION OF EXECUTION OF AGREEMENT WITH MYTHICS, INC. FOR THE PURCHASE OF ORACLE PRODUCTS

Through this ordering letter, Williamson County confirms that an agreement for Oracle Cloud Services, through 9-22-2022 has been executed with Mythics, subject to the Terms and Conditions of **Maricopa County Contract (US Communities) 180233-002**

S/N	Oracle Programs/License Type or Metric	Quantity Purchased
B88206	Oracle PaaS and IaaS Universal Credits	93,248.00

SIGNATURE*: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

*Must have authority to enter into contracts on behalf of the End-User.

MYTHICS SIGNATURE*: T. Scott Davis

PRINTED NAME: T. Scott Davis

TITLE: Senior Director of Partner Contracts, CCMP

DATE: 9/7/2021

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

STANDARD COUNTY ADDENDUM
FOR AGREEMENT WITH MYTHICS, INC.
FOR THE PURCHASE OF ORACLE
PRODUCTS

(Maricopa County Contract -
(US Communities) #180233-002)

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, and the Texas Transportation Code, the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mythics, Inc.** (hereinafter "Mythics"). Customer agrees to engage Mythics as an independent contractor, to assist in providing certain operational good or 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. Mythics, Inc. Ordering Document #83021-MCS-1;
B. Maricopa County Contract (US Communities) #180233-002, including addenda;
C. Confirmation of Execution of Agreement with Mythics, Inc. for the Purchase of Oracle Products (issued 9/7/21);
D. Oracle America, Inc. Rate Card Pricing for IaaS/PaaS Public Cloud Services (issued 8/25/21);
E. Oracle America, Inc. Renewal Conversion for Universal Credits Letter (issued 8/25/21); and
F. This Williamson County Addendum.

In that this Agreement involves expenditures of public monies, any conflicting terms in the contract documents will be resolved with Williamson County's terms and conditions taking precedence.

II.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court.

III.

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

IV.

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

V.

Payment: Mythics will be compensated based on cooperative purchasing pricing (via Maricopa County Contract (US Communities) #180233-002) and set forth in the contract documents listed in Paragraph I in this Addendum.

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

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination.

VII.

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

VIII.

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

IX.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent not prohibited under Texas law and shall follow Texas law without modifying the County's rights.

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions. The parties expressly understand that Williamson County does not consent to waiver of right to trial by jury or changes to any statute of limitations and does not agree to arbitration.

XI.

No Assignment: Neither party may assign this Contract.

XII.

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

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

WILLIAMSON COUNTY:	MYTHICS, INC.:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2021	Date: September 8, 2021

Commissioners Court - Regular Session **64.**

Meeting Date: 09/14/2021

Early Voting polling locations and schedule for the uniform election date of 11/2/21

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding the approval of the early voting by personal appearance full time polling locations and voting hours for the Constitutional Amendment and Special Elections to be held November 2, 2021.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Early voting schedule

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:27 AM
Form Started By: Jenifer Favreau		Started On: 09/08/2021 10:22 AM
Final Approval Date: 09/09/2021		

Williamson County – Early Voting Schedule
Constitutional Amendment and Special Election – November 2, 2021

Registered voters may vote at any location listed below

Dates and Times for all Locations:
Monday, October 18th through Wednesday, October 27th
8:00 am to 6:00 pm
NO SUNDAY VOTING
Thursday, October 28th, and Friday, October 29th
7:00 am to 7:00 pm

Main Location and Limited Ballot Location:
Georgetown
Williamson County Inner Loop Annex, 301 SE Inner Loop

Branch Locations:
Austin
Anderson Mill Limited District, 11500 El Salido Pkwy
Hartfield Performing Arts Center, 5800 McNeil Dr

Cedar Park
Cedar Park Public Library, 550 Discovery Blvd
Cedar Park Randalls, 1400 Cypress Creek Rd

Georgetown
Cowan Creek Amenity Center, 1433 Cool Spring Way
Georgetown ISD Technology Building, 603 Lakeway Dr

Hutto
Wilco Hutto Annex, 321 Ed Schmidt Blvd, Suite 100

Jarrell
Jarrell ISD Administration, 108 East Ave F

Leander
Leander Public Library Annex, 1011 S. Bagdad Rd
The Crossover, 1717 Scottsdale Dr

Liberty Hill
Liberty Hill Municipal Court, 2801 RR 1869

Round Rock
Allen R Baca Center, 301 W Bagdad St, Building 2
Brushy Creek Community Center, 16318 Great Oaks Dr
Round Rock Randalls, 2051 Gattis School Rd
Williamson County Jester Annex, 1801 E Old Settlers Blvd

Taylor
Taylor City Hall, 400 Porter St

Commissioners Court - Regular Session **65.**

Meeting Date: 09/14/2021

Ordering of election to be conducted November 2, 2021

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on ordering the Constitutional Amendment and Special Elections to be held on Tuesday, November 2, 2021.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order of election

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:27 AM
Form Started By: Jenifer Favreau		Started On: 09/08/2021 10:24 AM
Final Approval Date: 09/09/2021		

ORDER OF SPECIAL ELECTION
*(*ORDEN DE ELECCION ESPECIAL*)*

An election is hereby ordered to be held on November 2, 2021, in Williamson County, Texas for voting in a special election to adopt or reject the proposed Constitutional Amendments as submitted by the 87th Legislature, Regular Session, of the State of Texas.

(Se ordena una elección el 2 de noviembre de 2021 en el condado de Williamson, Texas, para votar en la Elección Especial para adoptar o rechazar las enmiendas a la constitución propuestas tal como fueron presentadas por la 87ª Legislatura Sesión Regular del Estado de Texas.)

On Election Day, Williamson County registered voters may vote at any one of the following Williamson County Vote Center locations:
(*El Día de la Elección, los votantes registrados en el Condado de Williamson deberán votar en cualquiera de los siguientes Centros de Votación en el Condado de Williamson.*)

ELECTION DAY VOTE CENTERS:
UBICACIÓN DE LOS CENTROS DE VOTACIÓN EN EL DIA DE LA ELECCIÓN):

Austin
Anderson Mill Limited District, 11500 El Salido Pkwy
Bethany United Methodist Church, 10010 Anderson Mill Rd
Gateway Church, 7104 McNeil Dr
Harmony School of Endeavor, 13415 RR 620
Hartfield Performing Arts Center, 5800 McNeil Dr
Kelly Reeves Athletic Complex, 10211 W Parmer Ln
Lord of Life Lutheran Church, 9700 Neenah Ave
Northwest Fellowship Church, 13427 Pond Springs Rd
Rattan Creek Community Center, 7617 Elkhorn Mountain Trl

Bartlett
Bartlett City Hall, 140 W Clark St

Cedar Park
Cedar Park High School, 2150 Cypress Creek Rd
Cedar Park Public Library, 550 Discovery Blvd
Cedar Park Randalls, 1400 Cypress Creek Rd
Cedar Park Recreation Center, 1435 Main St
Rockbridge Church, 2001 W New Hope Dr
Vista Ridge High School, 200 S Vista Ridge Blvd

Coupland
St. Peter's Church, 108 Wathen St

Florence
Andice Community Center, 6600 FM 970
Florence City Hall, 851 FM 970

Georgetown
Cowan Creek Amenity Center, 1433 Cool Spring Way
First Baptist Church, 1333 W University Ave
Georgetown City Hall, 808 Martin Luther King Jr St
Georgetown ISD Technology Building, 603 Lakeway Dr
Georgetown Randalls, 5721 Williams Dr
Grace Bible Church, 2100 Shell Rd
Sun City Social Center, 2 Texas Dr
Williamson County Inner Loop Annex, 301 SE Inner Loop

Granger
Granger Brethren Church, 306 W Broadway St

Hutto
Wilco Hutto Annex, 321 Ed Schmidt Blvd, Suite 100

Jarrell
Jarrell ISD Administration, 108 East Ave F

Leander
Leander Church of Christ, 300 Crystal Falls Pkwy
Leander High School, 3301 S Bagdad Rd
Leander Public Library Annex, 1011 S. Bagdad Rd
Pat Bryson Municipal Hall, 201 N Brushy St
Rouse High School, 1222 Raider Way
The Crossover, 1717 Scottsdale Dr

Liberty Hill
Liberty Hill Municipal Court, 2801 RR 1869
Santa Rita Ranch House, 175 Elizabeth Park Blvd

Round Rock
Allen R Baca Center, 301 W Bagdad St, Building 2
Brushy Creek Community Center, 16318 Great Oaks Dr
Cedar Ridge High School, 2801 Gattis School Rd
Fellowship Church, 3379 Gattis School Rd
Fern Bluff MUD Community Center, 7320 Wyoming Springs Dr
Round Rock High School, 300 N Lake Creek Dr
Round Rock Randalls, 2051 Gattis School Rd
Round Sports Center, 2400 Chisholm Trl
Sleep Inn & Suites, 1980 S IH 35 Frontage Rd
Teravista Community Center, 4211 Teravista Club Dr
Williamson County Jester Annex, 1801 E Old Settlers Blvd

Taylor
Main Street Events Center, 3101 N Main St
Taylor City Hall, 400 Porter St

Thrall
St. John Lutheran Church, 409 Main St

Early Voting by personal appearance will be conducted beginning on Monday, October 18, 2021, and ending on Friday, October 29, 2021, at:

(La votación anticipada por presentación personal se llevará a cabo a partir del lunes 18 de octubre de 2021 y finalizará el viernes 29 de octubre de 2021 en:)

Main Location *(Localidad Central):*
Williamson County Inner Loop Annex *(Anexo del Condado de Williamson en Inner Loop),*
301 SE Inner Loop, Georgetown

Branch Locations *(Ubicaciones de las sucursales):*
Austin
Anderson Mill Limited District, 11500 El Salido Pkwy
Hartfield Performing Arts Center, 5800 McNeil Dr

Cedar Park
Cedar Park Public Library, 550 Discovery Blvd
Cedar Park Randalls, 1400 Cypress Creek Rd

Georgetown
Cowan Creek Amenity Center, 1433 Cool Spring Way
Georgetown ISD Technology Building, 603 Lakeway Dr

Hutto
Wilco Hutto Annex, 321 Ed Schmidt Blvd, Suite 100

Jarrell
Jarrell ISD Administration, 108 East Ave F

Leander
Leander Public Library Annex, 1011 S. Bagdad Rd
The Crossover, 1717 Scottsdale Dr

Liberty Hill
Liberty Hill Municipal Court, 2801 RR 1869

Round Rock
Allen R Baca Center, 301 W Bagdad St, Building 2
Brushy Creek Community Center, 16318 Great Oaks Dr
Round Rock Randalls, 2051 Gattis School Rd
Williamson County Jester Annex, 1801 E Old Settlers Blvd

Taylor
Taylor City Hall, 400 Porter St

Dates and Times for Full-Time Locations:
(Fechas y horarios para las localidades de tiempo completo)

Monday, October 18 through Wednesday, October 27 *lunes 18 de octubre al miércoles 27 octubre*	8:00 am – 6:00 pm
No Sunday Voting *(Domingo No habrá votación)*	
Thursday, October 28 and Friday, October 29 j*ueves 28 de octubre y viernes 29 de octubre*	7:00 am – 7:00 pm

Last day to register to vote is October 4, 2021.

(El último día para registrarse para votar es el 4 de octubre de 2021.)

Applications for ballot by mail shall be mailed to:
Las solicitudes para las boletas de votación adelantada por correo deberán enviarse a:

EARLY VOTING CLERK
P. O. Box 209
Georgetown, TX 78627

Secretario de la Votación Adelantada
P. O. Box 209
Georgetown, TX 78627

Or

Email: bbm@wilco.org
Fax: 512-943-1634

Applications for Ballot by Mail (ABBM) and Federal Postcard Applications (FPCA), must be received no later than the close of business on October 22, 2021.

*(*Las solicitudes de boleta por correo (ABBM) y las solicitudes federales de tarjetas postales (FPCA) deben recibirse a más tardar el cierre de actividades del 22 de octubre del 2021.)

Note: If ABBM is faxed or emailed or if an FPCA is faxed; the original application must be received within 4 business days.

*(*Si ABBM se envía por fax o correo electrónico o si se envía por fax una FPCA; La solicitud original debe ser recibida dentro de los 4 días hábiles.*)*

Election information is posted on our website: https://www.wilco.org/Departments/Elections
La información electoral se publica en nuestro sitio web: https://www.wilco.org/Departments/Elecciones

Issued this the 14th day of September, 2021.

(Emitido el 14 de septiembre, de 2021.)

_____
Bill Gravell, Jr., County Judge *(Juez del Condado)*

Commissioners Court - Regular Session **66.**

Meeting Date: 09/14/2021

Order authorizing joint election

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action regarding the authorization for Williamson County to participate in a joint election with other political subdivisions to be conducted on November 2, 2021.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order joint election

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:28 AM
Form Started By: Jenifer Favreau		Started On: 09/08/2021 10:25 AM
Final Approval Date: 09/09/2021		

ORDER AUTHORIZING
WILLIAMSON COUNTY TO PARTICIPATE IN JOINT ELECTION

On this 14th day of September, 2021, the Commissioners Court of Williamson County, Texas, does hereby authorize Williamson County to participate in a joint election with other political subdivisions that order their elections by the date prescribed by the Secretary of State as the final day to order an election, described, as follows:

City of Austin
City of Coupland
City of Georgetown
City of Jarrell
City of Pflugerville
Bartlett ISD
Georgetown ISD
Jarrell ISD
Leander ISD
Pflugerville ISD
7S Ranch MUD
Northwest Williamson County MUD No. 2
Rancho del Cielo MUD
Williamson County MUD No. 19D
Williamson County MUD No. 19F
Williamson County ESD No. 9
****All entities listed are for Williamson County portion only****

and collectively, including Williamson County, are referred to hereinafter as the "**Participating Authorities**", to each hold an election on November 2, 2021; and;

WHEREAS, each of the Participating Authorities (i) is located partially or entirely within Williamson County, Texas (the "**County**"), and (ii) shares an election precinct with at least one other Participating Entity; and;

WHEREAS, the County has contracted or is contracting with each Participating Entity to conduct and provide election services for such Participating Entity's November 2, 2021, election; and;

WHEREAS, the Participating Authorities all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, election officials, and polling locations, and election ballots where appropriate; and agree as follows:

The Participating Entities shall enter into a Joint Election Agreement and Contract for Election Services ("**Agreement**") for the conduct of the elections to be held on November 2, 2021.

The Participating Authorities appoint Christopher J. Davis, Williamson County Elections Administrator, to serve as the Early Voting Clerk and the Election Officer for each Participating Entity in order to perform and supervise the duties and responsibilities for the conduct of the November 2, 2021, elections.

Early voting in person and election day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

Issued this the 14th day of September, 2021.

_____

Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **67.**

Meeting Date: 09/14/2021

Notice of Election with vote center locations

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action approving issuance of a Notice of Constitutional Amendment & Special Elections and approval of the Vote Center locations to be used for the elections to be held November 2, 2021.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Notice of electoin

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:29 AM
Form Started By: Jenifer Favreau		Started On: 09/08/2021 10:27 AM
Final Approval Date: 09/09/2021		

NOTICE OF CONSTITUTIONAL AMENDMENT & SPECIAL ELECTION
(AVISO DE LA ELECCIÓN DE ENMIENDA CONSTITUCIONAL ESPECIAL)

To the registered voters of the County of Williamson, Texas:
A los votantes registrados del Condado de Williamson, Texas:

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on November 2, 2021, for voting in a special election to:

> adopt or reject the proposed Constitutional Amendments as submitted by the 87th Legislature, Regular Session, of the State of Texas.

Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m., el 2 de noviembre del 2021 para votar en la Elección Especial para:

> *adoptar o rechazar las enmiendas a la constitución propuestas, tal como fueron presentadas por la 87 Legislatura, Sesión Regular, del Estado de Texas.*

On Election Day, Williamson County registered voters may vote at any one of the following Williamson County Vote Center locations:
El Día de la Elección, los votantes registrados en el Condado de Williamson deberán votar en cualquiera de los siguientes Centros de Votación en el Condado de Williamson.

ELECTION DAY VOTE CENTERS:
UBICACIÓN DE LOS CENTROS DE VOTACIÓN EN EL DIA DE LA ELECCIÓN):

Austin
Anderson Mill Limited District, 11500 El Salido Pkwy
Bethany United Methodist Church, 10010 Anderson Mill Rd
Gateway Church, 7104 McNeil Dr
Harmony School of Endeavor, 13415 RR 620
Hartfield Performing Arts Center, 5800 McNeil Dr
Kelly Reeves Athletic Complex, 10211 W Parmer Ln
Lord of Life Lutheran Church, 9700 Neenah Ave
Northwest Fellowship Church, 13427 Pond Springs Rd
Rattan Creek Community Center, 7617 Elkhorn Mountain Trl

Bartlett
Bartlett City Hall, 140 W Clark St

Cedar Park
Cedar Park High School, 2150 Cypress Creek Rd
Cedar Park Public Library, 550 Discovery Blvd
Cedar Park Randalls, 1400 Cypress Creek Rd
Cedar Park Recreation Center, 1435 Main St
Rockbridge Church, 2001 W New Hope Dr
Vista Ridge High School, 200 S Vista Ridge Blvd

Coupland
St. Peter's Church, 108 Wathen St

Florence
Andice Community Center, 6600 FM 970
Florence City Hall, 851 FM 970

Georgetown
Cowan Creek Amenity Center, 1433 Cool Spring Way
First Baptist Church, 1333 W University Ave
Georgetown City Hall, 808 Martin Luther King Jr St
Georgetown ISD Technology Building, 603 Lakeway Dr
Georgetown Randalls, 5721 Williams Dr
Grace Bible Church, 2100 Shell Rd
Sun City Social Center, 2 Texas Dr
Williamson County Inner Loop Annex, 301 SE Inner Loop

Granger
Granger Brethren Church, 306 W Broadway St

Hutto
Wilco Hutto Annex, 321 Ed Schmidt Blvd, Suite 100

Jarrell
Jarrell ISD Administration, 108 East Ave F

Leander
Leander Church of Christ, 300 Crystal Falls Pkwy
Leander High School, 3301 S Bagdad Rd
Leander Public Library Annex, 1011 S. Bagdad Rd
Pat Bryson Municipal Hall, 201 N Brushy St
Rouse High School, 1222 Raider Way
The Crossover, 1717 Scottsdale Dr

Liberty Hill
Liberty Hill Municipal Court, 2801 RR 1869
Santa Rita Ranch House, 175 Elizabeth Park Blvd

Round Rock
Allen R Baca Center, 301 W Bagdad St, Building 2
Brushy Creek Community Center, 16318 Great Oaks Dr
Cedar Ridge High School, 2801 Gattis School Rd
Fellowship Church, 3379 Gattis School Rd
Fern Bluff MUD Community Center, 7320 Wyoming Springs Dr
Round Rock High School, 300 N Lake Creek Dr
Round Rock Randalls, 2051 Gattis School Rd
Round Sports Center, 2400 Chisholm Trl
Sleep Inn & Suites, 1980 S IH 35 Frontage Rd
Teravista Community Center, 4211 Teravista Club Dr
Williamson County Jester Annex, 1801 E Old Settlers Blvd

Taylor
Main Street Events Center, 3101 N Main St
Taylor City Hall, 400 Porter St

Thrall
St. John Lutheran Church, 409 Main St

WILLIAMSON COUNTY EARLY VOTING SCHEDULE
Horario de la Votación Adelantada del Condado de Williamson

Dates and Times for Full-Time Locations:
(Fechas y horarios para las localidades de tiempo completo)

Monday, October 18 through Wednesday, October 27 *lunes 18 de octubre al miércoles 27 octubre*	8:00 am – 6:00 pm
No Sunday Voting *(Domingo No habrá votación)*	
Thursday, October 28 and Friday, October 29 j*ueves 28 de octubre y viernes 29 de octubre*	7:00 am – 7:00 pm

Main Location *(Localidad Central):*
Williamson County Inner Loop Annex *(Anexo del Condado de Williamson en Inner Loop),*
301 SE Inner Loop, Georgetown

Branch Locations *(Ubicaciones de las sucursales):*

Austin
Anderson Mill Limited District, 11500 El Salido Pkwy
Hartfield Performing Arts Center, 5800 McNeil Dr

Cedar Park
Cedar Park Public Library, 550 Discovery Blvd
Cedar Park Randalls, 1400 Cypress Creek Rd

Georgetown
Cowan Creek Amenity Center, 1433 Cool Spring Way
Georgetown ISD Technology Building, 603 Lakeway Dr

Hutto
Wilco Hutto Annex, 321 Ed Schmidt Blvd, Suite 100

Jarrell
Jarrell ISD Administration, 108 East Ave F

Leander
Leander Public Library Annex, 1011 S. Bagdad Rd
The Crossover, 1717 Scottsdale Dr

Liberty Hill
Liberty Hill Municipal Court, 2801 RR 1869

Round Rock
Allen R Baca Center, 301 W Bagdad St, Building 2
Brushy Creek Community Center, 16318 Great Oaks Dr
Round Rock Randalls, 2051 Gattis School Rd
Williamson County Jester Annex, 1801 E Old Settlers Blvd

Taylor
Taylor City Hall, 400 Porter St

Applications for ballot by mail shall be mailed to:
Las solicitudes para las boletas de votación adelantada por correo deberán enviarse a:

EARLY VOTING CLERK	*Secretario de la Votación Adelantada*
P. O. Box 209	*P. O. Box 209*
Georgetown, TX 78627	*Georgetown, TX 78627*

Or

Email: bbm@wilco.org
Fax: 512-943-1634

Applications for Ballot by Mail (ABBM) and Federal Postcard Applications (FPCA), must be received no later than the close of business on October 22, 2021.

*(*Las solicitudes de boleta por correo (ABBM) y las solicitudes federales de tarjetas postales (FPCA) deben recibirse a más tardar el cierre de actividades del 22 de octubre del 2021.)

Note: If ABBM is faxed or emailed or if an FPCA is faxed; the original application must be received within 4 business days.

*(*Si ABBM se envía por fax o correo electrónico o si se envía por fax una FPCA; La solicitud original debe ser recibida dentro de los 4 días hábiles.*)*

Election information is posted on our website: https://www.wilco.org/Departments/Elections
La información electoral se publica en nuestro sitio web: https://www.wilco.org/Departments/Elecciones

Issued this the 14th day of September, 2021.

(Emitido el 14 de septiembre, de 2021.)

_____
Bill Gravell, Jr., County Judge *(Juez del Condado)*

Commissioners Court - Regular Session **68.**

Meeting Date: 09/14/2021

Juvenile Services Transfering Staff to Sheriff's Office Request

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on transfering PCN#1260 from the Juvenile Services Departmental budget to the Sheriff's Office Departmental budget for FY22.

Background

Currently one Sheriff's Deputy is assigned to Juvenile Services to provide safety and security at the facility. For FY22, two additional Sheriff's Deputies have been approved to work with Juvenile Services. This request is to move the current Deputy's position from Juvenile Services to the Sheriff's Office budget and department as they provide the commission and licensure of the Deputy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/31/2021 01:27 PM
Form Started By: Denise Carlson		Started On: 08/31/2021 09:11 AM
Final Approval Date: 08/31/2021		

Commissioners Court - Regular Session **69.**

Meeting Date: 09/14/2021

Transfer Budget for Staff to Sheriff's Office

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the FY22 budget moving PCN#1260 from 0576 (Juvenile Services) to the 0560(Sheriff's Office).

Background

Currently one Sheriff's Deputy is assigned to Juvenile Services. This request is to move the funding and position to the Sheriff's office budget where the commission and licensure of the Deputy are retained.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.001105	Salary	79,141.18
From	0100.0576.001109	Cell Phone Stipend	300.00
From	0100.0576.001114	Certifications	1,080.00
From	0100.0576.001125	Longevity	2,496.00
From	0100.0576.002010	FICA	6,350.82
From	0100.0576.002020	Retirement	13,432.18
From	0100.0576.002030	Insurance	10,128.00
From	0100.0576.002050	Work Comp	1,636.27
To	0100.0560.001105	Salary	79,141.18
To	0100.0560.001109	Cell Phone Stipend	300.00
To	0100.0560.001114	Certifications	1,080.00
To	0100.0560.001125	Longevity	2,496.00
To	0100.0560.002010	FICA	6,350.82
To	0100.0560.002020	Retirement	13,432.18
To	0100.0560.002030	Insurance	10,128.00
To	0100.0560.002050	Work Comp	1,636.27

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/31/2021 01:28 PM
Budget Office	Ashlie Holladay	08/31/2021 01:46 PM
Form Started By: Denise Carlson		Started On: 08/31/2021 09:32 AM
Final Approval Date: 08/31/2021		

Commissioners Court - Regular Session **70.**

Meeting Date: 09/14/2021

Vehicle Reimbursement Agreement with Cityview Bible Church for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Cityview Bible Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2021 (2441 CR 112 in Round Rock).

Background

This is the annual renewal agreement that will give permission for Cityview Bible Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2021 and will terminate on September 30, 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cityview Bible Church

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2021 12:11 PM
Form Started By: Starla Hall		Started On: 09/02/2021 08:02 AM
Final Approval Date: 09/08/2021		

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 October 1, 2021 VJ 1st [redacted], 2021 and shall terminate on September 30, 2022. 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.[1]

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.

[1] 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: Cityview Bible Church

Signature: [signature]

Printed Name: THILINI PERERA

Title: Director of Operations

Date: 8/26/21 , 2021

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael J Gleason

Signature of Official: [signature]

Date: September 7 , 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[2]

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____

[2] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **71.**

Meeting Date: 09/14/2021

Vehicle Reimbursement Agreement with Celebration Church for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Celebration Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2021 (Traffic control and security during various church services).

Background

This is the annual renewal agreement that will give permission for Celebration Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2021 and will terminate on September 30, 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Celebration Church

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2021 12:12 PM
Form Started By: Starla Hall		Started On: 09/02/2021 08:21 AM
Final Approval Date: 09/08/2021		

DocuSign Envelope ID: 2A1AD9C1-2062-43FD-B910-EA63CCDCED00

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 October 1, 20 21 and shall terminate on September 30, 20 22. 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.[1]

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.

[1] 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: Celebration Church

DocuSigned by:
Signature: Sheryle Knorre
5CFA647B183B43D...

Printed Name: Sheryle Knorre

Title: Executive Director-Finance

Date: 8/20/2021 _____, 20____

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 7, 2021

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

DocuSign Envelope ID: 2A1AD9C1-2062-43FD-B910-EA63CCDCED00

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[2]

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____

[2] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **72.**

Meeting Date: 09/14/2021

Sonterra MUD Standard Agreement for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Sonterra Municipal Utility District regarding off duty contracting of County Sheriff Deputies to be effective October 1, 2021.

Background

This renewal agreement gives permission for Sonterra MUD to contract County Sheriff Deputies in a private capacity and the County to invoice Sonterra MUD for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2021 and will have three additional one year automatic renewals on October 1, 2022, October 1, 2023 and October 1, 2024. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2025 (FY2026).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sonterra MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2021 12:13 PM
Form Started By: Starla Hall		Started On: 09/05/2021 11:27 PM
Final Approval Date: 09/08/2021		

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 working for LGE when performing services for 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 contractual 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 performing services for 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 equivalent coverage through the Texas Municipal League 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 OR COVERED PARTY UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the 1st day of October, 2021 and shall terminate on September 30, 2022, and will have three additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2022, October 1, 2023, and October 1, 2024. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2026.

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 records of 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 all applicable reporting forms with the Internal Revenue Service, as determined by LGE.

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: Sonterra Municipal Utility District

Signature: Darrell Goldman

Printed Name: Darrell Goldman

Title: Vice President, Board of Directors

Approved: August 16, 2021

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 7, 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
RELATED TO USE OF

CONFIRMATION OF BUDGETARY AUTHORIZATION
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 2021

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **73.**

Meeting Date: 09/14/2021

Austin Regional Intelligence Center Interlocal Cooperation Agreement for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving an Amendment Three to Interlocal Cooperation Agreement for Austin Regional Intelligence Center (ARIC) and an Amendment Three to Interlocal Cooperation Agreement for Sustainment Funding for the ARIC; and authorize the County Judge to execute such amendments.

Background

The Austin Regional Intelligence Center (ARIC) is a collaborative effort of public safety agencies in surrounding counties to work together to provide resources, expertise and information to the Center. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity. Williamson County Sheriff's Office has been an original partner since 2010. The annual operating costs are shared based on the participation levels of each Partner Agency and the number of sworn personnel in each agency that will use the services provided by the agreement. Funding has been approved to be paid from the Sheriff's Office General Fund. The agreement also provides for free training of the Sheriff's Office's deputies. This third amendment is to add five new Partner Agencies.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ARIC ILA #3

ARIC #3 Sustainment Funding

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/07/2021 11:34 AM
County Judge Exec Asst.	Becky Pruitt	09/07/2021 01:41 PM
Form Started By: Starla Hall		Started On: 09/06/2021 02:53 PM
Final Approval Date: 09/07/2021		

AMENDMENT THREE TO INTERLOCAL COOPERATION AGREEMENT

FOR THE

AUSTIN REGIONAL INTELLEGENCE CENTER (ARIC)

This Amendment Three to the Interlocal Cooperation Agreement for the Austin Regional Intelligence Center (ARIC) is made and entered by and between the following parties:

City of Austin on behalf of its Police Department,

Austin Independent School District on behalf of its Police Department,

City of Georgetown on behalf of its Police Department,

Hays County through Hays County Sheriff's Office,

City of Pflugerville on behalf of its Police Department,

City of Round Rock on behalf of its Police Department,

City of San Marcos on behalf of its Police Department,

Travis County through Travis County Sheriff's Office,

University of Texas Austin Community College on behalf of its Police Department,

Williamson County through Williamson County Sheriff' Office,

Austin Community College on behalf of its Police Department

Texas State University on behalf of its Police Department,

City of Cedar Park on behalf of its Police Department,

Pflugerville Independent School District on behalf of its Police Department,

City of Kyle through its Police Department, and

City of Buda on behalf of its Police Department.

City of Sunset Valley on behalf of its Police Department,

City of Manor on behalf of its Police Department,

City of Bastrop on behalf of its Police Department.

(Collectively referred to as the "Current Partner Agencies" in this Amendment).

And

The City of Lakeway on behalf of its Police Department

The City of Westlake on behalf of its Police Department

The City of Bee Cave on behalf of its Police Department

Hutto Independent School District on behalf of its Police Department

The City of Elgin on behalf of its Police Department
(Collectively referred to as the "New Partner Agencies" in this Amendment).

Collectively, the Current Partner Agencies and the New Partner Agencies are referred to as "Partner Agencies."

RECITALS

ARIC is a collaborative effort of public safety agencies in Hays, Travis, Williamson, and Bastrop Counties. Partner Agencies work together to provide resources, expertise, and information to the ARIC. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

During the summer and fall of 2010, each of the original 10 Partner Agencies' governing bodies ("Original Partner Agencies") approved an interlocal cooperation agreement that established and outlined the intent of the Original Partner Agencies to centralize efforts and co-locate certain intelligence operations (Original ARIC Agreement). Further, the Original ARIC Agreement established a framework for the organization of the ARIC. The Original ARIC Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin Round Rock metropolitan area.

During the summer and fall of 2012, each of the Original Partner Agencies' governing bodies approved a second Interlocal Cooperation Agreement that established a funding mechanism to sustain the operations of ARIC (ARIC Sustainment Funding Agreement).

Section XIII of the Original ARIC Agreement and section seven of the ARIC Sustainment Funding Agreement permit these agreements to be amended to add additional partner agencies. Upon approval of an amendment adding a new partner agency or agencies by the Partner Agencies' governing bodies, each New Partner Agency must execute a Counterpart Original ARIC Agreement and a Counterpart ARIC Sustainment Funding Agreement.

The purpose of this Amendment Three to the Original ARIC Agreement is to add the New Partner Agencies to the Original ARIC Agreement.

Legal authority for amending and entering into these Agreements by the Current Partner Agencies and New Partner Agencies is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791 and the Interagency Cooperation Act, Texas Government Code Chapter 771.

NOW, THEREFORE, the Current Partner Agencies agree to amend the Original ARIC Agreement, and the New Partner Agencies each agree to execute Counterpart Original ARIC Agreements and amend that agreement, as follows:

AMENDMENT TO ORIGINAL ARIC AGREEMENT

1.0 LIST OF PARTIES

The list of parties at the beginning of the Original ARIC Agreement is deleted and the following is substituted in its place:

> This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between City of Austin through its Police Department, Austin Independent School District through its Police Department, City of Georgetown through its Police Department, Hays County through its Sheriff's Office, City of Pflugerville through its Police Department, City of Round Rock through its Police Department, City of San Marcos through its Police Department, Travis County through its Sheriff's Office, University of Texas through its Police Department, Williamson County through its Sheriff's Office, Austin Community College through its Police Department, Texas State University through its Police Department, City of Cedar Park through its Police Department, Pflugerville Independent School District through its Police Department, City of Kyle through its Police Department, City of Buda through its Police Department, City of Sunset Valley through its Police Department, City of Manor through its Police Department, City of Bastrop through its Police Department, City of Lakeway through its Police Department, City of Westlake through its Police Department, City of Bee Cave through its Police Department, Hutto Independent School District through its Police Department, and the City of Elgin through its Police Department.

2.0 XX NOTICE

Section XX (Notice) of the Original ARIC Agreement is amended by adding subsection G to read as follows:

G. Notices pursuant to this Interlocal Agreement after this amendment becomes effective, shall also be delivered or sent to:

City of Lakeway

_____

_____

_____

City of Westlake

_____

_____

_____

City of Bee Cave

_____

_____

_____

Hutto ISD

_____

_____

_____

City of Elgin

_____

_____

_____

3.0 EFFECTIVE DATE OF THIS AMENDMENT

This Amendment is effective when it has been approved by the governing body of each and every Partner Agency and executed by their authorized representatives.

CITY OF ~~AUSTIN~~ on behalf of its POLICE DEPARTMENT

By: _____ Date: 08/24/2021

Assistant City Manager

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

HAYS COUNTY on behalf of the HAYS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

_____

CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF SAN MARCOS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

TRAVIS COUNTY on behalf of the TRAVIS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

_____

UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

_____

CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF KYLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF BUDA on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF SUNSET VALLEY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF MANOR on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF BASTROP on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF LAKEWAY on behalf of its POLICE DEPARTMEMT

By: _____ Date: _____

_____

CITY OF WESTLAKE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF BEE CAVE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

HUTTO INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF ELGIN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

AMENDMENT THREE TO INTERLOCAL COOPERATION AGREEMENT FOR SUSTAINMENT FUNDING FOR THE AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)

This Amendment Three to the Interlocal Cooperation Agreement for Sustainment Funding for the Austin Regional Intelligence Center (ARIC) is made and entered by and between the following parties:

City of Austin through its Police Department,
Austin Independent School District through its Police Department,
City of Georgetown through its Police Department,
Hays County through its Sheriff's Office,
City of Pflugerville through its Police Department,
City of Round Rock through its Police Department,
City of San Marcos through its Police Department,
Travis County through its Sheriff's Office,
University of Texas through its Police Department, and
Williamson County through its Sheriff's Office.
Austin Community College through its Police Department,
Texas State University through its Police Department,
City of Cedar Park through its Police Department,
Pflugerville Independent School District through its Police Department,
City of Kyle through its Police Department, and
City of Buda through its Police Department.
City of Sunset Valley through its Police Department,
City of Manor through its Police Department,
City of Bastrop through its Police Department.
(Collectively referred to as the "Current Partner Agencies" in this Amendment)

And

City of Lakeway through its Police Department,
City of Westlake through its Police Department,

City of Bee Cave through its Police Department,

Hutto Independent School District through its Police Department,

City of Elgin through its Police Department.

(Collectively referred to as the "New Partner Agencies" in this Amendment).

Collectively, the Current Partner Agencies and the New Partner Agencies are referred to as "Partner Agencies."

RECITALS

The ARIC is a collaborative effort of public safety agencies in Hays, Travis and Williamson Counties. Current Partner Agencies work together to provide resources, expertise, and information to the Center. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

During the summer and fall of 2010, each of the original 10 Partner Agencies' governing bodies ("Original Partner Agencies") approved an interlocal cooperation agreement that established and outlined the intent of the Original Partner Agencies to centralize efforts and co-locate certain intelligence operations (Original ARIC Agreement). Further, the Original ARIC Agreement established a framework for the organization of the ARIC. The Original ARIC Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin- Round Rock metropolitan area.

During the summer and fall of 2012, each of the Original Partner Agencies' governing bodies approved a second interlocal cooperation agreement that established a funding mechanism to sustain the operations of ARIC (ARIC Sustainment Funding Agreement).

Section XIII of the Original ARIC Agreement and section seven of the ARIC Sustainment Funding Agreement permit those agreements to be amended to add additional partner agencies. Upon approval of an amendment adding a new partner agency or agencies by the Partner Agencies' governing bodies, each New Partner Agency must execute a Counterpart

Original ARIC Agreement and a Counterpart ARIC Sustainment Funding Agreement.

The purpose of this Amendment Three to the ARIC Sustainment Funding Agreement is to add the New Partner Agencies to the ARIC Sustainment Funding Agreement.

Legal authority for amending and entering into these agreements by the Current Partner Agencies and New Partner Agencies is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791 and the Interagency Cooperation Act, Texas Government Code Chapter 771.

NOW, THEREFORE, the Current Partner Agencies agree to amend the ARIC Sustainment Funding Agreement, and the New Partner Agencies each agree to execute Counterpart ARIC Sustainment Funding Agreements and amend that agreement as follows:

AMENDMENT TO ARIC SUSTAINMENT FUNDING AGREEMENT

1.0 LIST OF PARTIES

The list of parties at the beginning of the ARIC Sustainment Funding Agreement is deleted and the following is substituted in its place:

> This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between City of Austin through its Police Department, Austin Independent School District through its Police Department, City of Georgetown through its Police Department, Hays County through its Sheriff's Office, City of Pflugerville through its Police Department, City of Round Rock through its Police Department, City of San Marcos through its Police Department, Travis County through its Sheriff's Office, University of Texas through its Police Department, Williamson County through its Sheriff's Office, Austin Community College through its Police Department, Texas State University through its Police Department, City of Cedar Park through its Police Department, Pflugerville Independent School District through its Police Department, City of Kyle through its Police Department, City of Buda through its Police Department, City of Sunset Valley through its Police Department, City of Manor through its Police Department, City of Bastrop through its Police Department, City of Lakeway through its Police Department, City of Westlake through its Police Department, City of Bee Cave through its Police Department, Hutto Independent School District through its Police Department, and the City of Elgin through its Police Department.

2.0 EFFECTIVE DATE OF THIS AMENDMENT.

This Amendment is effective when it has been approved by the governing body of each and every Partner Agency and executed by their authorized representatives.

CITY OF AUSTIN on behalf of its POLICE DEPARTMENT

By: _____ Date: 08/24/2021

Assistant City Manager

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

HAYS COUNTY on behalf of the HAYS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

_____

CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF SAN MARCOS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

TRAVIS COUNTY on behalf of the TRAVIS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

_____

UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

_____

CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF KYLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF BUDA on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF SUNSET VALLEY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF MANOR on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF BASTROP on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF LAKEWAY on behalf of its POLICE DEPARTMEMT

By: _____ Date: _____

_____

CITY OF WESTLAKE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF BEE CAVE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

HUTTO INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

CITY OF ELGIN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

_____

Commissioners Court - Regular Session **74.**

Meeting Date: 09/14/2021

Professional Services Agreement for Dr. Brandy Miller for Sheriff's Office Psychological Services

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Brandy P. Miller, Ph.D., PC and Williamson County for Psychological Services for the Williamson County Sheriff's Office, and exempting this agreement from competitive bidding requirements as per Texas Local Government Code 262.024 (a)(4) a personal or professional service, and authorizing execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. Dr. Brandy P Miller, Ph.D., P.C., will provide professional psychological and counseling services to assist employees or officers that work for the Williamson County Sheriff's Office. Provider will be compensated at a rate of $150.00 per treatment session to include telephone, videoconferencing or in person methods. In the event that Dr. Miller or a mental health provider within the network is subpoenaed to testify the hourly rate shall be $300.00. Fees under this agreement are subject to budget and available funding for each fiscal year. Initial term will end 9-30-2022 and may be extended for two (2) additional twelve (12) month periods. Department contact is Tammy Alexander. This expenditure will be charged to 01.0100.2004.4100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 06:50 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:08 AM
Form Started By: Erica Smith		Started On: 08/31/2021 08:57 AM
Final Approval Date: 09/09/2021		

PROFESSIONAL SERVICE AGREEMENT
FOR
SAFEGUARD PSYCHOLOGICAL SERVICES
FOR
THE WILLIAMSON COUNTY SHERIFF'S OFFICE

This Professional Services Agreement for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Brandy P Miller, Ph.D., P.C., hereinafter referred to as PROVIDER, for the purpose of providing professional psychological and counseling services related to treatment of trauma, crisis intervention, and various therapeutic modalities to assist employees or officers dealing with work-related mental health crises or clinically significant symptoms that could negatively impact employee's or officers' work for the Williamson County Sheriff's Office ("WCSO"), which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I.
SCOPE OF SERVICES

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, the coordination and provision of psychological treatment services to WCSO employees and provide psychological consulting services to the WCSO administration as needed. PROVIDER will maintain the network of mental health providers and assure that each provider is appropriately qualified, licensed, and experienced. PROVIDER may also provide treatment services directly. PROVIDER will be available for consultation on escalated issues and to educate or inform employees or officers on mental health matters. PROVIDER will manage the invoicing and payment to all mental health providers. All services provided by PROVIDER and professionals shall be performed according to the regularly accepted standards for such services in the State of Texas and all applicable federal and state statutes and regulations

II.
TERM

This initial term under this Agreement shall become effective as of the date of the last party's execution below and continue until September 30, 2022, unless terminated sooner as authorized

herein. The Agreement may be extended beyond the initial term for up to two (2) additional twelve (12) month periods upon a mutual renewal approved by COUNTY'S governing body. If the COUNTY exercises any extension option, all terms, conditions, and provisions of the Agreement shall remain in effect for that extension period, subject only to any economic price adjustment if necessary.

III.
COST AND PAYMENT

PROVIDER will be compensated based on rate of $150 per treatment session. Sessions may be completed via remote electronic methods including telephone or videoconferencing or in-person as determined by the needs of the treatment provider and patient. Phone calls and/or video calls lasting more than 15 minutes will be billed at the hourly rate of $150. The fees under this Agreement shall be subject to the budgeted and available funding allotted and available for this category of services with the WCSO. For each fiscal year.

In the event that PROVIDER or a mental health provider within the network is subpoenaed to testify at a hearing, trial, deposition, or other legal proceeding, the hourly rate shall be $300. COUNTY agrees to pay PROVIDER for time spent in legal proceedings regardless of which party issues the subpoena or requires PROVIDER or the mental health professional to testify. The time for which PROVIDER or the mental health professional will be compensated includes, but is not limited to, preparation, record interview, waiting time, and time spent testifying in a hearing, trial, or deposition.

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

IV.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

V.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VI.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

VII.
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. In the event of further lockdowns or shelter-in-place orders related to COVID19 or any other communicable diseases or pandemic, if PROVIDER is able to provide services under this agreement by way of telephone, teleconference, or remote electronic means, this paragraph will not apply to relieve PROVIDER of the obligation to provide services or to relieve COUNTY of the obligation to pay for services provided as set forth in 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.

VIII.
TERMINATION

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. In the event of termination, COUNTY will only be liable for payment for services rendered by PROVIDER and goods actually received as of 5:00 pm on the termination date.

IX.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Bill Gravell (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
Mike Gleason
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Brandy P. Miller, Ph.D., PC
Attn: Brandy P. Miller, Ph. D.
2301 Bagdad Rd., Suite 104
Cedar Park, TX 78613

X.
SEVERABILITY

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

XI.
VENUE AND GOVERNING LAW

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, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XII.
NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents 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.

XIII.
COUNTY'S RIGHT TO AUDIT

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

XIV.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

XV.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed by the parties on the date referenced below to be effective as of the date of the last party's execution.

WILLIAMSON COUNTY, TEXAS

_____

Bill Gravell

Williamson County Judge

Date: _____ _____, 20____

PROVIDER:

Brandy Miller, PhD

Brandy P. Miller, Ph.D., PC

Date: August 27, 2021

Meeting Date: 09/14/2021

Design-Build Standard Form of Agreement for Chasco Constructors, Ltd. LLC

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Design-Build Standard Form of Agreement between Williamson County and Chasco Constructors, Ltd. L.L.C. for the Williamson County LE Drop Center Project; 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; designate County Architect Trenton H. Jacobs, AIA, as Williamson County's architect pursuant to Subchapter G of the Chapter 2269, Texas Government Code; and authorize the County Judge to execute the Design-Build Standard Form of Agreement.

Background

As a direct result of the COVID-19 Pandemic hardships on social structures in our community, an increased and immediate need has arisen to create capacity for those that may be facing mental health issues.

To address this capacity need, the Williamson County Law Enforcement Drop Center building is scheduled for renovation to accommodate a new program and partnership between the County and Bluebonnet Trails Community Services. The renovation will create space to accommodate individuals as they are being diagnosed for potential mental health issues that may need further evaluation or treatment. They will be relocated from this facility within 24 hours as it is not considered to be a long-term facility but more of a 'drop-center' for short term evaluation and stabilization of clients experiencing crisis. Without this facility renovation these program recipients may spend this evaluation time in a jail setting where that level of security is not warranted and not appropriate.

The building renovations will include creating a more open floor plan, upgrades to the kitchen area to support mealtimes, upgrades to plumbing and restroom facilities and upgrades and replacement of the fire alarm system which is outdated and not dependable. There will also be some changes made to create a proper intake area for the reception of clients. This area and others will need to be brought up to current ADA standards as well.

The remainder of the building that is not being used by the Bluebonnet clientele will become office space for the Sherriff's Office Crisis Intervention Team (CIT) program. Some remodeling and FF&E will be required to support the CIT program in the current building.

CARES Act funds shall be used for this project. The above-mentioned exemption is being requested as time is of the essence to establish this facility for the health and safety of the individuals supported by the Bluebonnet program. The department point of contact is Dale

Butler. The budgeted, not to exceed amount is $1.1 million.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chasco LE Drop Center Renovations Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 11:16 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:39 AM
Form Started By: Johnny Grimaldo		Started On: 09/09/2021 08:55 AM
Final Approval Date: 09/09/2021		

AIA® Document A141™ – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 14th day of September in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Design-Builder:
(Name, legal status, address and other information)

Chasco Constructors, Ltd. LLC
Attn: Charles J Glace, Jr., President
2801 East Old Settlers Blvd
Round Rock, Texas 78665

for the following Project:
(Name, location and detailed description)

Williamson County LE Drop Center
107 South Holly St.
Georgetown, Texas 78626

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

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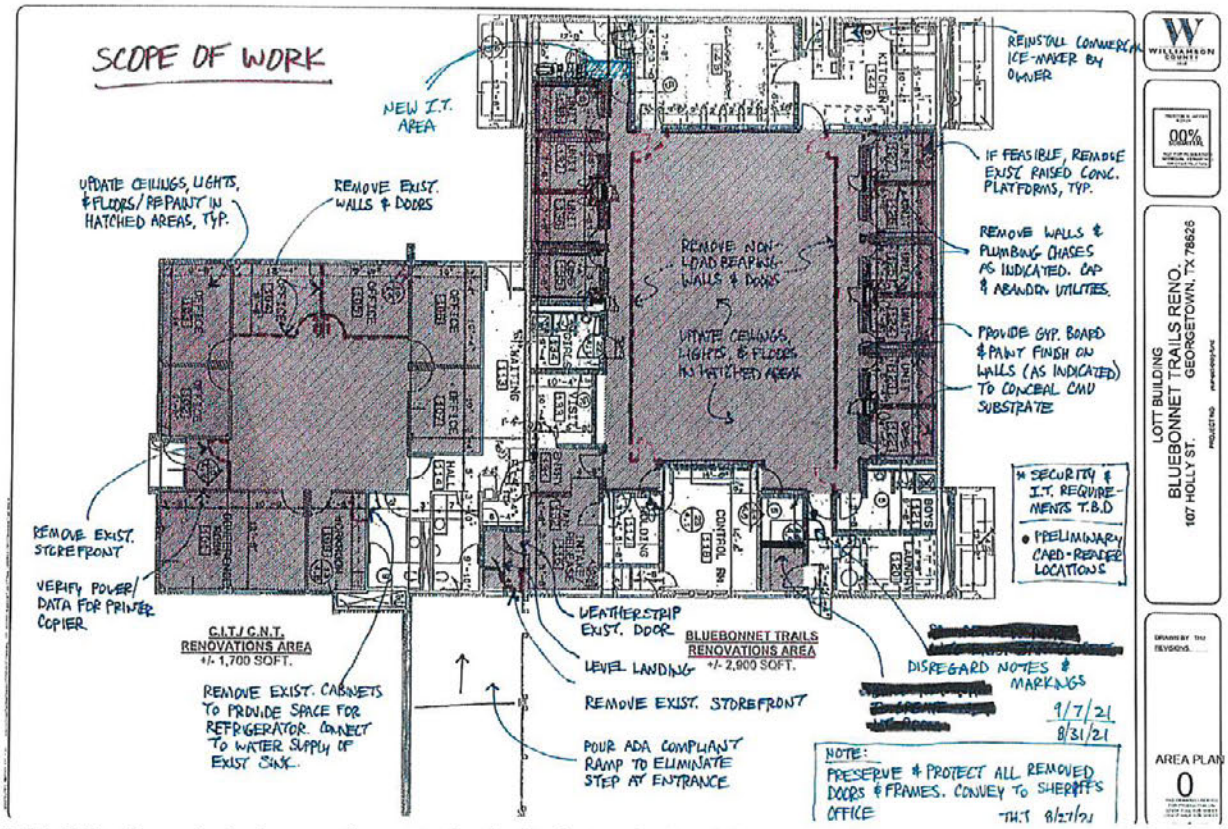

§ 1.1.2 The Owner's design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

see 1.1.1 above

§ 1.1.3 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

see 1.1.1 above

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™–2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

N/A

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

N/A

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

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(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

Not to exceed Nine Hundred Fifty Thousand Dollars ($950,000)

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

N/A

.2 Submission of Design-Builder Proposal:

N/A

.3 Phased completion dates:

N/A

.4 Substantial Completion date:

November 30, 2021

.5 Other milestone dates:

100% Final Completion & "Move-In Ready NLT 12/31/2021

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:
(List name, legal status, address and other information.)

.1 Architect

Mode Design Company
103 Woods Lane
Cedar Park, TX 78613

.2 Consultants

As-deemed necessary by Owner

.3 Contractors

N/A

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:
(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

N/A

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

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§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

Tom Stanfield, Sr Project Manager & Owners' Designated Representative
Williamson Country Facilities Department
3101 SE Inner Loop
Georgetown, Texas 78626

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

Trenton Jacobs, County Architect
Williamson Country Facilities Department
3101 SE Inner Loop,
Georgetown, Texas 78626

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

N/A

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Scott Badgett, VP of Estimating & Preconstruction Services
Bill Bambrick, VP of Construction
Chasco Constructors, Ltd, L.L.C.
2801 East Old Settlers Blvd.
Round Rock, Texas 78665

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 14.4

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 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 Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

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§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:
(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

N/A

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Lump Sum

Individual or Position	Rate
N/A	N/A

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner; and
.9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of Zero percent (0 %) of the expenses incurred. Design-Builder agrees and acknowledges Owner will not pay any expenses or costs that are not allowed pursuant to the Williamson County Vendor Reimbursement Policy.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable in accordance with Chapter 2251, V.T.C.A., Texas Government Code, (payment to Design-Builder will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the Williamson County Auditor receives a correct invoice for services, whichever is later. Amounts unpaid shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.
(Insert rate of monthly or annual interest agreed upon.)

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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: one percent (1%); and the prime rate as published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to Texas Government Code, §2251.025.

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment
For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

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.1 Work completed for the period;
.2 Project schedule status;
.3 Submittal schedule and status report, including a summary of outstanding Submittals;
.4 Responses to requests for information to be provided by the Owner;
.5 Approved Change Orders and Change Directives;
.6 Pending Change Order and Change Directive status reports;
.7 Tests and inspection reports;
.8 Status report of Work rejected by the Owner;
.9 Status of Claims previously submitted in accordance with Article 14;
.10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
.11 Current Project cash-flow and forecast reports; and
.12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

.1 Design-Builder's work force report;
.2 Equipment utilization report; and
.3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build 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 Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it 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 Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

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§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants 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 Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification

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to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

.1 allocations of program functions, detailing each function and their square foot areas;

.2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;

.3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and

.4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

N/A

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent

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to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

.1 Confirmation of the allocations of program functions;
.2 Site plan;
.3 Building plans, sections and elevations;
.4 Structural system;
.5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
.6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

.1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
.2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
.3 The proposed date the Design-Builder shall achieve Substantial Completion;
.4 An enumeration of any qualifications and exclusions, if applicable;
.5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
.6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

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§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder 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 Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder 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.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder 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 Design-Builder upon request. As a precondition to the Owner reimbursing Design-Builder for allowable sales and use taxes, Design-Builder must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Design-Builder'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 Design-Builder for such sales and use taxes upon Design-Builder providing sufficient and satisfactory documentation to the Williamson County Auditor.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder 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.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build 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 Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an

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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 Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder 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 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

.1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 the Design-Builder'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 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 Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity

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was reasonably capable of performing the Work, the Contract Sum and Contract Time shall 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 person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed 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 Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder 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 Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 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 terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder 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 Design-Builder, separate contractors and the Owner until subsequently revised.

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§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder 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 Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder 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 Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, 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 will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder 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 or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the

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Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, 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 Design-Build 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 Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, 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, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

.1 Additional costs of professional services;

.2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;

.5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. 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.

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§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing

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a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of 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; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner 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 Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

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§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder 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 Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-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 Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner 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 Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if

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required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as 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 Design-Builder 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 Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder 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 Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner 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 to protect the Owner from loss for which the Design-Builder is responsible because of

.1 defective Work, including design and construction, not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
.3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, 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 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

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§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 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 Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

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§ 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 Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build 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.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 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 Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance 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 Design-Builder 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 Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder 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 Unless otherwise agreed upon, 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 Design-Build Documents.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or 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. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Design-Build Documents; or

.3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder 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 Design-Builder shall be responsible for precautions for the safety of, and 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 Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

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§ 10.2.2 The Design-Builder 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.

§ 10.2.3 The Design-Builder shall implement, 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 notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 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 Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder 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 the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build 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 Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder'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 Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time 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 and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build 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 any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the

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rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-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.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build 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 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's

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licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or

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employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, 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;

.3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or

.4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, 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.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

.1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;

.2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;

.3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;

.4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

.1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;

.2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

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§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 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 Section 13.2.3.1. 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 Design-Builder is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder 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 Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 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 Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder 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 requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

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§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder'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.

§ 14.1.6.2 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.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

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§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

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§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, 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.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 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.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build 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.

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§ 15.4.2 No action or failure to act by the Owner or Design-Builder 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 thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder 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, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract 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.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build 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.

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§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

.1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder

.2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed

.3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds

.4 AIA Document A141™–2014, Exhibit C, Sustainable Projects, if completed

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

N/A

.6 Williamson County Vendor Reimbursement Policy – Exhibit D; and

.7 Additional Requirements May Be Applicable Related To The Coronavirus Aid, Relief And Economic Security Act (CARES) and The American Rescue Plan Act (ARPA) (C.F.D.A. 21027) Where Funding Mandates Legal Compliance – Exhibit E

This Agreement entered into as of the day and year first written above.

WILLIAMSON COUNTY, TEXAS

By: _____
Judge Bill Gravell, Jr.,
Williamson County Judge

CHASCO CONSTRUCTORS, LTD. L.L.C.

By: _____
Charles J Glace, Jr., President

(Rows deleted)

for the following PROJECT:
(Name and location or address)

Williamson County LE Drop Center
107 South Holly St.
Georgetown, Texas 78626

THE OWNER:
(Name, legal status and address)

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

THE DESIGN-BUILDER:
(Name, legal status and address)

Chasco Constructors, Ltd. LLC
Attn: Charles J Glace, Jr President
2801 East Old Settlers Blvd
Round Rock, Texas 78665

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THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the 14th day of September in the year 2021.
(In words, indicate day, month and year.)

TABLE OF ARTICLES

B.1 GENERAL

B.2 DESIGN BUILDER'S INSURANCE AND BONDS

B.3 OWNER'S INSURANCE

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:
(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

N/A

§ B.2.1.1 Commercial General Liability with policy limits of not less than **$ 1,000,000 for each occurrence and $2,000,000 in the aggregate** providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury;
.3 damages because of injury to or destruction of tangible property;
.4 bodily injury or property damage arising out of completed operations; and
.5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.

§ B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than **$1,000,000 per person; $1,000,000 occurrence and No aggregate policy limit** for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

§ B.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

§ B.2.1.4 Workers' Compensation at statutory limits.

§ B.2.1.5 Employers' Liability with policy limits as provided below:

Bodily Injury by Accident	$ 1,000,000 per Accident
Bodily Injury by Disease	$ 1,000,000 per Employee

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$ 1,000,000 Aggregate Policy Limit

§ B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than $2,000,000 per claim and annual $2,000,000 aggregate.
§ B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than **$2,000,000.00 per claim and $2,000,000 annual aggregate.**
§ B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than **$2,000,000.00 per claim and $2,000,000 annual aggregate**.

§ B.2.1.8 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.2.1.9 Additional Insured Obligations. The Owner and its consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ B.2.1.10 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ B.2.2 Performance Bond and Payment Bond
The Design-Builder shall provide surety bonds as follows:
(Specify type and penal sum of bonds.)

The Design-Builder is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Design-Builder 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 Design-Builder, deducting such amounts from the Contract Sum.

Performance Bond
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 must be acceptable and approved by the Owner.

Payment Bond
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 Design-Builder or a supplier of required materials or labor. The form of the bond must be acceptable and approved by the Owner.

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§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.3 OWNER'S INSURANCE

§ B.3.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ B.3.2 Property Insurance

§ B.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Design-Builder shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where 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 the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Design-Builder shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until final payment has been made as provided in Section 9.10 of the Agreement or until no person or entity other than the Owner has an insurable interest in the property required by this Section. Unless the parties agree otherwise, upon issuance of final payment, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

§ B.3.2.1.1 The insurance required under Section B.3.2.1 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 Design-Builder's services and expenses required as a result of such insured loss. Property insurance provided by the Design-Builder 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 Design-Builder shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Design-Builder under this paragraph shall include a waiver of subrogation in accordance with the requirements of Section B.3.2.7..

§ B.3.2.1.2 Design-Builder shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Design-Builder's negligence or breach of the Contract.

§ B.3.2.1.3 The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ B.3.2.1.4 Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder 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.

§ B.3.2.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

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§ B.3.2.3 If the Owner is damaged by the failure or neglect of the Design-Builder to purchase or maintain insurance as described above, then the Design-Builder shall bear all reasonable costs properly attributable thereto.

§ B.3.2.4 **Loss of Use Insurance.** At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.

§ B.3.2.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ B.3.2.6 Before an exposure to loss may occur, the Design-Builder shall file with the Owner a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.3. The Design-Builder shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.3.2.7 **Waivers of Subrogation.** The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, 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 covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, 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 the 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.

§ B.3.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section B.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ B.3.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

§ B.3.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the

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method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

§ B.4.1 Warranty Bond.

Prior to final payment, Design-Builder shall provide Owner with a Warranty Bond in the sum of **ten percent (10%)** of the Contract Sum for **twelve (12) months** from Substantial Completion of the Work. The form of the bond must be acceptable and approved by the Owner.

§ B.4.2 Additional Bond and Surety Requirements.

§ B.4.2.1 Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

§ B.4.2.2 Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State of Texas. 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 Design-Builder shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

§ B.4.2.3 Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

§ B.4.2.4 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 Design-Builder shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

§ B.4.2.5 Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Design-Builder to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

§ B.4.2.6 Claims on payment bonds must be sent directly to the Design-Builder 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 Design-Builder on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Design-Builder 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.

§ B.4.2.7 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).

§ B.4.3 General Insurance Requirements

§ B.4.3.1 Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Design-Builder 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.

§ B.4.3.2 If the Owner is damaged by failure of the Design-Builder to purchase or maintain insurance required under the Agreement and this exhibit, then the Design-Builder shall bear all reasonable costs (including attorneys' fees and

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court and settlement expenses) properly attributable thereto.

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a

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particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not

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available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

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7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees

Init.
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10.28 Sales tax on goods purchased

10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

ADDITIONAL REQUIREMENTS MAY BE APPLICABLE RELATED TO THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES) AND THE AMERICAN RESCUE PLAN ACT (ARPA) (C.F.D.A. 21027) WHERE FUNDING MANDATES LEGAL COMPLIANCE:

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

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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

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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.

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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.

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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.

19. **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.

20. **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.

21. **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

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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."

22. **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.

23. **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.

24. **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.

25. **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

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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.

26. **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.

27. **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.

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Commissioners Court - Regular Session **76.**

Meeting Date: 09/14/2021

DOI Projects and Issues

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/23/2021 04:16 PM
Form Started By: Vicky Edwards		Started On: 08/23/2021 04:03 PM
Final Approval Date: 08/23/2021		

Commissioners Court - Regular Session **77.**

Meeting Date: 09/14/2021

Award IFB #T5045 CR 404 Hutto 18 Inch Waterline Realignment

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB T5045 CR 404 Hutto 18 Inch Waterline Realignment to Austin Underground, Inc. and authorizing the execution of the agreement. Funding source is P390.

Background

The Purchasing Department solicited sealed bids for T5045 CR 404 Hutto 18 Inch Waterline Realignment. The bids have been reviewed and the apparent low bid, Austin Underground, Inc. was found to be responsive and materially balanced wioth a low bid of $2,897,639.00. Eight (8) bids were received, with one bid being found non-responsive and rejected. The Austin Underground, Inc. bid was $1,293,672.05 lower than the engineer's estimate, a cost savings of 30.9%. The bidding was competitive with the lowest two bidders being within 1.2% of each other. Austin Underground, Inc. has successfully completed previous projects for local cities performing similar work. Recommendation of Award for CR 404 Hutto 18 Inch Waterline Realignment contract is to Austin Underground, Inc. in the amount of $2,897,639.00. Department Point of Contact is Christen Eschberger of HNTB.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 07:17 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:23 AM
Form Started By: Kim Chappius		Started On: 09/07/2021 11:34 AM
Final Approval Date: 09/09/2021		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

September 7, 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
CR 404 Hutto 18 Inch Water Line Realignment
Williamson County Project No. T5045
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 (Austin Underground, Inc.) was found to be responsive and materially balanced. Eight bids were received, with one bid being found non-responsive and rejected. Following is a summary of the responsive bid totals:

1.	Austin Underground, Inc.	$2,897,639.00
2.	Cash Construction Company, Inc.	$2,947,959.00
3.	Skyblue Utilities, Inc.	$3,513,508.28
4.	Guerra Construction LLC	$3,535,132.62
5.	Santa Clara Construction	$4,187,436.00
6.	Marsau Enterprise, Inc.	$4,216,310.48
7.	Royal Vista, Inc.	$4,449,526.00

The lowest bidder was $1,293,672.05 lower than the Engineer's Estimate, a cost savings of 30.9%. The bidding was competitive with the lowest two bidders being within 1.2% of each other.

In addition to meeting the bid qualifications subject to being low bidder, Austin Underground, Inc. has successfully completed previous projects for local cities performing similar work. Based on the references provided and the low bid of $2,897,639.00, we concur with the Design

Engineer's (Cobb Fendley) Recommendation of Award for the CR 404 City of Hutto 18" Water Line contract to Austin Underground, Inc in the amount of $2,897,639.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Christen Eschberger, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, 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 B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
T5045 CR 404 Hutto 18 Inch Water Line Realignment
August 27, 2021

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Austin Underground, Inc.	$ 2,897,639.00	1	($1,293,672.05)	-30.9%	$ -	0.0%
Cash Construction Company, Inc.	$ 2,947,959.00	2	($1,243,352.05)	-29.7%	$ 50,320.00	1.7%
Skyblue Utilities, Inc.	$ 3,513,508.28	3	($677,802.77)	-16.2%	$ 615,869.28	21.3%
Guerra Construction LLC	$ 3,535,132.62	4	($656,178.43)	-15.7%	$ 637,493.62	22.0%
~~Vaca Underground Utilities, Inc.~~	~~$ 4,013,829.50~~	N/A	~~($177,481.55)~~	~~-4.2%~~	~~$ 1,116,190.50~~	~~38.5%~~
Santa Clara Construction	$ 4,187,436.00	5	($3,875.05)	-0.1%	$ 1,289,797.00	44.5%
Marsau Enterprises, Inc.	$ 4,216,310.48	6	$24,999.43	0.6%	$ 1,318,671.48	45.5%
Royal Vista, Inc.	$ 4,449,526.00	7	$258,214.95	6.2%	$ 1,551,887.00	53.6%

Williamson County Road Bond Program
T5045 CR 404 Hutto 18 inch Water Line Realignment
August 27, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Austin Underground, Inc.		Cash Construction Company, Inc.		Skyblue Utilities, Inc.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	500-6001	Mobilization	1	LS	$ 307,634.55	$ 307,634.55	$ 110,000.00	$ 110,000.00	$ 77,641.05	$ 77,641.05	$ 236,000.00	$ 236,000.00
2	502-6001	Barricades, Signs, and Traffic Handling	2	MO	$ 6,500.00	$ 13,000.00	$ 1,900.00	$ 3,800.00	$ 2,500.00	$ 5,000.00	$ 9,440.00	$ 18,880.00
3	512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	200	LF	$ 38.50	$ 7,700.00	$ 54.00	$ 10,800.00	$ 80.00	$ 16,000.00	$ 88.50	$ 17,700.00
4	512-6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	120	LF	$ 42.00	$ 5,040.00	$ 54.00	$ 6,480.00	$ 80.00	$ 9,600.00	$ 88.50	$ 10,620.00
5	512-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	200	LF	$ 7.50	$ 1,500.00	$ 12.00	$ 2,400.00	$ 20.00	$ 4,000.00	$ 17.70	$ 3,540.00
6	512-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	120	LF	$ 8.50	$ 1,020.00	$ 12.00	$ 1,440.00	$ 20.00	$ 2,400.00	$ 17.70	$ 2,124.00
7	501S-30	Jacking or Boring, 30" Steel Pipe, ASTM A134	579	LF	$ 615.00	$ 356,085.00	$ 770.00	$ 445,830.00	$ 800.00	$ 463,200.00	$ 751.36	$ 435,037.44
8	CIP11.06.B	Trench Excavation Safety Protection Systems (All Depths)	12072	LF	$ 3.50	$ 42,252.00	$ 1.00	$ 12,072.00	$ 0.50	$ 6,036.00	$ 0.59	$ 7,122.48
9	G2.07	Site Preparation	136.5	STA	$ 2,000.00	$ 273,000.00	$ 500.00	$ 68,250.00	$ 630.00	$ 85,995.00	$ 295.00	$ 40,267.50
10	G6.09.A-RB	Rock Berm	253	LF	$ 40.00	$ 10,120.00	$ 42.00	$ 10,626.00	$ 30.00	$ 7,590.00	$ 35.40	$ 8,956.20
11	G6.09.A-SF	Silt Fence	12581	LF	$ 2.50	$ 31,452.50	$ 3.00	$ 37,743.00	$ 2.75	$ 34,597.75	$ 2.95	$ 37,113.95
12	G6.09.B	Stabilized Construction Entrance	5	EA	$ 2,500.00	$ 12,500.00	$ 1,400.00	$ 7,000.00	$ 2,000.00	$ 10,000.00	$ 1,180.00	$ 5,900.00
13	G7.09	Broadcast Seeding	35938	SY	$ 1.50	$ 53,907.00	$ 1.00	$ 35,938.00	$ 0.40	$ 14,375.20	$ 1.18	$ 42,406.84
14	W1.17.A	Ductile Iron Fittings (C-153 Weight Schedule)	5	TON	$ 10,000.00	$ 50,000.00	$ 5,000.00	$ 25,000.00	$ 31,000.00	$ 155,000.00	$ 15,961.69	$ 79,808.45
15	W1.17.A.18/ W2.10.A.18	Pipe, 18" Dia. DI CL-250 or PVC C-900, pressure-rated for 250 psi, Complete in Place, Including Excavation and Backfill	7342	LF	$ 205.00	$ 1,505,110.00	$ 115.00	$ 844,330.00	$ 115.00	$ 844,330.00	$ 147.25	$ 1,081,109.50
16	W1.17.AR.18/ W2.10.AR.18	Restrained Pipe, 18" Dia. DI CL-250 or PVC C-900, pressure-rated for 250 psi, Complete in Place, Including Excavation and Backfill	5309	LF	$ 235.00	$ 1,247,615.00	$ 150.00	$ 796,350.00	$ 146.00	$ 775,114.00	$ 185.59	$ 985,297.31
17	W3.21.A18x16	16"X16" Pressure Tap, Including Full-Body Tapping Sleeve and Valve	2	EA	$ 20,000.00	$ 40,000.00	$ 28,000.00	$ 56,000.00	$ 21,000.00	$ 42,000.00	$ 27,167.84	$ 54,335.68
18	W3.21.A18	Valves, Gate 18" Dia.	9	EA	$ 8,100.00	$ 72,900.00	$ 17,000.00	$ 153,000.00	$ 18,400.00	$ 165,600.00	$ 14,443.86	$ 129,994.74
19	W3.21.ARV2	Air Release Valves, 2"	8	EA	$ 5,500.00	$ 44,000.00	$ 6,500.00	$ 52,000.00	$ 3,300.00	$ 26,400.00	$ 6,353.46	$ 50,827.68
20	W4.04.24	Encasement Pipe, 30" Diameter, Steel (7/16" Thickness)	91	LF	$ 225.00	$ 20,475.00	$ 280.00	$ 25,480.00	$ 280.00	$ 25,480.00	$ 462.37	$ 42,075.67
21	SP.W1.17.D	Waterline Marker	30	EA	$ 100.00	$ 3,000.00	$ 230.00	$ 6,900.00	$ 100.00	$ 3,000.00	$ 47.20	$ 1,416.00
22	SP.W1.17.C16/ SP.W2.10.D16	Restrain Existing Pipe, 16” Dia.; Includes MEGALUG thrust restraints and/or concrete thrust blocking	2	EA	$ 2,000.00	$ 4,000.00	$ 9,200.00	$ 18,400.00	$ 15,000.00	$ 30,000.00	$ 16,009.46	$ 32,018.92
23	SP.W3.21.F	Drain Valve Assembly, including valve and pipe	8	EA	$ 3,000.00	$ 24,000.00	$ 6,600.00	$ 52,800.00	$ 3,700.00	$ 29,600.00	$ 8,059.49	$ 64,475.92
24	SS.W3.21.A16	Valves, Insertion, 16” Dia., Including cost of installation on active water line, Complete in Place	2	EA	$ 20,000.00	$ 40,000.00	$ 45,000.00	$ 90,000.00	$ 45,000.00	$ 90,000.00	$ 50,740.00	$ 101,480.00
25	999-WC01	FORCE ACCOUNT (NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.)	25000	DOL	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 4,191,311.05**		**$2,897,639.00**		**$2,947,959.00**		**$3,513,508.28**
		ACTUAL BID PROPOSAL				$4,191,311.05		$2,897,639.00		$2,947,959.00		$3,513,508.28
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00		$0.00
		Bid Bond						Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		**Y**

Williamson County Road Bond Program
T5045 CR 404 Hutto 18 inch Water Line Realignment
August 27, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	D Guerra Construction, LLC		Santa Clara Construction		Marsau Enterprises, Inc.		Royal Vista, Inc.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	500-6001	Mobilization	1	LS	$ 150,000.00	$ 150,000.00	$ 160,000.00	$ 160,000.00	$ 125,318.47	$ 125,318.47	$ 200,000.00	$ 200,000.00
2	502-6001	Barricades, Signs, and Traffic Handling	2	MO	$ 10,000.00	$ 20,000.00	$ 2,000.00	$ 4,000.00	$ 7,500.00	$ 15,000.00	$ 35,000.00	$ 70,000.00
3	512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	200	LF	$ 65.00	$ 13,000.00	$ 120.00	$ 24,000.00	$ 90.00	$ 18,000.00	$ 150.00	$ 30,000.00
4	512-6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	120	LF	$ 65.00	$ 7,800.00	$ 120.00	$ 14,400.00	$ 100.00	$ 12,000.00	$ 150.00	$ 18,000.00
5	512-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	200	LF	$ 30.00	$ 6,000.00	$ 60.00	$ 12,000.00	$ 20.00	$ 4,000.00	$ 75.00	$ 15,000.00
6	512-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	120	LF	$ 30.00	$ 3,600.00	$ 60.00	$ 7,200.00	$ 20.00	$ 2,400.00	$ 75.00	$ 9,000.00
7	501S-30	Jacking or Boring, 30" Steel Pipe, ASTM A134	579	LF	$ 665.00	$ 385,035.00	$ 1,300.00	$ 752,700.00	$ 457.00	$ 264,603.00	$ 695.00	$ 402,405.00
8	CIP11.06.B	Trench Excavation Safety Protection Systems (All Depths)	12072	LF	$ 10.00	$ 120,720.00	$ 1.00	$ 12,072.00	$ 1.50	$ 18,108.00	$ 5.00	$ 60,360.00
9	G2.07	Site Preparation	136.5	STA	$ 1,000.00	$ 136,500.00	$ 500.00	$ 68,250.00	$ 36.00	$ 4,914.00	$ 600.00	$ 81,900.00
10	G6.09.A-RB	Rock Berm	253	LF	$ 30.00	$ 7,590.00	$ 35.00	$ 8,855.00	$ 25.00	$ 6,325.00	$ 50.00	$ 12,650.00
11	G6.09.A-SF	Silt Fence	12581	LF	$ 2.65	$ 33,339.65	$ 4.00	$ 50,324.00	$ 8.50	$ 106,938.50	$ 5.00	$ 62,905.00
12	G6.09.B	Stabilized Construction Entrance	5	EA	$ 2,500.00	$ 12,500.00	$ 3,000.00	$ 15,000.00	$ 2,250.00	$ 11,250.00	$ 1,500.00	$ 7,500.00
13	G7.09	Broadcast Seeding	35938	SY	$ 1.00	$ 35,938.00	$ 1.00	$ 35,938.00	$ 1.05	$ 37,734.90	$ 2.00	$ 71,876.00
14	W1.17.A	Ductile Iron Fittings (C-153 Weight Schedule)	5	TON	$ 15,000.00	$ 75,000.00	$ 32,000.00	$ 160,000.00	$ 19,492.00	$ 97,460.00	$ 28,500.00	$ 142,500.00
15	W1.17.A.18/ W2.10.A.18	Pipe, 18" Dia. DI CL-250 or PVC C-900, pressure-rated for 250 psi, Complete in Place, Including Excavation and Backfill	7342	LF	$ 145.00	$ 1,064,590.00	$ 170.00	$ 1,248,140.00	$ 227.03	$ 1,666,854.26	$ 180.00	$ 1,321,560.00
16	W1.17.AR.18/ W2.10.AR.18	Restrained Pipe, 18" Dia. DI CL-250 or PVC C-900, pressure-rated for 250 psi, Complete in Place, Including Excavation and Backfill	5309	LF	$ 180.00	$ 955,620.00	$ 203.00	$ 1,077,727.00	$ 264.15	$ 1,402,372.35	$ 255.00	$ 1,353,795.00
17	W3.21.A18x16	16"X16" Pressure Tap, Including Full-Body Tapping Sleeve and Valve	2	EA	$ 28,500.00	$ 57,000.00	$ 35,000.00	$ 70,000.00	$ 19,558.00	$ 39,116.00	$ 35,000.00	$ 70,000.00
18	W3.21.A18	Valves, Gate 18" Dia.	9	EA	$ 18,700.00	$ 168,300.00	$ 24,000.00	$ 216,000.00	$ 12,980.00	$ 116,820.00	$ 28,500.00	$ 256,500.00
19	W3.21.ARV2	Air Release Valves, 2"	8	EA	$ 5,150.00	$ 41,200.00	$ 3,000.00	$ 24,000.00	$ 4,155.00	$ 33,240.00	$ 4,500.00	$ 36,000.00
20	W4.04.24	Encasement Pipe, 30" Diameter, Steel (7/16" Thickness)	91	LF	$ 400.00	$ 36,400.00	$ 330.00	$ 30,030.00	$ 231.00	$ 21,021.00	$ 325.00	$ 29,575.00
21	SP.W1.17.D	Waterline Marker	30	EA	$ 500.00	$ 15,000.00	$ 100.00	$ 3,000.00	$ 100.00	$ 3,000.00	$ 100.00	$ 3,000.00
22	SP.W1.17.C16/ SP.W2.10.D16	Restrain Existing Pipe, 16” Dia.; Includes MEGALUG thrust restraints and/or concrete thrust blocking	2	EA	$ 11,500.00	$ 23,000.00	$ 10,000.00	$ 20,000.00	$ 43,367.50	$ 86,735.00	$ 17,500.00	$ 35,000.00
23	SP.W3.21.F	Drain Valve Assembly, including valve and pipe	8	EA	$ 6,500.00	$ 52,000.00	$ 3,600.00	$ 28,800.00	$ 4,700.00	$ 37,600.00	$ 4,750.00	$ 38,000.00
24	SS.W3.21.A16	Valves, Insertion, 16” Dia., Including cost of installation on active water line, Complete in Place	2	EA	$ 45,000.00	$ 90,000.00	$ 60,000.00	$ 120,000.00	$ 30,250.00	$ 60,500.00	$ 48,500.00	$ 97,000.00
25	999-WC01	FORCE ACCOUNT (NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.)	25000	DOL	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$3,535,132.65**		**$4,187,436.00**		**$4,216,310.48**		**$4,449,526.00**
		ACTUAL BID PROPOSAL				$3,535,132.62		$4,187,436.00		$4,216,310.48		$4,449,526.00
		ADJUSTMENT DIFFERENCE				($0.03)		$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

CobbFendley
TBPE Firm Registration No. 274

September 7, 2021

Ms. Christen Eschberger, PE
Project Manager, HNTB
101 E Old Settlers Blvd 100
Round Rock, Texas 78664

RE: T5045 CR 404 Hutto 18 Inch Water Line Realignment
Recommendation for Award

Ms. Eschberger:

Bids for T5045 CR 404 Hutto 18 Inch Water Line Realignment were opened on Friday, August 27, 2021 at 10:00 a.m. Seven (7) bids were received and have been evaluated. The lowest qualified bidder is Austin Underground, Inc. with a total bid of $2,897,639.00. The Engineer's Opinion of Probable Construction Cost was $4,191,311.05. Please find attached a summary of all submitted bids.

CobbFendley hereby recommends to award the construction contract for bid in the amount of Two Million, Eight Hundred Ninety Seven Thousand, Six Hundred Thirty Nine dollars ($2,897,639.00) for the T5045 CR 404 Hutto 18 Inch Water Line Realignment to Austin Underground, Inc.

Sincerely,

Kristen Van Hoosier, P.E.
Project Manager

Commissioners Court - Regular Session **78.**

Meeting Date: 09/14/2021

Award IFB #T4320 CR Paving 401,402 and 404

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #T4320 CR Paving 401,402 and 404 to Texas Materials Group, Inc. and authorizing the execution of the agreement.

Background

The Purchasing Department solicited sealed bids for IFB T4320 CR Paving (401,402 and 404). The bids have been reviewed and the apparent low bid (Texas Materials Group, Inc.) was found to be responsive and materially balanced. Three (3) bids were received. The lowest bidder was $103,127.19 higher than the engineer's estimate, a cost difference of 12.6%. In addition to meeting bid qualifications subject to being the low bidder, Texas Materials, Inc. has successfully completed asphalt paving on other County bond projects as a subcontractor. These projects include the Inner Loop Improvements, CR 119, Bagdad Road at CR 278, CR 176 at RM 2243 and the CR 110 Middle. Based on the references and qualifications for Texas Materials, Inc. the recommendation is to award the County Road Paving (CR 401, 402, 404) contract to Texas Materials, Inc. in the amount of $922,709.84. Department Point of Contact is Kate Wilder of HNTB. Funding source is P389 (CR 402) and P390 (CR 401/404).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/09/2021 07:39 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:23 AM
Form Started By: Kim Chappius		Started On: 09/07/2021 01:59 PM
Final Approval Date: 09/09/2021		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78681

Telephone (512) 744-9082
www.hntb.com

September 7, 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
County Road Paving (CR 401, 402, 404)
Williamson County Project T4320
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 (Texas Materials Group, Inc.) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Texas Materials Group, Inc.	$922,709.84
2.	Lone Star Paving	$1,003,636.20
3.	Alpha Paving Industries, LLC	$1,207,168.04

The lowest bidder was $103,127.19 higher than the Engineer's Estimate, a cost difference of 12.6%. In addition to meeting bid qualifications subject to being the low bidder, Texas Materials has successfully completed asphalt paving on other County Bond projects as a subcontractor. These projects include the Inner Loop Improvements, CR 119, Bagdad Road at CR 278, CR 176 at RM 2243 and the CR 110 Middle.

Based on the references and qualifications for Texas Materials, we recommend award of the County Road Paving (CR 401, 402, 404) contract to Texas Materials, Inc. in the amount of $922,709.84.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Christen Eschberger, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Form 1295

Cc: Judge Bill Gravell, Jr., Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
T4320 County Road Paving (CR 401, 402, 404)
September 7, 2021

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Texas Materials Group, Inc.	922,709.84	1	$103,127.19	12.6%	$ -	0.0%
Lone Star Paving	1,003,636.20	2	$184,053.55	22.5%	$ 80,926.36	8.8%
Alpha Paving Industries LLC	1,207,168.04	3	$387,585.39	47.3%	$ 284,458.20	30.8%

Williamson County Road Bond Program
T4320 County Road Paving (CR 401, 402, 404)
September 7, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Texas Materials Group, Inc.		Lone Star Paving		Alpha Paving Industries LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	160-6005	FURNISHING AND PLACING TOPSOIL	811	CY	$ 11.60	$ 9,407.60	$ 5.00	$ 4,055.00	$ 65.00	$ 52,715.00	$ 70.00	$ 56,770.00
2	161-WC001	EROSION CONTROL COMPOST (3")	3642	SY	$ 2.96	$ 10,780.32	$ 5.00	$ 18,210.00	$ 5.00	$ 18,210.00	$ 5.00	$ 18,210.00
3	162-WC103	MULCH TOPDRESSING (5")	3642	SY	$ 4.54	$ 16,534.68	$ 6.00	$ 21,852.00	$ 7.50	$ 27,315.00	$ 12.00	$ 43,704.00
4	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	7286	SY	$ 1.50	$ 10,929.00	$ 0.39	$ 2,841.54	$ 0.40	$ 2,914.40	$ 3.00	$ 21,858.00
5	164-WC11	SEEDING FOR EROSION CONTROL (PERM)(TY 11)	21854	SY	$ 1.73	$ 37,807.42	$ 0.32	$ 6,993.28	$ 0.35	$ 7,648.90	$ 2.00	$ 43,708.00
6	166-6002	FERTILIZER	0.94	TON	$ 1,505.46	$ 1,415.13	$ 1,500.00	$ 1,410.00	$ 1,500.00	$ 1,410.00	$ 3,000.00	$ 2,820.00
7	168-WC01	VEGETATIVE WATERING	509.9	MG	$ 27.21	$ 13,874.38	$ 60.00	$ 30,594.00	$ 75.00	$ 38,242.50	$ 80.00	$ 40,792.00
8	354-6023	PLAN ASPH CONC PAV(0" TO 4")	1096	SY	$ 7.01	$ 7,682.96	$ 21.00	$ 23,016.00	$ 31.00	$ 33,976.00	$ 14.78	$ 16,198.88
9	500-6001	MOBILIZATION	1	LS	$ 72,234.69	$ 72,234.69	$ 75,000.00	$ 75,000.00	$ 45,000.00	$ 45,000.00	$ 55,000.00	$ 55,000.00
10	502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	4	MO	$ 8,058.43	$ 32,233.72	$ 2,500.00	$ 10,000.00	$ 15,000.00	$ 60,000.00	$ 10,000.00	$ 40,000.00
11	530-6005	DRIVEWAYS (ACP)	405	SY	$ 111.04	$ 44,971.20	$ 43.00	$ 17,415.00	$ 60.00	$ 24,300.00	$ 43.74	$ 17,714.70
12	662-6109	WK ZN PAV MRK SHT TERM (TAB)TY W	1034	EA	$ 0.89	$ 920.26	$ 1.20	$ 1,240.80	$ 1.00	$ 1,034.00	$ 5.00	$ 5,170.00
13	662-6111	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	1034	EA	$ 0.62	$ 641.08	$ 1.20	$ 1,240.80	$ 1.00	$ 1,034.00	$ 5.00	$ 5,170.00
14	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	115	LF	$ 9.13	$ 1,049.95	$ 12.00	$ 1,380.00	$ 12.00	$ 1,380.00	$ 14.50	$ 1,667.50
15	666-6093	REFL PAV MRK TY I (W)(RR XING)(100MIL)	2	EA	$ 445.00	$ 890.00	$ 500.00	$ 1,000.00	$ 500.00	$ 1,000.00	$ 600.00	$ 1,200.00
16	666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	20658	LF	$ 1.09	$ 22,517.22	$ 0.37	$ 7,643.46	$ 0.40	$ 8,263.20	$ 0.45	$ 9,296.10
17	666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	20658	LF	$ 1.09	$ 22,517.22	$ 0.37	$ 7,643.46	$ 0.40	$ 8,263.20	$ 0.45	$ 9,296.10
18	672-6009	REFL PAV MRKR TY II-A-A	260	EA	$ 5.68	$ 1,476.80	$ 4.70	$ 1,222.00	$ 5.00	$ 1,300.00	$ 6.00	$ 1,560.00
19	3076-6002	D-GR HMA TY-B SAC-B PG64-22	4097	TON	$ 68.49	$ 280,603.53	$ 86.50	$ 354,390.50	$ 90.00	$ 368,730.00	$ 94.96	$ 389,051.12
20	3076-6042	D-GR HMA TY-D SAC-B PG70-22	2459	TON	$ 73.51	$ 180,761.09	$ 118.00	$ 290,162.00	$ 100.00	$ 245,900.00	$ 119.96	$ 294,981.64
21	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	240	DAY	$ 105.56	$ 25,334.40	$ 85.00	$ 20,400.00	$ 125.00	$ 30,000.00	$ 450.00	$ 108,000.00
22	999-WC01	FORCE ACCOUNT	25000	DOL	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 819,582.65**		**$922,709.84**		**$1,003,636.20**		**$1,207,168.04**
		ACTUAL BID PROPOSAL				$819,582.65		$922,709.84		$1,003,636.20		$1,207,168.04
		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

Commissioners Court - Regular Session **79.**

Meeting Date: 09/14/2021

2138 CR 101 Change Order No. 1

Submitted By: Mayra Ramos, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order no. 1 in the amount of $139,570.57 for 2138 CR 101 (James Construction), a Road Bond project in Commissioner Pct. 4. P: 269 Funding Source: Road Bond.

Background

This Change Order adds various changes to the project, including additional pipe underdrains to help alleviate groundwater, concrete used to backfill Culvert 4, and the use of full depth asphalt on side roads and intersections to expedite the reconstruction of the intersections.

Item 341-WC03 Full Depth HMAC was utilized to expedite the work at the CR 394/368, CR 160, CR 369, and CR 395 intersections with CR 101. These intersections were to be constructed with lime-treated subgrade and flexible base, while maintaining traffic access. Use of full-depth hot mix decreased the time for the work from approximately two (2) weeks to one (1) day at each intersection.

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Item 556-WC01 Underdrain was for additional pipe that was needed to capture groundwater encountered while making subgrade for the roadway from stations 110+20 to 113+78, east of the existing roadway. The groundwater in this area was not allowing the subgrade to dry out enough to make a solid subgrade. Underdrain envelope rock sized at 3” x 5” rock was used, instead of the half inch gravel. This will provide a solid foundation for the roadway in this area.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2138 CR 101 Change Order No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 09:56 AM
Form Started By: Mayra Ramos		Started On: 09/08/2021 11:18 AM
Final Approval Date: 09/09/2021		

5880 WEST HWT 190, SUITE 100
BELTON, TX 76513
PHONE: (254) 939-8610
FAX: (254) 939-8611

James Construction Group

8/31/2021

HNTB CORPORATION
Attention: Eddie Church
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE: WILLIAMSON Co. – CR101
Job #: 2138
CO-01 (Underdrains HMAC)

Dear Mr. Church,

Please see attached sign Change Order #1 for the above referenced project.

Please review, sign and return an executed copy.

James Construction Group does not waive any original contract conditions to submit costs of claims associated or arising from delayed or changed work. This includes occasions when it becomes necessary to preform extra work at Williamson County's request. Upon execution of Williamson County's change order form, the contractor reserves its right to submit or claim any extra costs, overhead and delay time with associated cost arising from or pertaining to the change order.

Regards,
James Construction Group

Alexander Krejchi
Project Engineer

CC:

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **James Construction**

2. Change Order Work Limits: Sta. **110+20** to Sta. **113+78**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **3F** (3 Max. - In order of importance - Primary first)

Project:	***2138***
Roadway:	***CR 101***
CSJ Number:	

5. Describe the work being revised:

3F: County Convenience. Additional work desired by the County. This Change Order adds various changes to the project, including additional pipe underdrains to help alleviate groundwater, concrete used to backfill Culvert 4, and use of full-depth asphalt on side roads and intersections to expedite the reconstruction of the roadways.

6. Work to be performed in accordance with Items: **See attached**

7. New or revised plan sheet(s) are attached and numbered: **No**

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 8/24/21

By: _____

Typed/Printed Name Rick Lewis

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$139,570.57**

RECOMMENDED FOR EXECUTION:

_____ 8/31/21
Project Manager Date

N/A
Design Engineer Date

_____ 9/07/2021
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *1* ***Project #*** *2138*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
247-6044	FL BS (CMP IN PL) (TY A GR 4)(FNL POS)	CY	$27.74	41,586.00	$1,153,595.64	(1,478.00)	40,108.00	$1,112,595.92	($40,999.72)
260-6001	LIME (HYDRATED LIME DRY)	TON	$160.11	2,477.00	$396,592.47	(90.00)	2,387.00	$382,182.57	($14,409.90)
260-6084	LIME TRT (SUBGRADE) (12")	SY	$2.27	91,760.00	$208,295.20	(3,334.00)	88,426.00	$200,727.02	($7,568.18)
341-WC03	FULL DEPTH HMAC	SY	$52.00	0.00	$0.00	3,334.00	3,334.00	$173,368.00	$173,368.00
401-6001	CONCRETE BACKFILL	CY	$215.31	0.00	$0.00	58.00	58.00	$12,487.98	$12,487.98
556-WC01	UNDERDRAIN	LF	$38.91	0.00	$0.00	429.00	429.00	$16,692.39	$16,692.39
TOTALS					$1,758,483.31			$1,898,053.88	$139,570.57

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
CR 101 Improvements
Williamson County Project No. 2138

Change Order No. 1

Reason for Change

This Change Order adds various changes to the project, including additional pipe underdrains to help alleviate groundwater, concrete used to backfill Culvert 4, and the use of full depth asphalt on side roads and intersections to expedite the reconstruction of the intersections.

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Following is a summary of new items required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
341-WC03	FULL DEPTH HMAC	3,334.11	SY
401-6001	CONCRETE BACKFILL	58	CY
556-WC01	UNDERDRAIN	429	LF

This Change Order results in an increase of $139,570.57 to the Contract amount, for an adjusted Contract total of $13,232,412.57. The original Contract amount was $13,092,842.00. Because of this Change Order, $139,570.57 has been added to the Contract, resulting in a 1.07% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation
Lowell D. Choate, P.E.

Change Order Proposal

Date: 3/11/2021

Proposal#: CO10783-04

Primoris Services Corporation
James Construction Group

Bill To:
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
CR 101
Project No.: 2138
Control No.: 2138

Qty	UM	Description	Unit Price	Total
3,334.11	SY	Full Depth HMA Intersections (Day)	$52.00	**$173,386.98**
			Total	**$173,386.98**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	3/11/2021	**Project:**	CR101			**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	2138			**Highway:**	CR101
Description:	Full Depth HMA Intersections	**Original Contract:**		**Net CO:**	$ -	**Revised Contract:**	

Estimated Qty: 3,334.11 SY
Estimated Change in Contract Sum: $ 173,386.98
Estimated Change In Contract Time:

Narrative: This change order covers the installation of 10 inches of TY B HMA at CR395, CR369, CR394, CR368, CR160 in leu of the original typical section to facilitate access to the cross streets at the end of each working day. This is a quote to preform the work during the day and excludes any traffic control that may be required by the county to maintain access.

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
Forman	40.00	10.00		$ 33.44	$ 50.16	$ 1,839.20
Motor Grader Operator	40.00	10.00		$ 26.00	$ 39.00	$ 1,430.00
Loader Operator	40.00	10.00		$ 17.00	$ 25.50	$ 935.00
Roller Operator	40.00	10.00		$ 15.00	$ 22.50	$ 825.00
Excavator Operator	40.00	10.00		$ 26.00	$ 39.00	$ 1,430.00
Laborer	40.00	10.00		$ 14.00	$ 21.00	$ 770.00
					Subtotal	$ 5,390.00
					15% Markup	$ 808.50
					55% Burdens	$ 2,964.50
					Total Labor	**$ 9,163.00**

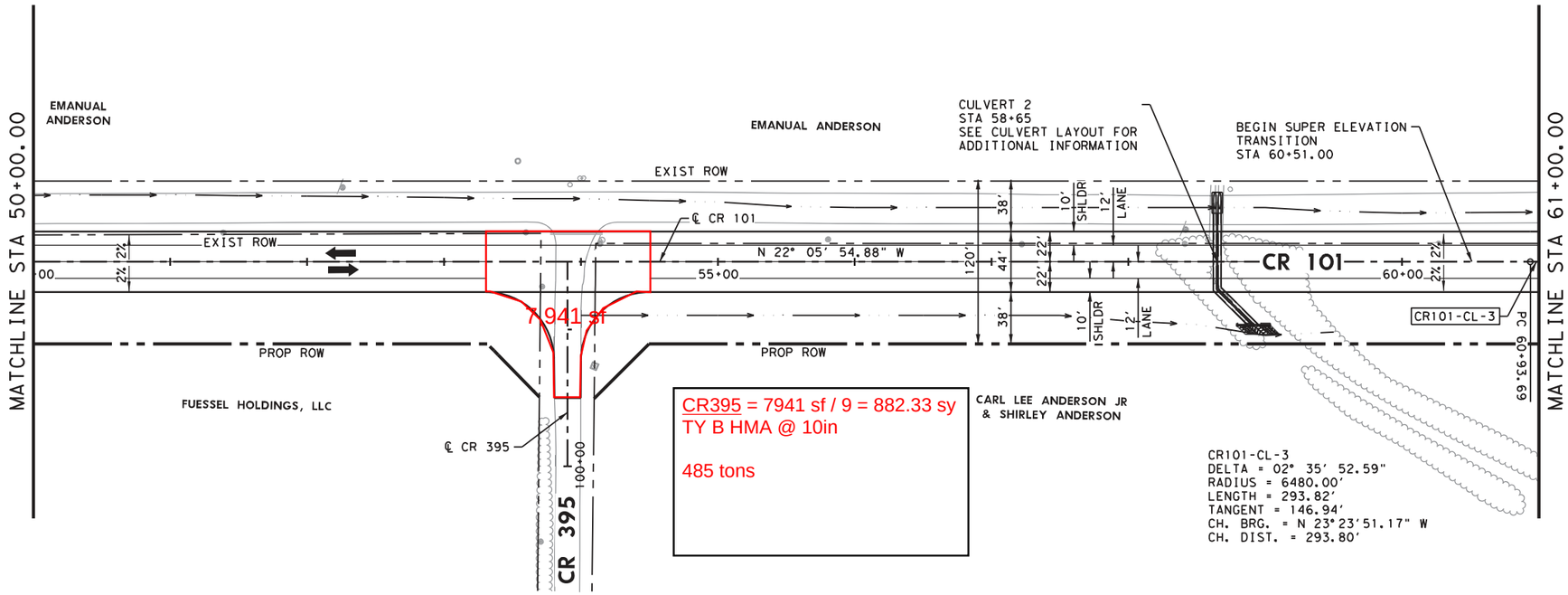
Equipment	QTY	UM	Rate	Extended
CAT 140M Motor Grader	50.00	HR	$ 84.17	$ 4,208.50
CAT 938 Loader	50.00	HR	$ 65.98	$ 3,299.00
CAT CS54B Roller	50.00	HR	$ 52.04	$ 2,602.00
Steel Wheel Roller (United)	5.00	days	$ 112.58	$ 562.90
1/2 ton pickup	50.00	HR	$ 27.56	$ 1,378.00
CAT 336 Excavator	50.00	HR	$ 167.38	$ 8,369.00
			Subtotal	$ 20,419.40
			15% Markup	$ 3,062.91
			Total Equipment	**$ 23,482.31**

Subcontractors	QTY	UM	Price	Extended
On site Hauling	10.00	Hrs	$ 78.00	$ 780.00
			Subtotal	$ 780.00
			15% Markup	$ 117.00
			Total Subcontract	**$ 897.00**

Material	QTY	UM	Price	Extended
Lone Star Paving - TY B HMA Delivered	1833.76	Tons	$ 65.50	$ 120,111.28
			Subtotal	$ 120,111.28
			15% Markup	$ 18,016.69
			Total Material	**$ 138,127.97**

Additional Work Items	QTY	Units	Price	Extended
				$ -
			Total	**$ -**

TOTAL OF WORK PERFORMED	**$ 171,670.28**
BOND FEE (ADD 1%)	**$ 1,716.70**
TOTAL COST	**$ 173,386.98**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 52.00**



LEGEND:

- EXISTING SIGN
- MAILBOX
- DIRECTION OF TRAFFIC
- DW# DRIVEWAY NUMBER
- CURVE # ALIGNMENT CURVE NUMBER
- DITCH FLOW DIRECTION

NOTES:

1. SEE INTERSECTION LAYOUTS FOR ADDITIONAL INFORMATION.
2. SEE DRIVEWAY AND INTERSECTION DETAILS FOR ADDITIONAL INFORMATION.
3. ALL MBGF LENGTH OF NEED CALCULATIONS BASED ON ULTIMATE TYPICAL SECTION (3-12' LANES WITH 4' SHOULDERS)

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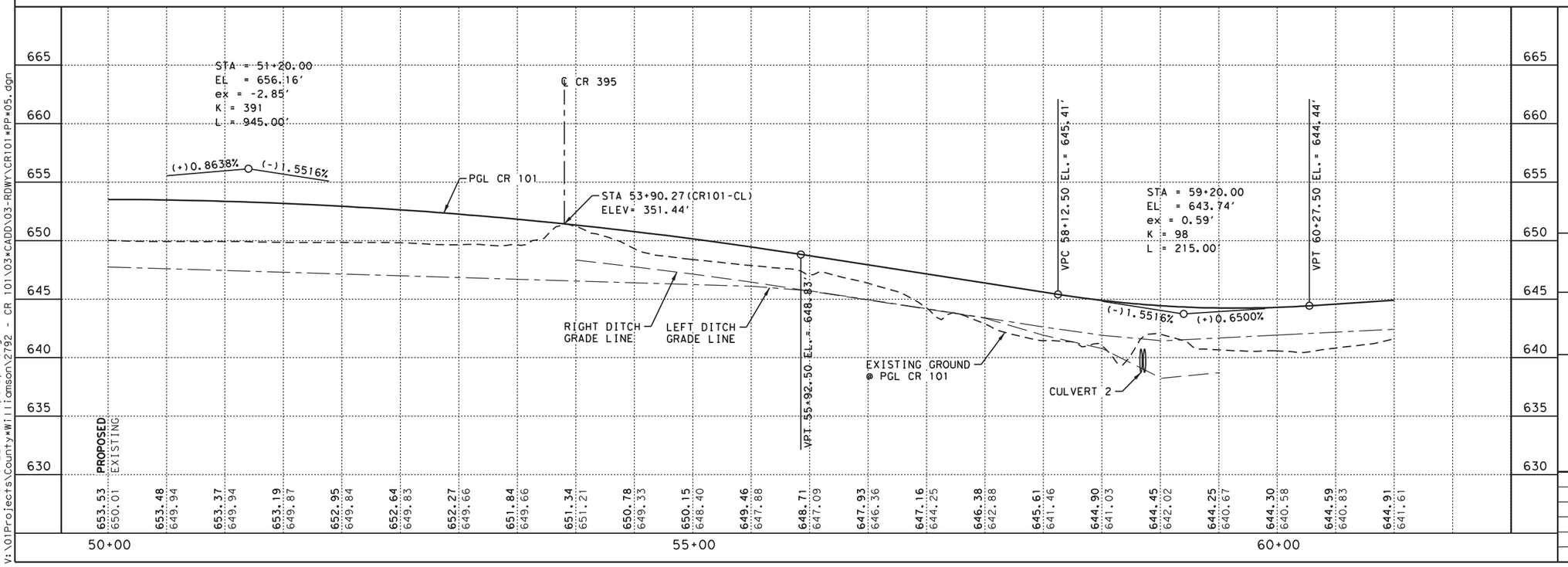
SCALE: 1"=100' H
1"=10' V



ERIN N. GONZALES
102407
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
7/12/2019

BGE, Inc.
101 Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

CR 101

ROADWAY PLAN & PROFILE

SHEET 5 OF 19

FED.RD. DIV.NO.	PROJECT NO.		SHEET NO.
6			106
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
			CR 101

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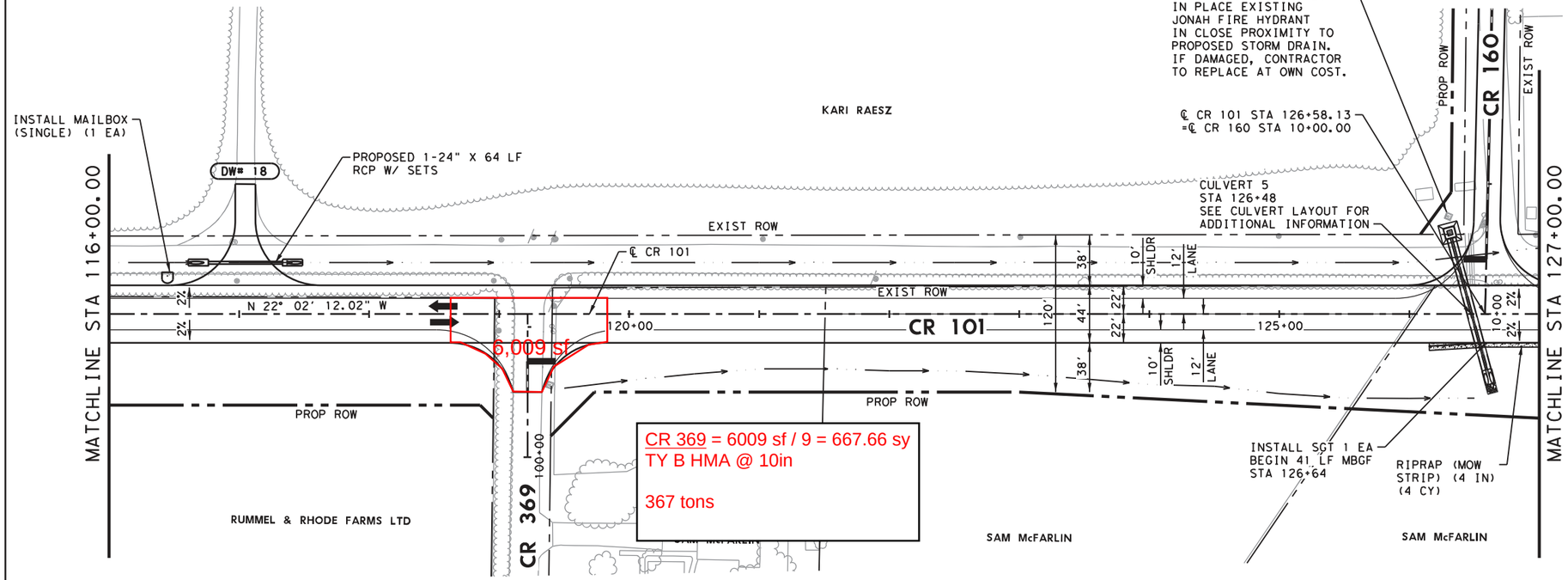

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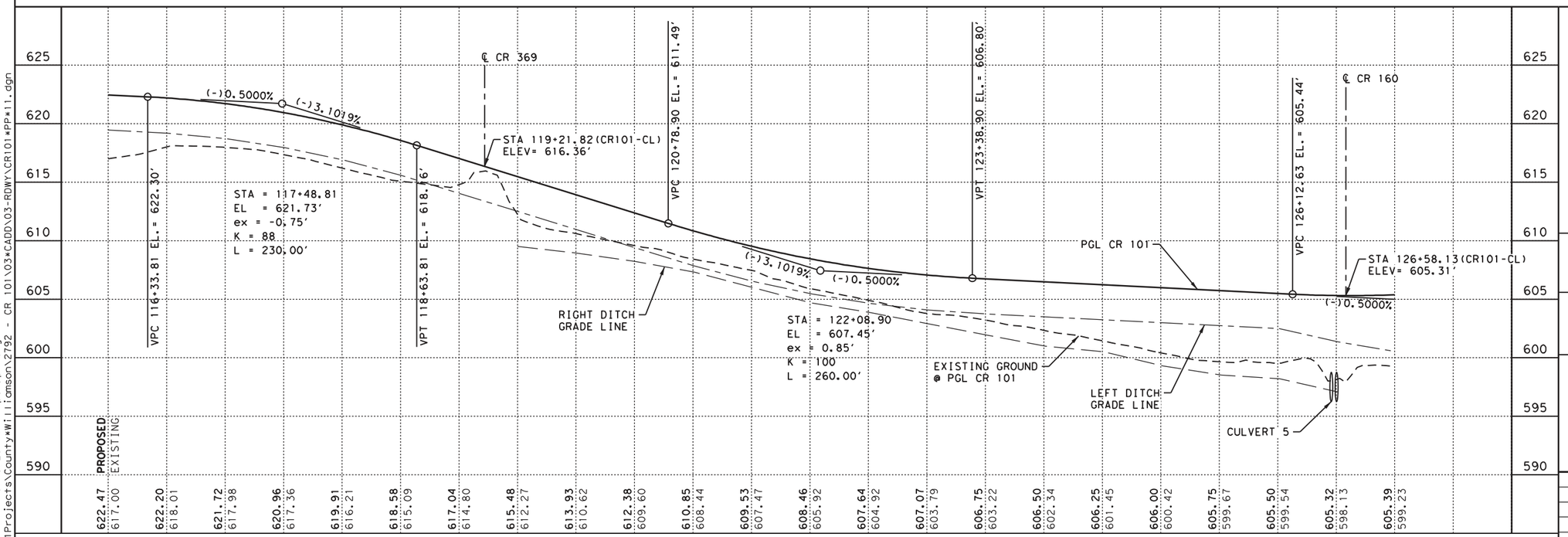

STATE OF TEXAS
ERIN N. GONZALES
102407
LICENSED
PROFESSIONAL ENGINEER

Erin N. Gonzales

7/12/2019

WILLIAMSON COUNTY 1848

Taylor Texas

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CR 101

ROADWAY PLAN & PROFILE

SHEET 11 OF 19

FED.RD. DIV.NO.	PROJECT NO.		SHEET NO.
6			112
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
			CR 101

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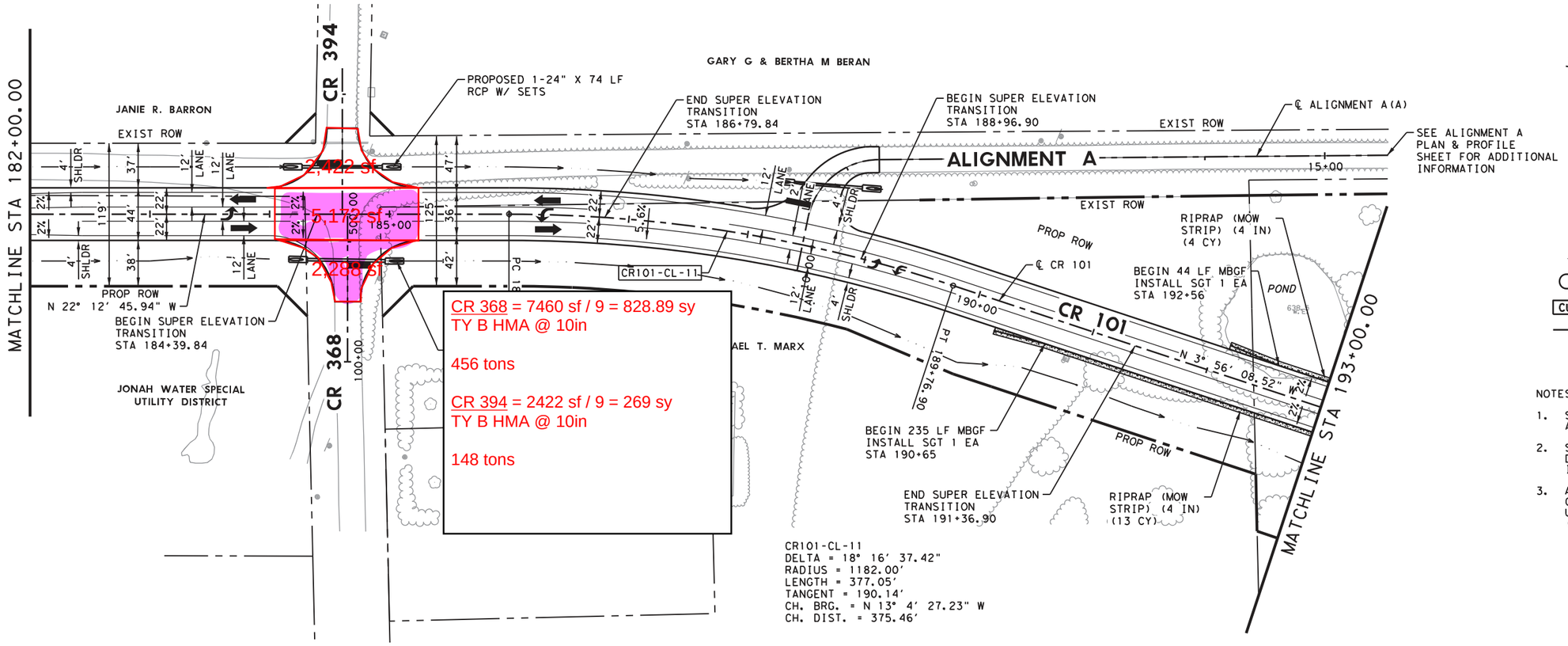

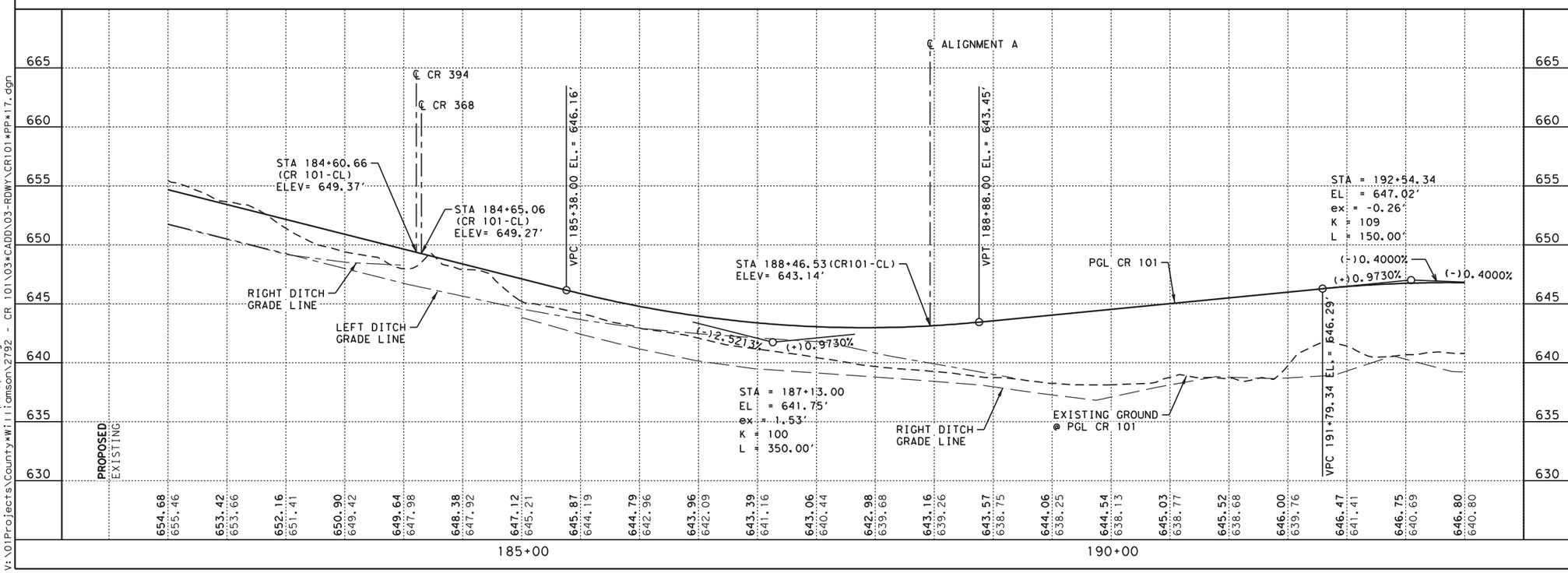

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STATE OF TEXAS
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7/12/2019

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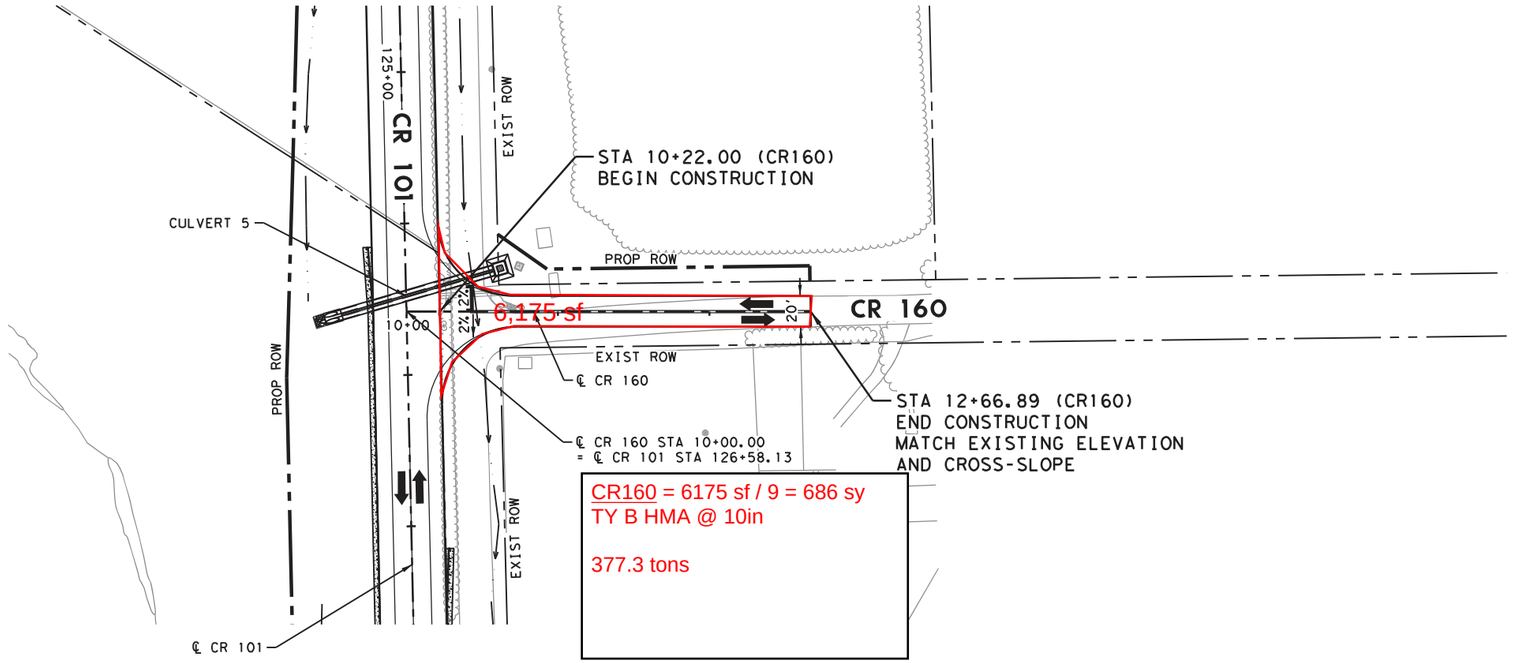
CR 101

ROADWAY PLAN & PROFILE

SHEET 17 OF 19

FED.RD. DIV.NO.	PROJECT NO.		SHEET NO.
6			118
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
			CR 101



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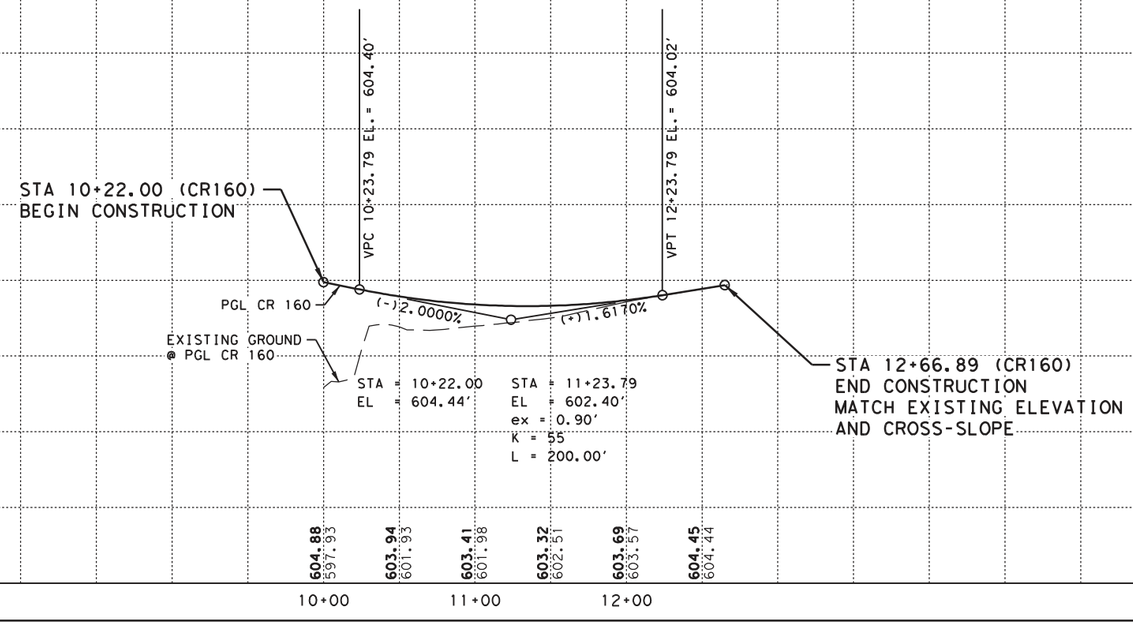

STATE OF TEXAS
ERIN N. GONZALES
102407
LICENSED
PROFESSIONAL ENGINEER
Erin N. Gonzales
7/12/2019

WILLIAMSON COUNTY 1848
Taylor Texas

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TBPE Registration No. F-1046

CR 160

ROADWAY PLAN & PROFILE

SHEET 1 OF 1

FED.RD. DIV.NO.	PROJECT NO.	SHEET NO.
6		122
STATE	DIST.	COUNTY
TEXAS	AUS	WILLIAMSON
CONT.	SECT.	JOB / HIGHWAY NO.
		CR 101

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EquipmentWatch™

www.equipmentwatch.com

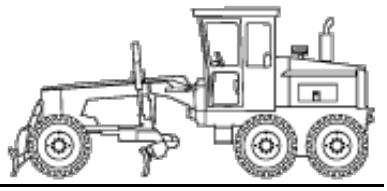
All prices shown in US dollars ($)

Rental Rate Blue Book®

April 13, 2020

Caterpillar 140M AWD (disc. 2014)
Articulated Frame Graders

Size Class:
170 - 199 HP
Weight:
N/A



Configuration for 140M AWD (disc. 2014)

Net Horsepower	**183.0 hp**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $8,215.00	USD $2,300.00	USD $575.00	USD $86.00	USD $42.67	USD $89.35
Adjustments						
Region (Texas: 88.9%)	(USD $911.86)	(USD $255.30)	(USD $63.83)	(USD $9.55)		
Model Year (2014: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $7,303.13**	**USD $2,044.70**	**USD $511.17**	**USD $76.45**	**USD $42.67**	**USD $84.17**

Non-Active Use Rates

	Hourly
Standby Rate	USD $23.24
Idling Rate	USD $59.42

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	34%	USD $2,793.10/mo
Overhaul (ownership)	45%	USD $3,696.75/mo
CFC (ownership)	11%	USD $903.65/mo
Indirect (ownership)	11%	USD $903.65/mo
Fuel (operating) @ USD 3.07	42%	USD $17.92/hr

Revised Date: 1st half 2020

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for ALLISON CANGELOSI (acangelosi@jcgllc.com)

www.equipmentwatch.com

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EquipmentWatch™

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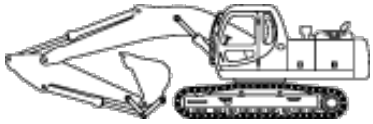
All prices shown in US dollars ($)

Rental Rate Blue Book®

April 14, 2020

Caterpillar 336F L XE
Crawler Mounted Hydraulic Excavators



Size Class:
33.1 - 40.0 MTons
Weight:
N/A

Configuration for 336F L XE

Bucket Capacity - Heaped	**3 cu yd**	Net Horsepower	**314 hp**
Operating Weight	**85100 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $15,980.00	USD $4,475.00	USD $1,120.00	USD $170.00	USD $85.12	USD $175.92
Adjustments						
Region (Texas: 90.6%)	(USD $1,502.12)	(USD $420.65)	(USD $105.28)	(USD $15.98)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $14,477.88**	**USD $4,054.35**	**USD $1,014.72**	**USD $154.02**	**USD $85.12**	**USD $167.38**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $43.60
Idling Rate	USD $122.62

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	USD $5,912.60/mo
Overhaul (ownership)	46%	USD $7,350.80/mo
CFC (ownership)	10%	USD $1,598.00/mo
Indirect (ownership)	6%	USD $958.80/mo
Fuel (operating) @ USD 3.07	47%	USD $40.36/hr

Revised Date: 1st half 2020

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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EquipmentWatch™

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All prices shown in US dollars ($)

Rental Rate Blue Book®

April 13, 2020

Caterpillar 938M
4-Wd Articulated Wheel Loaders

Size Class:
175 - 199 HP
Weight:
N/A

Configuration for 938M

Bucket Capacity - Heaped	**6.5 cu yd**	Net Horsepower	**168 hp**
Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $6,435.00	USD $1,800.00	USD $450.00	USD $68.00	USD $33.48	USD $70.04
Adjustments						
Region (Texas: 88.9%)	(USD $714.28)	(USD $199.80)	(USD $49.95)	(USD $7.55)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $5,720.71**	**USD $1,600.20**	**USD $400.05**	**USD $60.45**	**USD $33.48**	**USD $65.98**

Non-Active Use Rates

	Hourly
Standby Rate	USD $20.48
Idling Rate	USD $49.05

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	USD $2,638.35/mo
Overhaul (ownership)	37%	USD $2,380.95/mo
CFC (ownership)	12%	USD $772.20/mo
Indirect (ownership)	10%	USD $643.50/mo
Fuel (operating) @ USD 3.07	49%	USD $16.55/hr

Revised Date: 1st half 2020

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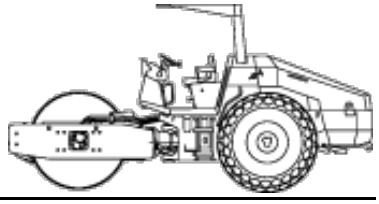
All prices shown in US dollars ($)

Rental Rate Blue Book®

April 14, 2020

Caterpillar CS54B
Single Drum Vibratory Compactors

Size Class:
8.0 - 11.9 MTons
Weight:
N/A



Configuration for CS54B

Drum Type	**Smooth**	Drum Width	**84.0 in**
Net Horsepower	**124.0 hp**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $4,390.00	USD $1,230.00	USD $310.00	USD $47.00	USD $29.74	USD $54.68
Adjustments						
Region (Texas: 89.4%)	(USD $465.34)	(USD $130.38)	(USD $32.86)	(USD $4.98)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,924.66**	**USD $1,099.62**	**USD $277.14**	**USD $42.02**	**USD $29.74**	**USD $52.04**

Non-Active Use Rates

	Hourly
Standby Rate	USD $16.28
Idling Rate	USD $32.17

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	49%	USD $2,151.10/mo
Overhaul (ownership)	26%	USD $1,141.40/mo
CFC (ownership)	13%	USD $570.70/mo
Indirect (ownership)	11%	USD $482.90/mo
Fuel (operating) @ USD 3.07	33%	USD $9.87/hr

Revised Date: 1st half 2020

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All prices shown in US dollars ($)

Rental Rate Blue Book®

November 18, 2019

Miscellaneous 4X2 1/2 375 CONV GAS
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
HP

Configuration for 4X2 1/2 375 CONV GAS

Axle Configuration	**4X2**	Cab Type	**Conventional**
Horsepower	**375 hp**	Power Mode	**Gasoline**
Ton Rating	**1/2**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $1,025.00	USD $290.00	USD $73.00	USD $11.00	USD $22.24	USD $28.06
Adjustments						
Region (Texas: 91.4%)	(USD $88.15)	(USD $24.94)	(USD $6.28)	(USD $0.95)		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $936.85**	**USD $265.06**	**USD $66.72**	**USD $10.05**	**USD $22.24**	**USD $27.56**

Non-Active Use Rates

	Hourly
Standby Rate	USD $3.78
Idling Rate	USD $23.20

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	USD $553.50/mo
Overhaul (ownership)	29%	USD $297.25/mo
CFC (ownership)	7%	USD $71.75/mo
Indirect (ownership)	10%	USD $102.50/mo
Fuel (operating) @ USD 2.51	80%	USD $17.88/hr

Revised Date: 2nd half 2019

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United Rentals

BRANCH 19J
1910 WEST PECAN STREET
PFLUGERVILLE TX 78660
512-990-8665
512-990-1944 FAX

RENTAL RETURN INVOICE

186784628-001

Customer #	: 759075
Invoice Date	: 10/12/20
Rental Out	: 10/07/20 03:00 PM
Rental In	: 10/09/20 08:00 AM
UR Job Loc	: COUNTY ROAD 110 & LI
UR Job #	: 23
Customer Job ID:	
P.O. #	: 524597
Requested By	: ALEX KREJCHI
Reserved By	: ROBERT MOLINA
Salesperson	: JARED KARNS

Job Site

ROAD CONSTRUCTION PROJECT
COUNTY ROAD 110 & LINNER LOOP
x:CR 110@LINNER LOOP
ROUND ROCK TX 78665
Office: 972-538-5300 **Cell:** 254-718-4392

JAMES CONSTRUCTION GROUP LLC
PO BOX 90022
BATON ROUGE LA 70879-9022

Invoice Amount: $479.28

Terms: Net 30 Days
Payment options: Contact our credit office 704-916-4144
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
FILE 51122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	10632205	ROLLER 1.5 TON DOUBLE DRUM SMOOTH GAS Make: WACKER Model: RD 12A-90 Serial: 24386972 Meter out: 382.50 Meter in: 384.60		58.00	408.00	1749.00	116.00
1	10582316	LIGHT TOWER,6KW Make: MAGNUM PRO Model: MLT3060 Serial: 3001627969 Meter out: 6337.10 Meter in: 6343.80	10.83	10.83	75.81	325.00	21.66
1	10646672	LIGHT TOWER,6KW Make: MAGNUM PRO Model: MLT3060 Serial: 3001890552 Meter out: 4703.60 Meter in: 4710.30	10.83	10.83	75.81	325.00	21.66

Rental Subtotal: 159.32

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	TX UNIT PROPERTY TAX	[DRSURTX/MCI]	.333	EACH	.33
2	GAS	[GAS/MCI]	5.000	EACH	10.00
4.50	DIESEL FUEL	[DSL/MCI]	5.000	EACH	22.50
5	DIESEL FUEL	[DSL/MCI]	5.000	EACH	25.00
1	DELIVERY CHARGE		115.000	EACH	115.00
1	PICKUP CHARGE		115.000	EACH	115.00

Sales/Misc Subtotal: 287.83

Agreement Subtotal: 389.65
Fuel: 57.50
Tax: 32.13
Total: 479.28

COMMENTS/NOTES:

CONTACT: ALEX KREJCHI
CELL#: 254-718-4392

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

$58 / DAY × 5 DAYS

$115 DELIVERY

$115 PICK UP

$520 + TAX → 562.90 / 5 = 112.58/DAY

TW

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

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To Sign Up, contact URControlSupport@ur.com

11151 W. FM 487
Florence , Texas , 76527
512-699-0301
Tbermudez@Asphaltincllc.cc

DATE February 24, 2021
CUSTOMER ID
EXPIRATION DATE July 3, 2021

TO James Construction
Alex Krejchi
254-718-4392

JOB NAME	Contract #	ADDRESS	ESTIMATED START DATE	DAY OR NIGHT	TONS PER DAY	PAYMENT TERMS
CR 101				Day FOB Florence Plant		30 Days Net

QTY	Spec#	DESCRIPTION	UNIT PRICE	TAXABLE?	LINE TOTAL
1800.00	TXDOT 340	TYPE B Rap 64-22	$ 53.00	yes	$ 95,400.00
1800.00		Haul Rate Day	$ 12.50	yes	$ 22,500.00
1800.00		Haul Rate Night	$ 15.00	yes	$ 27,000.00
5.00		Night opening Charge	$ 4,000.00		20,000.00

SUBTOTAL	$ 164,900.00
SALES TAX	13,604.25
TOTAL	$ 178,504.25

1. All mixtures once produced by Asphalt Inc. LLC. will be purchased by above quoted company.
2. All Production bouses to be paid to Asphalt Inc. LLC.
3. All sales are taxable unless Tax Certificate is provided.
4. Payment is 30 days net.
5. Signature is required to activate quote and returned.

ASPHALT INC, LLC REPRESENTATIVE : _____

ATHURIZED REPRESENTATIVE : _____

THANK YOU FOR YOUR BUSINESS!

INVOICE

Date: 1/14/2021

Invoice # 10783-03

Primoris Services Corporation
James Construction Group

Bill To:
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
CR 101
Project No.: 2138
Control No.: 2138

Qty	UM	Description	Unit Price	Total
58.00	CY	Flowfill around Culvert 4 at HNTB's Request	$215.31	**$12,488.12**
			Total	**$12,488.12**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	1.13.21	**Project:**	CR101			**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	2138			**Highway:**	CR101
Description:	Flowfill Around Culvert 4 RCP	**Original Contract:**		**Net CO:**	$ -	**Revised Contract:**	
Estimated Qty:	58.00 CY	**Narrative:**	PSC installed 58 CY of flowfill around Culvert 4 as requested by HNTB due to its proximity to the flex base (the top of pipe extended into the flex base.)				
Estimated Change in Contract Sum:	$ 12,488.12						
Estimated Change In Contract Time:							

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
1.4.21 - Form around Junction Box						
Robert Hernandez	5.00		HR	$ 23.00		$ 115.00
Angel Hernandez	5.00		HR	$ 18.00		$ 90.00
Daneisha Jackson	5.00		HR	$ 17.00		$ 85.00
Micheal Guy	3.00		HR	$ 14.00		$ 42.00
Alleon Thigpen	5.00		HR	$ 13.00		$ 65.00
1.6.21 - Form around Junction Box						
Robert Hernandez	4.00		HR	$ 23.00		$ 92.00
Angel Hernandez	3.00		HR	$ 18.00		$ 54.00
Daneisha Jackson	3.00		HR	$ 17.00		$ 51.00
Micheal Guy	3.00		HR	$ 14.00		$ 42.00
Alleon Thigpen	3.00		HR	$ 13.00		$ 39.00
1.7.21 - Form at both Ends of Culvert						
Robert Hernandez	2.00		HR	$ 23.00		$ 46.00
Daneisha Jackson	2.00		HR	$ 18.00		$ 36.00
Micheal Guy	2.00		HR	$ 17.00		$ 34.00
Alleon Thigpen	2.00		HR	$ 13.00		$ 26.00
1.13.21 - Pour Flowfill						
Robert Hernandez	7.50		HR	$ 23.00		$ 172.50
Angel Hernandez	6.50		HR	$ 18.00		$ 117.00
Daneisha Jackson	6.50		HR	$ 17.00		$ 110.50
Micheal Guy	0.50		HR	$ 14.00		$ 7.00
Alleon Thigpen	6.50		HR	$ 13.00		$ 84.50
					Subtotal	$ 1,308.50
					15% Markup	$ 196.28
					55% Burdens	$ 719.68
					Total Labor	**$ 2,224.45**

Equipment	**QTY**	**UM**	**Rate**	**Extended**
Cat 930M Loader	16.50	Hrs	$ 47.13	$ 777.65
Cat 336E Excavator	16.50	Hrs	$ 167.38	$ 2,761.77
			Subtotal	$ 3,539.42
			15% Markup	$ 530.91
			Total Equipment	**$ 4,070.33**

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
				$ -
			Subtotal	$ -
			15% Markup	$ -
			Total Subcontract	**$ -**

Material	**QTY**	**UM**	**Price**	**Extended**
Flowable Fill (Martin Marietta)	58.00	CY	$ 91.00	$ 5,278.00
			Subtotal	$ 5,278.00
			15% Markup	$ 791.70
			Total Material	**$ 6,069.70**

Additional Work Items	**QTY**	**Units**	**Price**	**Extended**
		DOL	$ -	$ -
			Total	**$ -**

TOTAL OF WORK PERFORMED	**$ 12,364.48**
BOND FEE (ADD 1%)	**$ 123.64**
TOTAL COST	**$ 12,488.12**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 215.31**

James Construction Group, LLC.
5880 West U.S. HWY. 190
Belton, Texas 76513
Phone: (254) 939-8610
Fax: (254) 939-8611

CR101 Extra Work Form
Job # 10783

Foreman: Robert Hernandez

Date: 01.13.2021

Description of Work

Pour flow fill over 24" RCP

LABOR			
NAME	CRAFT/CLASS	HRS	DESCRIPTION OF TASK
Robert Hernandez	22-004	7.5	Back trucks up to location + fill Bucket up with flow
Angel Hernandez	8-1306	6.5	Used trackhoe operated to pour flow fill
Daneisha Jackson	8-1372	6.5	Watched form blow-outs + fixed roadway
Michael Gury	19-1175	.5	Watched form blow outs
[redacted] Allison Thigpen	20-1172	6.5	Watched for form blow outs.

EQUIPMENT		MATERIALS		
EQUIPMENT TYPE	EQUIPMENT #	MATERIAL DESCRIPTION	QTY	UoM
Loader CAT 930M	LW-495			
Trackhoe CAT 336E	EB265			

Owner's Representative

Name: _____

Signature: _____

Date: _____

JCG Representative

Name: _____

Signature: _____

Date: _____

Foreman's Daily Time Report

Job No.	Day of Week	Date	Week Ending
10783	Thursday	01.07	01.10.21

Job Name: Williamson CR 101

Weather: Sunny

Allocation				A	B	C	D	E	F
Phase				0508-2001	0503-2001				
Description									
AWA									

Employee No.	Name	Craft/Class	Equip. #	Total Hrs	Abs Code	No Injury	Equip. Hrs.	A Hrs	B Hrs	C Hrs	D Hrs	E Hrs	F Hrs
231959	Hernandez, Robert	22/004		11	C/N	No		9	2				
242009	Hernandez, Angel	8/1306		6	C/N	No		6					
284890	Jackson, Daneisha	8/1372		10	C/N	No		8	2				
285005	Guy, Michael	19/1175		10	C/N	No		8	2				
285628	Thigpen, Alleon	20/1172		10		No		8	2				
Totals													

	Quantity	Units	Description / Location, Station, Etc.
A			Layed RCP 24" at Culvert 2 + 32 LF.
B			Prep & Flow fill
C			
D			
E			
F			
G			

Production Report: List Load Counts, Deliveries, Accidents, Owner Verbal Directives, Problems Encountered, Explanation of Down Time, Etc.

- Culvert #2 Double barrel 24" RCP 8 joints, + Backfilled with 3/4" rock half way up pipe & Backfilled with dirt.

- Prep & flow fill

Angel Hernandez - left house early 6 hrs.

Foreman: Robert Hernandez B019 Date: 01.07.21

Project Engineer or Superintendent: Date: 1.11.21

ALEXANDER KREJCI III
PROJECT ENGINEER
TEXAS DIVISION

Office Manager: Date:

Foreman's Daily Time Report

Primoris

Job No.	Day of Week	Date	Week Ending
10783	Wednesday	01.06	01.10.21

Job Name: Williamson CR 101

Weather: Wet

Allocation	A	B	C	D	E	F	G
Phase	0503-2001						
Description							
AWA							

Employee No.	Name	Craft/Class	Equip. #	Total Hrs	Abs Code	No Injury	Equip. Hrs.	A Hrs	B Hrs	C Hrs	D Hrs	E Hrs	F Hrs	G Hrs
231959	Hernandez, Robert	22/004		4	C/N	NO		4						
242009	Hernandez, Angel	8/1306		3	C/N	NO		3						
284890	Jackson, Daneisha	8/1372		3	C/N	NO		3						
285005	Guy, Michael	19/1175		3	C/N	NO		3						
285628	Thigpen, Alleon	20/1172		3		NO		3						
Totals														

	Quantity	Units	Description / Location, Station, Etc.
A			Prep for flow fill
B			
C			
D			
E			
F			
G			

Production Report: List Load Counts, Deliveries, Accidents, Owner Verbal Directives, Problems Encountered, Explanation of Down Time, Etc.

- Prep for flow fill - Culvert 4

Rained out.

Foreman: Robert Hernandez B019 Date: 01.06.2021

Project Engineer or Superintendent: Date: 1-7-21

ALEXANDER KREJCHI
PROJECT ENGINEER
TEXAS DIVISION

Office Manager: Date:

Foreman's Daily Time Report

Primoris

Job No.	Day of Week	Date	Week Ending
10783	Monday	01.04	01.10.2021

Job Name: Williamson CR 101

Weather: Sunny

Allocation / Phase / Description / AWA

	A	B	C	D	E	F
Phase	0503-3000	0503-2001	0503-2001			
Description						
AWA						

Employee No.	Name	Craft/Class	Equip. #	Total Hrs	Abs Code	No Injury	Equip. Hrs.	A Hrs	B Hrs	C Hrs	D Hrs	E Hrs	F Hrs
231959	Hernandez, Robert	22/004	1-503	11	C/N	No	97670	4	2	5			
242009	Hernandez, Angel	8/1306	EB265	10	C/N	No	8367	3	2	5			
284890	Jackson, Daneisha	8/1372	@lw479	10	C/N	No	99329	3	2	5			
286005	Guy, Michael	19/1175		8	C/N	No		3	2	3			
	Alleon Thigpen			10		No		3	2	5			
			3-1994				1038						
Totals													

	Quantity	Units	Description / Location, Station, Etc.
A			Drained Box Culverts
B			Added 2-24"x4' RCP at Culvert 4
C			Prep for Flow Fill
D			
E			
F			
G			

Production Report: List Load Counts, Deliveries, Accidents, Owner Verbal Directives, Problems Encountered, Explanation of Down Time, Etc.

Drained Box Culverts

Added 2-24"x4' RCP at Culvert 4

Prep for Flow Fill

Michael Guy - left work early 8hrs.

Foreman: Robert Hernandez B019	Date: 01.04.2021	Project Engineer or Superintendent:	Date: 1.5.21	Office Manager:	Date:

ALEXANDER KREJCHI
PROJECT ENGINEER
TEXAS DIVISION

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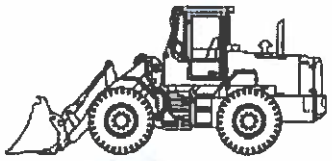
All prices shown in US dollars ($)

Rental Rate Blue Book®

September 24, 2020

Komatsu WA320-6 (disc. 2013)
4-Wd Articulated Wheel Loaders

Size Class:
150 - 174 HP
Weight:
31680 lbs



Configuration for WA320-6 (disc. 2013)

Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $4,295.00	USD $1,205.00	USD $300.00	USD $45.00	USD $28.62	USD $53.02
Adjustments						
Region (Texas: 88.9%)	(USD $476.74)	(USD $133.76)	(USD $33.30)	(USD $4.99)		
Model Year (2013: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,818.25**	**USD $1,071.24**	**USD $266.70**	**USD $40.01**	**USD $28.62**	**USD $50.31**

Non-Active Use Rates

	Hourly
Standby Rate	USD $13.23
Idling Rate	USD $34.52

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	44%	USD $1,889.80/mo
Overhaul (ownership)	39%	USD $1,675.05/mo
CFC (ownership)	7%	USD $300.65/mo
Indirect (ownership)	10%	USD $429.50/mo
Fuel (operating) @ USD 2.40	45%	USD $12.83/hr

Revised Date: 2nd half 2020

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All prices shown in US dollars ($)

Rental Rate Blue Book®

January 12, 2021

Caterpillar 930
4-Wd Articulated Wheel Loaders

Size Class:
100 - 109 HP
Weight:
19768 lbs

Configuration for 930

Operator Protection **EROPS** Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $4,465.00	USD $1,250.00	USD $315.00	USD $47.00	USD $23.36	USD $48.73
Adjustments						
Region (Texas: 93.7%)	(USD $281.30)	(USD $78.75)	(USD $19.84)	(USD $2.96)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $4,183.71**	**USD $1,171.25**	**USD $295.15**	**USD $44.04**	**USD $23.36**	**USD $47.13**

Non-Active Use Rates

	Hourly
Standby Rate	USD $14.50
Idling Rate	USD $31.90

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	47%	USD $2,098.55/mo
Overhaul (ownership)	39%	USD $1,741.35/mo
CFC (ownership)	4%	USD $178.60/mo
Indirect (ownership)	10%	USD $446.50/mo
Fuel (operating) @ USD 2.53	35%	USD $8.13/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for ALLISON CANGELOSI (acangelosi@jcgllc.com)

www.equipmentwatch.com

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EquipmentWatch™

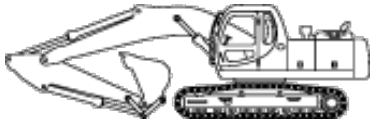
www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

April 14, 2020

Caterpillar 336F L XE
Crawler Mounted Hydraulic Excavators



Size Class:
33.1 - 40.0 MTons
Weight:
N/A

Configuration for 336F L XE

Bucket Capacity - Heaped	**3 cu yd**	Net Horsepower	**314 hp**
Operating Weight	**85100 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $15,980.00	USD $4,475.00	USD $1,120.00	USD $170.00	USD $85.12	USD $175.92
Adjustments						
Region (Texas: 90.6%)	(USD $1,502.12)	(USD $420.65)	(USD $105.28)	(USD $15.98)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $14,477.88**	**USD $4,054.35**	**USD $1,014.72**	**USD $154.02**	**USD $85.12**	**USD $167.38**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $43.60
Idling Rate	USD $122.62

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	USD $5,912.60/mo
Overhaul (ownership)	46%	USD $7,350.80/mo
CFC (ownership)	10%	USD $1,598.00/mo
Indirect (ownership)	6%	USD $958.80/mo
Fuel (operating) @ USD 3.07	47%	USD $40.36/hr

Revised Date: 1st half 2020

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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www.equipmentwatch.com

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Martin Marietta
P.O. Box 30013
Raleigh, NC 27622-0013
Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL
972-647-6700

Order Number 55182

SOLD TO:

JAMES CONSTRUCTION GROUP LLC
TEXAS HEAVY CIVIL DIVISION ATTN AP
1760 S STEMONS FWY STE 300
LEWISVILLE TX 75067

SHIP TO:

CR 101 & CR 369, TAYLOR (ALEX)

PAYMENT TERMS: **NET 30 DAYS- A/R**

Ship Date	Project 95778	Customer PO	Cust. No.	Invoice Date	Invoice No.
01/13/2021	WILLIAMSON COUNTY CR 101	10783-13	877243	01/14/2021	30933866

Business Unit	Ticket Number	Description	Quantity	UM	Unit Price	Amount
54664	635-6519118	FF1000HF-TxDOT FLOWABLE F	10.00	CY	90.00	900.00
		SERVICE CHARGE	1.00	EA	10.00	10.00
	635-6519274	FF1000HF-TxDOT FLOWABLE F	10.00	CY	90.00	900.00
		SERVICE CHARGE	1.00	EA	10.00	10.00
	635-6519418	FF1000HF-TxDOT FLOWABLE F	10.00	CY	90.00	900.00
		SERVICE CHARGE	1.00	EA	10.00	10.00
	635-6519605	FF1000HF-TxDOT FLOWABLE F	10.00	CY	90.00	900.00
		SERVICE CHARGE	1.00	EA	10.00	10.00
	635-6519794	FF1000HF-TxDOT FLOWABLE F	10.00	CY	90.00	900.00
		SERVICE CHARGE	1.00	EA	10.00	10.00
	635-6519878	FF1000HF-TxDOT FLOWABLE F	10.00	CY	90.00	900.00
		SERVICE CHARGE	1.00	EA	10.00	10.00
	635-6519986	FF1000HF-TxDOT FLOWABLE F	10.00	CY	90.00	900.00
		SERVICE CHARGE	1.00	EA	10.00	10.00
	635-6520256	FF1000HF-TxDOT FLOWABLE F	10.00	CY	90.00	900.00
		SERVICE CHARGE	1.00	EA	10.00	10.00

TW

INVOICE TOTAL **CONTINUED**

DETACH and Include this Return Portion with Payment

Martin Marietta

REMIT TO:

MARTIN MARIETTA MATERIALS
P O Box 677061
Dallas TX 75267-7061

CUSTOMER: 877243 JAMES CONSTRUCTION G

INVOICE NUMBER: 30933866

PAYMENT DUE $8,920.00

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

Martin Marietta

P.O. Box 30013
Raleigh, NC 27622-0013
Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL
972-647-6700

SOLD TO:

JAMES CONSTRUCTION GROUP LLC
TEXAS HEAVY CIVIL DIVISION ATTN AP
1760 S STEMONS FWY STE 300
LEWISVILLE TX 75067

SHIP TO:

CR 101 & CR 369, TAYLOR (ALEX)

Ship Date	Project 95778	Customer PO	Cust. No.	Invoice Date	Invoice No.
01/13/2021	WILLIAMSON COUNTY CR 101	10783-13	877243	01/14/2021	30933866

Business Unit	Ticket Number	Description	Quantity	UM	Unit Price	Amount
	635-6520458	FF1000HF-TxDOT FLOWABLE F	10.00	CY	90.00	900.00
		SERVICE CHARGE	1.00	EA	10.00	10.00
54672	611-6520493	FF1000HF-TxDOT FLOWABLE F	8.00	CY	90.00	720.00
		SERVICE CHARGE	1.00	EA	10.00	10.00
		Total Tax				0.00
		TOTAL	**98.00**			**$8,920.00**

CUSTOMER'S COPY

TICKET NO. 65520256

Martin Marietta

1503 LBJ Freeway
Suite 400
Dallas, Tx 75234

LOAD TIME	TO JOB	ARRIVE JOB SITE	BEGIN POUR	FINISH POUR	LEAVE JOB SITE	ARRIVE PLANT
1:07 PM	1:17	1:40	1:45	2:05	:	:

WATER ADDED ON JOB AT CUSTOMER'S REQUEST 0 GAL.
ALLOWABLE WATER (withheld from batch) 31 GAL.
TEST CYLINDER TAKEN ☐ YES ☒ NO BY _____
CYLINDER TAKEN ☐ BEFORE ☐ AFTER WATER

ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH. ANY WATER ADDED IN EXCESS OF SPECIFIED SLUMP IS AT CUSTOMER'S RISK.

CUSTOMER SIGNATURE
X NA Corona

DELIVERY OF THESE MATERIALS IS SUBJECT TO THE TERMS AN CONDITIONS ON THE REVERSE SIDE HEREOF AS ACCEPTED B SIGNATURE ABOVE .

Previous Loaded Truck:5852

CUSTOMER NAME AND DELIVERY ADDRESS
JAMES CONSTRUCTION G
CR 101 & CR 369, TAYLOR (ALEX)

PLANT	TRUCK	ORDER NO.	SLUMP	P.O. #/JOB/LOT	GRID
635	1428	5182	8.00 in	10783-13	

DRIVER NAME: KEVIN HALBERT
DATE: 01/13/2021

CUSTOMER NUMBER	PROJECT	CUM. QTY	ORDERED QTY
877243	95778	80.00	80.00

LOAD QUANTITY	PRODUCT CODE	DESCRIPTION	UNIT PRICE	AMOUNT
10.00 yd	FF1000HF	TXDOT FLOWABLE F		
1.00 ea	13010	SERVICE CHARGE		

Culvert
4 FF

SPECIAL DELIVERY INSTRUCTIONS
E ON 79, N ON CR 101 & CR 369

SALES TAX

TOTAL

DANGER! MAY CAUSE ALKALI BURNS.
SEE WARNINGS ON REVERSE SIDE.

FOR OFFICE USE ONLY **FORM:**

Truck	Driver	User	Disp Ticket Num	Ticket ID	Time	Date
1428	725842	user	6520256	635059636	13:04	1/13/21

Load Size	Mix Code	Returned	Qty	Mix Age	Seq	Load ID
10.00 CYDS	FF1000HF				D	71862

Material	Design Qty	Required	Batched	% Var	% Moisture	Actual Wat	Trim
CMT-I/II	117 lb	1170 lb	1175 lb	0.43%			
FLYASH-F	118 lb	1180 lb	1175 lb	-0.42%			
SAND-1	2486 lb	26160 lb	26160 lb	-0.03%	5.00% M	157 gl	
H20	350 lb	1942 lb	1932 lb	-0.50%		232 gl	-3 gl
DARA1000	5.00 oz	50.00 oz	50.00 oz	0.00%			100.00 %
ZYLA610	5 oz	35 oz	35 oz	-0.28%			75 %

Actual Num Batches: 1
Load Total: 30447 lb Design 1.489 Water/Cement 1.378 A Actual 389.0 gl To Add: 31.5 gl
Slump: 8.00 in Water in Truck: 0.0 gl Adjust Water: 0.0 gl / Load Trim Water: -3.0 gl/ CYD
Actual W/C Ratio: 1.378 Actual Water: 389 gl Batched Cement: 2350 lb Allowable Water: 262 lb

CUSTOMER'S COPY

TICKET NO. 6519274

Martin Marietta

1503 LBJ Freeway
Suite 400
Dallas, Tx 75234

LOAD TIME	TO JOB	ARRIVE JOB SITE	BEGIN POUR	FINISH POUR	LEAVE JOB SITE	ARRIVE PLANT
9:40 AM	9:53	10:24	10:25	10:58	:	:

WATER ADDED ON JOB AT CUSTOMER'S REQUEST 0 GAL.
ALLOWABLE WATER (withheld from batch) 21 GAL.
TEST CYLINDER TAKEN ☐ YES ☐ NO BY
CYLINDER TAKEN ☐ BEFORE ☐ AFTER WATER

ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH. ANY WATER ADDED IN EXCESS OF SPECIFIED SLUMP IS AT CUSTOMER'S RISK.

CUSTOMER/SIGNATURE
X Alex

DELIVERY OF THESE MATERIALS IS SUBJECT TO THE TERMS AN CONDITIONS ON THE REVERSE SIDE HEREOF AS ACCEPTED B SIGNATURE ABOVE .

Previous Loaded Truck:8855

CUSTOMER NAME AND DELIVERY ADDRESS
JAMES CONSTRUCTION G
CR 101 & CR 369, TAYLOR (ALEX)

PLANT	TRUCK	ORDER NO.	SLUMP	P.O. #/JOB/LOT	GRID
635	8074	5182	8.00 in	10783-13	

DRIVER NAME: JAMES E. GRUBBS
DATE: 01/13/2021

CUSTOMER NUMBER	PROJECT	CUM. QTY	ORDERED QTY
877243	95778	20.00	55.00

LOAD QUANTITY	PRODUCT CODE	DESCRIPTION	UNIT PRICE	AMOUNT
10.00 yd	FF1000HF	TXDOT FLOWABLE F		
1.00 ea	13010	SERVICE CHARGE		

Culvert
4 FF

SPECIAL DELIVERY INSTRUCTIONS
E ON 79, N ON CR 101 & CR 369

SALES TAX

TOTAL

DANGER! MAY CAUSE ALKALI BURNS.
SEE WARNINGS ON REVERSE SIDE.

FOR OFFICE USE ONLY **FORM:**

Truck	Driver	User	Disp Ticket Num	Ticket ID	Time	Date
8074	725818	user	6519274	635059619	9:39	1/13/21

Load Size	Mix Code	Returned	Qty	Mix Age	Seq	Load ID
10.00 CYDS	FF1000HF				D	71845

Material	Design Qty	Required	Batched	% Var	% Moisture	Actual Wat	Trim
CMT-I/II	117 lb	1170 lb	1165 lb	-0.43%			
FLYASH-F	118 lb	1180 lb	1180 lb	0.00%			
SAND-1	2486 lb	26168 lb	26160 lb	-0.03%	5.00% M	157 gl	
H20	350 lb	2025 lb	2016 lb	-0.44%		242 gl	-2 gl
DARA1000	5.00 oz	50.00 oz	50.00 oz	0.00%			100.00 %
ZYLA610	5 oz	35 oz	35 oz	-0.28%			75 %

Actual Num Batches: 1
Load Total: 30526 lb Design 1.489 Water/Cement 1.417 A Actual 399.0 gl To Add: 21.4 gl
Slump: 8.00 in Water in Truck: 0.0 gl Adjust Water: 0.0 gl / Load Trim Water: -2.0 gl/ CYD
Actual W/C Ratio: 1.417 Actual Water: 399 gl Batched Cement: 2345 lb Allowable Water: 170 lb

CUSTOMER'S COPY

TICKET NO. 6519605

Martin Marietta

1503 LBJ Freeway
Suite 400
Dallas, Tx 75234

LOAD TIME	TO JOB	ARRIVE JOB SITE	BEGIN POUR	FINISH POUR	LEAVE JOB SITE	ARRIVE PLANT
10:45 AM	10:54	11:16	11:30	11:52	:	:

WATER ADDED ON JOB AT CUSTOMER'S REQUEST 0 GAL.
ALLOWABLE WATER (withheld from batch) 31 GAL.
TEST CYLINDER TAKEN ☐ YES ☐ NO BY
CYLINDER TAKEN ☐ BEFORE ☐ AFTER WATER

ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH. ANY WATER ADDED IN EXCESS OF SPECIFIED SLUMP IS AT CUSTOMER'S RISK.

CUSTOMER SIGNATURE
X

DELIVERY OF THESE MATERIALS IS SUBJECT TO THE TERMS AN CONDITIONS ON THE REVERSE SIDE HEREOF AS ACCEPTED B SIGNATURE ABOVE .

Previous Loaded Truck:8828

CUSTOMER NAME AND DELIVERY ADDRESS
JAMES CONSTRUCTION G
CR 101 & CR 369, TAYLOR (ALEX)

PLANT	TRUCK	ORDER NO.	SLUMP	P.O. #/JOB/LOT	GRID
635	8857	5182	8.00 in	10783-13	

DRIVER NAME: BILLY LeCOMPTE
DATE: 01/13/2021

CUSTOMER NUMBER	PROJECT	CUM. QTY	ORDERED QTY
877243	95778	40.00	70.00

LOAD QUANTITY	PRODUCT CODE	DESCRIPTION	UNIT PRICE	AMOUNT
10.00 yd	FF1000HF	TXDOT FLOWABLE F		
1.00 ea	13010	SERVICE CHARGE		

CULVERT 4 FT

SPECIAL DELIVERY INSTRUCTIONS
E ON 79, N ON CR 101 & CR 369

SALES TAX
TOTAL

DANGER! MAY CAUSE ALKALI BURNS.
SEE WARNINGS ON REVERSE SIDE.

FOR OFFICE USE ONLY **FORM:**

Truck	Driver	User	Disp Ticket Num	Ticket ID	Time	Date
8857	891854	user	6519605	635059625	10:44	1/13/21

Load Size	Mix Code	Returned	Qty	Mix Age	Seq	Load ID
10.00 CYDS	FF1000HF				D	71851

Material	Design Qty	Required	Batched	% Var	% Moisture	Actual Wat	Trim
CMT-I/II	117 lb	1170 lb	1170 lb	0.00%			
FLYASH-F	118 lb	1180 lb	1175 lb	* -0.42%			
SAND-1	2486 lb	26168 lb	26140 lb	-0.11%	5.00% M	157 gl	
H20	350 lb	1858 lb	1852 lb	-0.34%		222 gl	-3 gl
DARA1000	5.00 oz	50.00 oz	50.00 oz	0.00%			100.00 %
ZYLA610	5 oz	35 oz	34 oz	(-3.13%			75 %

Actual Num Batches: 1
Load Total: 30342 lb Design 1.489 Water/Cement 1.382 A Actual 379.2 gl To Add: 31.2 gl
Slump: 8.00 in Water in Truck: 10.0 gl Adjust Water: 0.0 gl / Load Trim Water: -3.0 gl/ CYD
Actual W/C Ratio: 1.382 Actual Water: 389 gl Batched Cement: 2345 lb Allowable Water: 252 lb

CUSTOMER'S COPY

TICKET NO. 6519794

Martin Marietta

1503 LBJ Freeway
Suite 400
Dallas, Tx 75234

LOAD TIME	TO JOB	ARRIVE JOB SITE	BEGIN POUR	FINISH POUR	LEAVE JOB SITE	ARRIVE PLANT
11:22 AM	11:28	12:04	12:09	:	:	:

WATER ADDED ON JOB AT CUSTOMER'S REQUEST 0 GAL.
ALLOWABLE WATER (withheld from batch) 29 GAL.
TEST CYLINDER TAKEN ☐ YES ☐ NO BY _____
CYLINDER TAKEN ☐ BEFORE ☐ AFTER WATER

ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH. ANY WATER ADDED IN EXCESS OF SPECIFIED SLUMP IS AT CUSTOMER'S RISK.

CUSTOMER SIGNATURE
X Robert Hernandez

DELIVERY OF THESE MATERIALS IS SUBJECT TO THE TERMS AN CONDITIONS ON THE REVERSE SIDE HEREOF AS ACCEPTED B SIGNATURE ABOVE .

Previous Loaded Truck:8857

CUSTOMER NAME AND DELIVERY ADDRESS
JAMES CONSTRUCTION G
CR 101 & CR 369, TAYLOR (ALEX)

PLANT	TRUCK	ORDER NO.	SLUMP	P.O. #/JOB/LOT	GRID
635	8090	5182	8.00 in	10783-13	

DRIVER NAME: DIEGO SARMIENTO
DATE: 01/13/2021

CUSTOMER NUMBER	PROJECT	CUM. QTY	ORDERED QTY
877243	95778	50.00	70.00

LOAD QUANTITY	PRODUCT CODE	DESCRIPTION	UNIT PRICE	AMOUNT
10.00 yd	FF1000HF	TXDOT FLOWABLE F		
1.00 ea	13010	SERVICE CHARGE		

SPECIAL DELIVERY INSTRUCTIONS
E ON 79, N ON CR 101 & CR 369

SALES TAX

TOTAL

DANGER! MAY CAUSE ALKALI BURNS.
SEE WARNINGS ON REVERSE SIDE.

FOR OFFICE USE ONLY **FORM:**

Truck	Driver	User	Disp Ticket Num	Ticket ID	Time	Date
8090	764928	user	6519794	635059629	11:20	1/13/21

Load Size	Mix Code	Returned	Qty	Mix Age	Seq	Load ID
10.00 CYDS	FF1000HF				D	71855

Material	Design Qty	Required	Batched	% Var	% Moisture	Actual Wat	Trim
CMT-I/II	117 lb	1170 lb	1175 lb	0.43%			
FLYASH-F	118 lb	1180 lb	1175 lb	-0.42%			
SAND-1	2486 lb	26160 lb	26120 lb	-0.19%	5.00% M	157 gl	
H20	350 lb	1858 lb	1872 lb	0.73%		225 gl	-3 gl
DARA1000	5.00 oz	50.00 oz	50.00 oz	0.00%			100.00 %
ZYLA610	5 oz	35 oz	35 oz	-0.28%			75 %

Actual Num Batches: 1
Load Total: 30347 lb Design 1.489 Water/Cement 1.387 A Actual 381.5 gl To Add: 28.9 gl
Slump: 8.00 in Water in Truck: 10.0 gl Adjust Water: 0.0 gl / Load Trim Water: -3.0 gl/ CYD
Actual W/C Ratio: 1.387 Actual Water: 391 gl Batched Cement: 2350 lb Allowable Water: 241 lb

CUSTOMER'S COPY

TICKET NO.

Martin Marietta

1503 LBJ Freeway
Suite 400
Dallas, Tx 75234

6520493

LOAD TIME	TO JOB	ARRIVE JOB SITE	BEGIN POUR	FINISH POUR	LEAVE JOB SITE	ARRIVE PLANT
2:25 PM	2:33	3:05	3:10	:	:	:

WATER ADDED ON JOB AT CUSTOMER'S REQUEST _____ GAL.
ALLOWABLE WATER (withheld from batch) _____ GAL.
TEST CYLINDER TAKEN ☐ YES ☐ NO BY _____
CYLINDER TAKEN ☐ BEFORE ☐ AFTER WATER

ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH. ANY WATER ADDED IN EXCESS OF SPECIFIED SLUMP IS AT CUSTOMER'S RISK.

CUSTOMER SIGNATURE
X

DELIVERY OF THESE MATERIALS IS SUBJECT TO THE TERMS AN CONDITIONS ON THE REVERSE SIDE HEREOF AS ACCEPTED B SIGNATURE ABOVE.

PREVIOUS TRUCK: 8828

CUSTOMER NAME AND DELIVERY ADDRESS

JAMES CONSTRUCTIO
CR 101 & CR 369, TAYLOR (ALEX)

PLANT	TRUCK	ORDER NO.	SLUMP	P.O. #/JOB/LOT	GRID
612	4879	5182	8.00 in	10783-13	

DRIVER NAME	DATE
DAMON WRIGHT	01/13/2021

CUSTOMER NUMBER	PROJECT	CUM. QTY	ORDERED QTY
877243	95778	98.00	98.00

LOAD QUANTITY	PRODUCT CODE	DESCRIPTION	UNIT PRICE	AMOUNT
8.00	CYD FF1000HF	TXDOT FLOWABLE F		
1.00	ea 13010	SERVICE CHARGE		

SPECIAL DELIVERY INSTRUCTIONS

E ON 79, N ON CR 101 & CR 369

SALES TAX

TOTAL

DANGER! MAY CAUSE ALKALI BURNS.
SEE WARNINGS ON REVERSE SIDE.

FOR OFFICE USE ONLY **FORM:**

Truck	Driver	User	Disp Ticket Num	Ticket ID	Time	Date
4879	863474	user1	6520493	612095934	14:19	1/13/21

Load Size	Mix Code	Returned	Qty	Mix Age	Seq	Load ID
8.00 CYDS	FF1000HF				D1	243917

Material	Design Qty	Required	Batched	% Var	% Moisture	Actual Wat	Trim
CMT-I/II	117.00 lb	936.00 lb	940.00 lb	0.43%			
FLYASH-F	118.00 lb	944.00 lb	960.00 lb	1.69%			
SAND-1	2481.00 lb	20890.02 lb	20820.00 lb	-0.34%	5.25%	124.45 gl	
H20	350 lb	1558 lb	1558 lb	0.00%		187 gl	-3 gl
AEA	5.00 oz	28.00 oz	28.00 oz	0.00%			70.00 %
ZYLA610	4.68 oz	18.72 oz	18.00 oz	-3.85%			50.00 %

Actual Num Batches: 1 Manual 14:19:39
Load Total: 24281 lb Design 1.489 Water/Cement 1.366 A Design 336.1 gl Actual 311.7 gl To Add: 24.7 gl
Slump: 8.00 in Water in Truck: 0.0 gl Adjust Water: 0.0 gl / Load Trim Water: -3.0 gl/ CYD

CUSTOMER'S COPY

TICKET NO. 6520458

Martin Marietta

1503 LBJ Freeway
Suite 400
Dallas, Tx 75234

LOAD TIME	TO JOB	ARRIVE JOB SITE	BEGIN POUR	FINISH POUR	LEAVE JOB SITE	ARRIVE PLANT
2:26 PM	2:35	3:05	3:30	:	:	:

WATER ADDED ON JOB AT CUSTOMER'S REQUEST 0 GAL.
ALLOWABLE WATER (withheld from batch) 19 GAL.
TEST CYLINDER TAKEN ☐ YES ☐ NO BY
CYLINDER TAKEN ☐ BEFORE ☐ AFTER WATER

ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH. ANY WATER ADDED IN EXCESS OF SPECIFIED SLUMP IS AT CUSTOMER'S RISK.

CUSTOMER SIGNATURE
X Roberto Hernandez

DELIVERY OF THESE MATERIALS IS SUBJECT TO THE TERMS AN CONDITIONS ON THE REVERSE SIDE HEREOF AS ACCEPTED B SIGNATURE ABOVE .

Previous Loaded Truck:1428

CUSTOMER NAME AND DELIVERY ADDRESS
JAMES CONSTRUCTION G
CR 101 & CR 369, TAYLOR (ALEX)

PLANT	TRUCK	ORDER NO.	SLUMP	P.O. #/JOB/LOT	GRID
635	8828	5182	8.00 in	10783-13	

DRIVER NAME: ALFREDO ESCALANTE
DATE: 01/13/2021

CUSTOMER NUMBER	PROJECT	CUM. QTY	ORDERED QTY
877243	95778	90.00	90.00

LOAD QUANTITY	PRODUCT CODE	DESCRIPTION	UNIT PRICE	AMOUNT
10.00 yd	FF1000HF	TXDOT FLOWABLE F		
1.00 ea	13010	SERVICE CHARGE		

SPECIAL DELIVERY INSTRUCTIONS
E ON 79, N ON CR 101 & CR 369

SALES TAX
TOTAL

DANGER! MAY CAUSE ALKALI BURNS.
SEE WARNINGS ON REVERSE SIDE.

FOR OFFICE USE ONLY **FORM:**

Truck	Driver	User	Disp Ticket Num	Ticket ID	Time	Date
8828	725823	user	6520458	635059641	14:25	1/13/21

Load Size	Mix Code	Returned Qty	Mix Age	Seq	Load ID
10.00 CYDS	FF1000HF			D	71867

Material	Design Qty	Required	Batched	% Var	% Moisture	Actual Wat	Trim
CMT-I/II	117 lb	1170 lb	1160 lb	-0.85%			
FLYASH-F	118 lb	1180 lb	1185 lb	0.42%			
SAND-1	2486 lb	26160 lb	26120 lb	-0.19%	5.00% M	157 gl	
H20	350 lb	1942 lb	2038 lb	) 4.96%		245 gl	-3 gl
DARA1000	5.00 oz	50.00 oz	50.00 oz	0.00%			100.00 %
ZYLA610	5 oz	35 oz	35 oz	-0.28%			75 %

Actual Num Batches: 1
Load Total: 30500 lb Design 1.489 Water/Cement 1.425 A Actual 401.4 gl To Add: 19.0 gl
Slump: 8.00 in Water in Truck: 0.0 gl Adjust Water: 0.0 gl / Load Trim Water: -3.0 gl/ CYD
Actual W/C Ratio: 1.425 Actual Water: 401 gl Batched Cement: 2345 lb Allowable Water: 150 lb

Change Order Proposal

Date: #########

Proposal# CO10783-01

Primoris Services Corporation
James Construction Group

Bill To:
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
CR 101
Project No.: 2138
Control No.: 2138

Qty	UM	Description	Unit Price	Total
429.00	LF	3x5 Rock Underdrain Sta 110+20	$38.91	**$16,692.73**
			Total	**$16,692.73**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	1/21/2021	**Project:**	CR101			**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	2138			**Highway:**	CR101
Description:	3x5 French Drain 110+20 West of Proposed Roadway	**Original Contract:**		**Net CO:**	$ -	**Revised Contract:**	
Estimated Qty:	429.00 LF	**Narrative:**	HNTB has requested that JCG install a french drain over the underdrain shown in the plans from station 110+20 to 113+78 26' LT of center to mitigate the water underneath the roadway in this area.				
Estimated Change in Contract Sum:	$ 16,692.73						
Estimated Change In Contract Time:							

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
Forman	24.00	6.00	HR	$ 23.00	$ 34.50	$ 759.00
Excavator Operator	24.00	6.00	HR	$ 18.00	$ 27.00	$ 594.00
Loader Operator	24.00	6.00	HR	$ 17.00	$ 25.50	$ 561.00
Laborer x2	48.00	12.00	HR	$ 14.00	$ 21.00	$ 924.00
					Subtotal	$ 2,838.00
					15% Markup	$ 425.70
					55% Burdens	$ 1,560.90
					Total Labor	**$ 4,824.60**

Equipment	**QTY**	**UM**	**Rate**	**Extended**
CAT 938 Loader	30.00	Hrs	$ 65.98	$ 1,979.40
CAT 336 Excavator	30.00	Hrs	$ 167.38	$ 5,021.40
			Subtotal	$ 7,000.80
			15% Markup	$ 1,050.12
			Total Equipment	**$ 8,050.92**

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
				$ -
			Subtotal	$ -
			15% Markup	$ -
			Total Subcontract	**$ -**

Material	**QTY**	**UM**	**Price**	**Extended**
3x5 Rock	130.00	Tons	$ 17.12	$ 2,225.60
Mirifi 140N Filter Fabric	2.00	Rolls	$ 475.00	$ 950.00
			Subtotal	$ 3,175.60
			15% Markup	$ 476.34
			Total Material	**$ 3,651.94**

Additional Work Items	**QTY**	**Units**	**Price**	**Extended**
		DOL	$ -	$ -
			Total	**$ -**

TOTAL OF WORK PERFORMED	**$ 16,527.46**
BOND FEE (ADD 1%)	**$ 165.27**
TOTAL COST	**$ 16,692.73**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 38.91**

Primoris Services Corporation
James Construction Group

5880 West US Highway 190
Belton, TX 76513
Phone: 254-938-7017 Fax: 254-938-7243

Date: 12/16/2020

Request for Information # 015

Project CR101 WILLIAMSON COUNTY
JCG Job# 10783-
Contract# 2181

To:	***From:***
Eddie Church P.E.	Alexander Krejchi
HNTB Corporation	Primoris Service Corporation (James Heavy Civil)
101 E. Old Settlers Blvd #100	
Round Rock TX 78664	,
Phone: 512-527-6723	***Phone:*** 254-718-4392
Fax:	***Fax:***
Email: *erchruch@hntb.com*	***Email:*** akrejchi@prim.com

Subject:	***Status:***	***Response Required By:***
Water Under Roadway 110+48 Post Underdrain Install	Open	

Submittal #:	***Drawing #:***	***Addendum:***	***Spec Section:***	***Schedule #:***

RFI Detail:

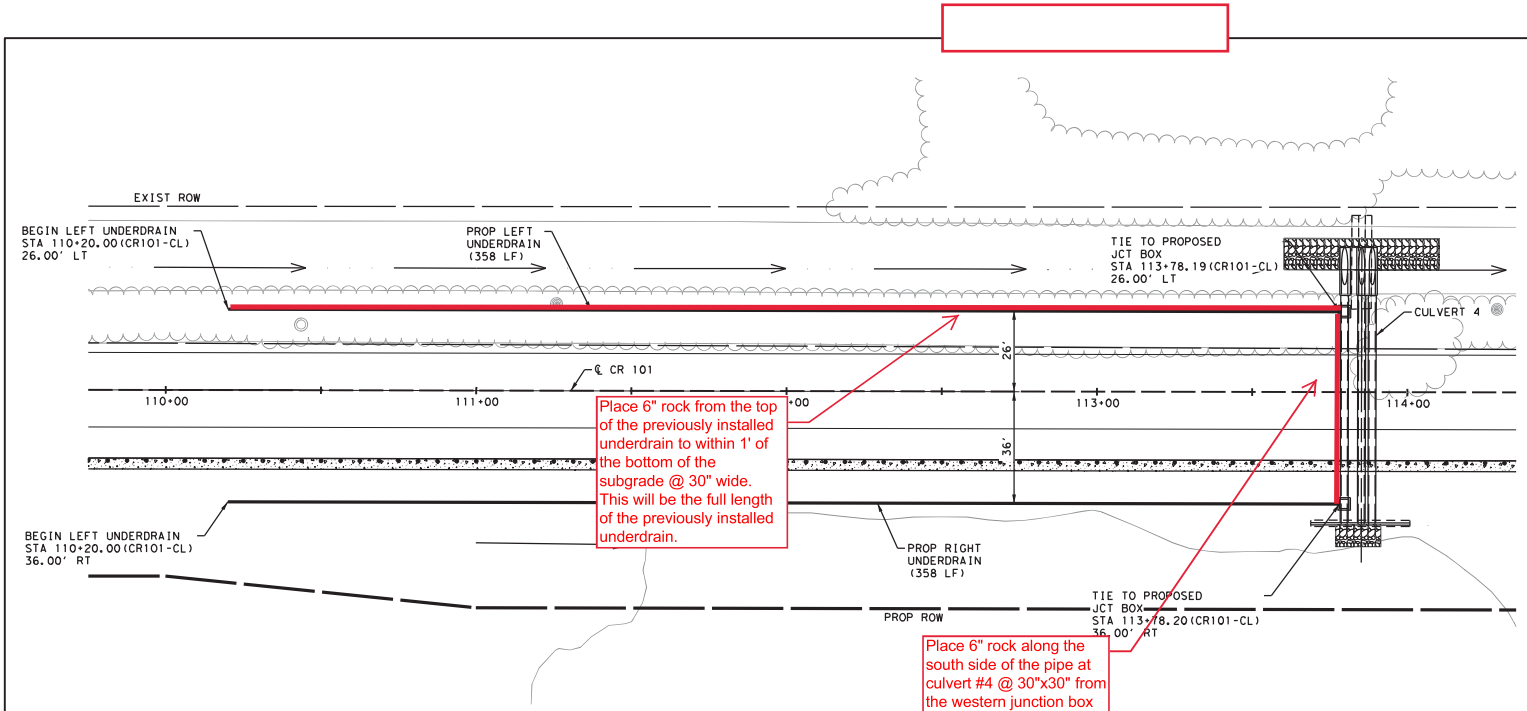
Installation of the west underdrain at station 110+00 and the added underdrain at the well has been installed as called out in the plans. However, the underdrain has not mitigated the water running under the road in the location as hoped in RFI 007. JCG has uncovered a 50’ x 10’ area of wet subgrade about 6in below the surface on the west side of the roadway, JCG replaced the wet subgrade with dry material but the area has become saturated again. Please advise.

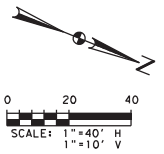
Suggestion:

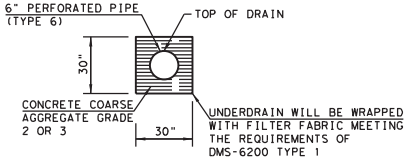
Response:

Due to the water still saturating the material in this area, it is suggested to remove the saturated material down to the top of the installed underdrain. Place 6" rock on top of the installed underdrain, up to approximately 1 foot below the bottom of the subgrade. Place 6” rock along the southside of the pipe at culvert #4 from the western junction box to the back of the wingwall for culvert #4. This 6” rock will be at the same elevation as the culvert #4 pipe. All added 6” rock will need to be completely wrapped with filter fabric. See attached plan sheet for location and dimensions.

Signature: K. McCoy (HNTB) Date: 1/20/2021

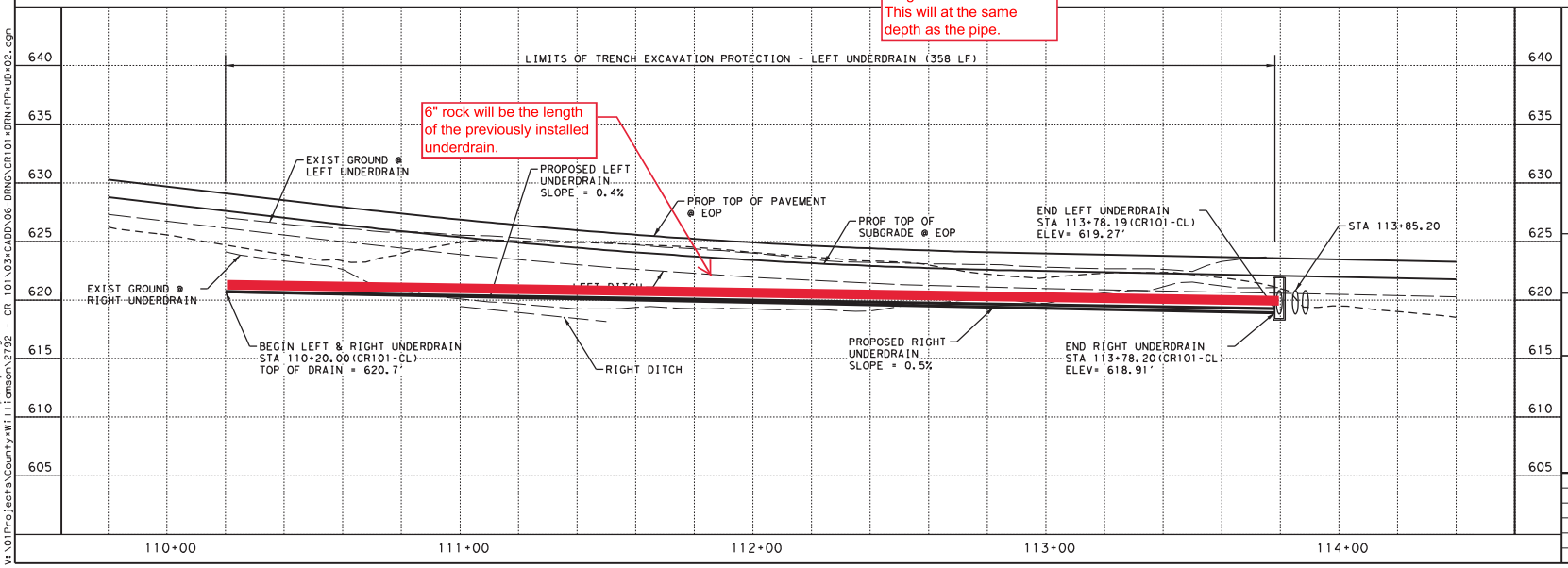






UNDERDRAIN DETAIL

NTS



STATE OF TEXAS
ERIN N. GONZALES
102407
LICENSED
PROFESSIONAL ENGINEER

Erin N. Gonzales

7/12/2019

WILLIAMSON COUNTY

Taylor Texas

BGE, Inc.
101 Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

CR 101

UNDERDRAIN PLAN & PROFILE STA 110+00 TO STA 114+00

SHEET 1 OF 1

FED.RD. DIV.NO.	PROJECT NO.		SHEET NO.
6			132
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
			CR 101

Redlines 1/20/2021

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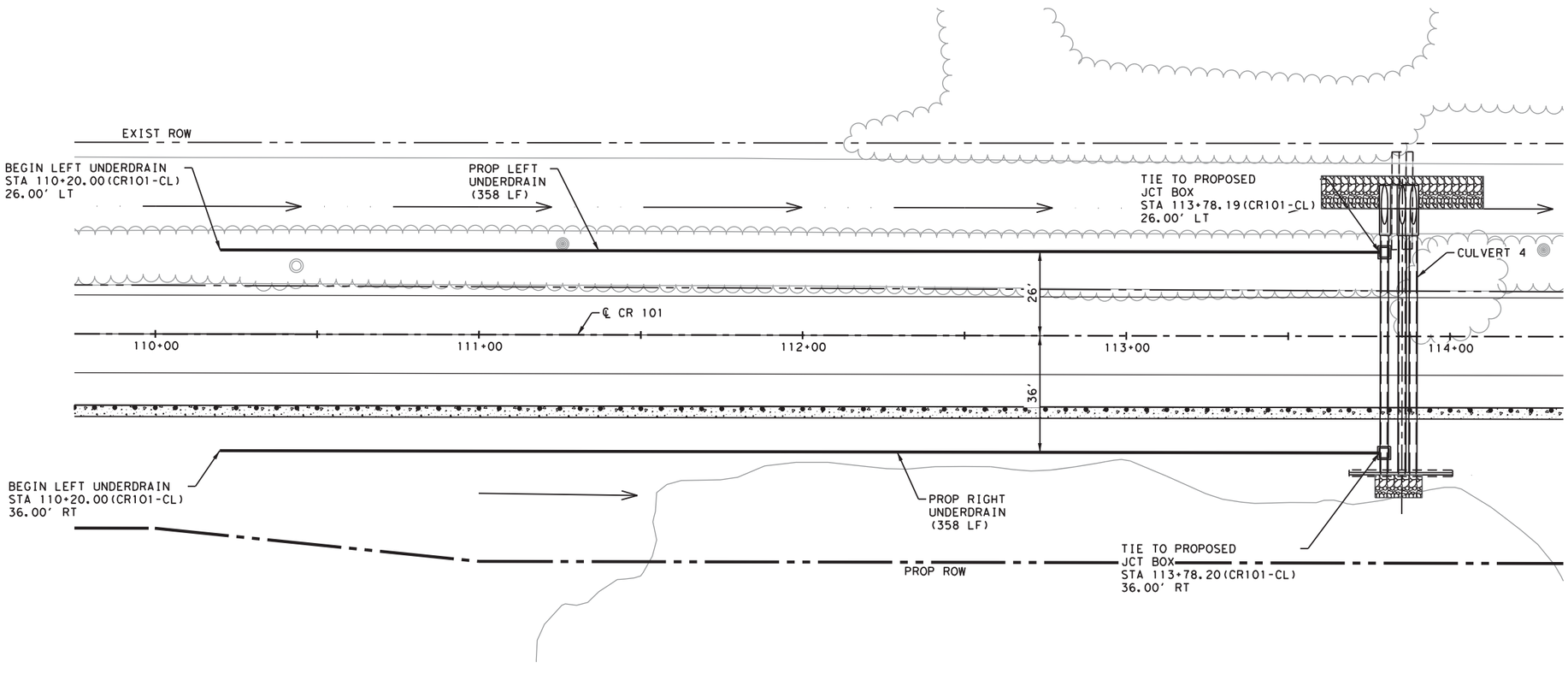
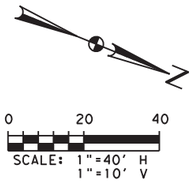
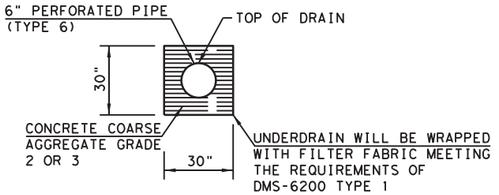
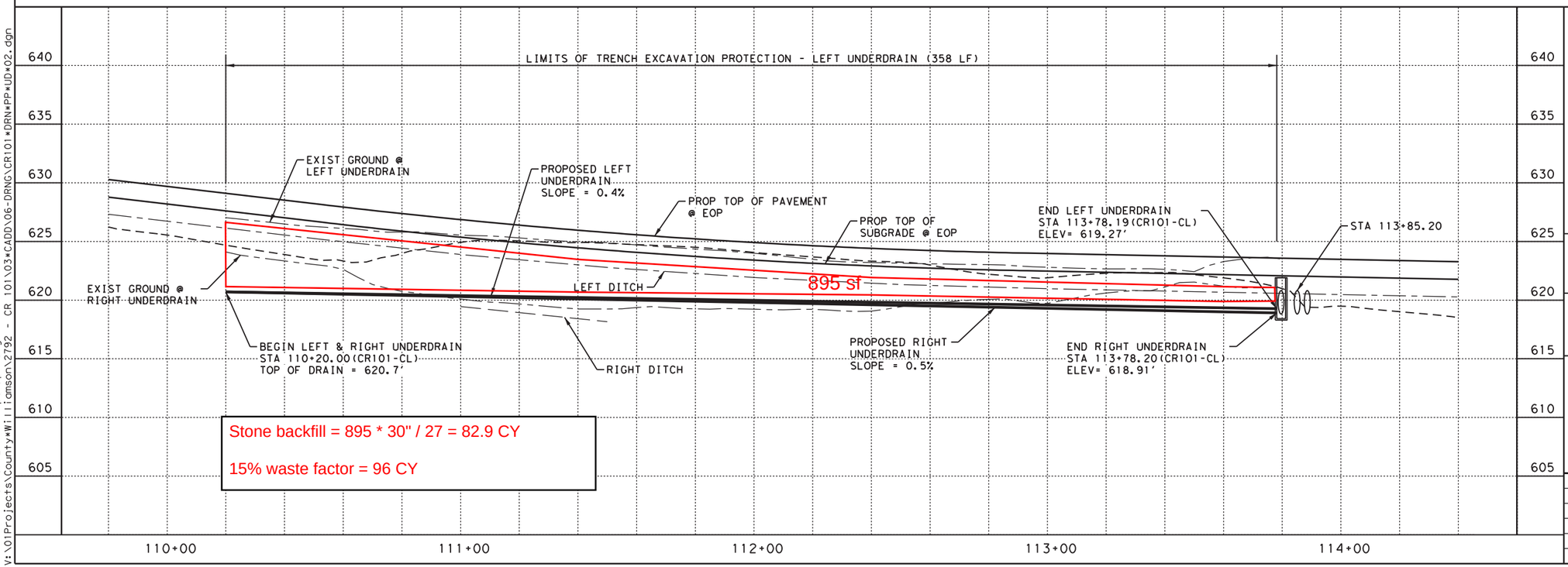




See Previous page for added under drain at station 110+50



UNDERDRAIN DETAIL
NTS



Stone backfill = 895 * 30" / 27 = 82.9 CY

15% waste factor = 96 CY

STATE OF TEXAS
ERIN N. GONZALES
102407
LICENSED
PROFESSIONAL ENGINEER

7/12/2019

BGE, Inc.
101 Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

CR 101

UNDERDRAIN PLAN & PROFILE
STA 110+00 TO STA 114+00

SHEET 1 OF 1

FED.RD. DIV.NO.	PROJECT NO.		SHEET NO.
6			132
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
			CR 101

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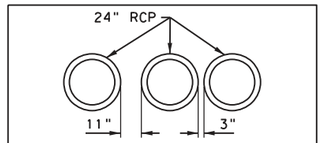
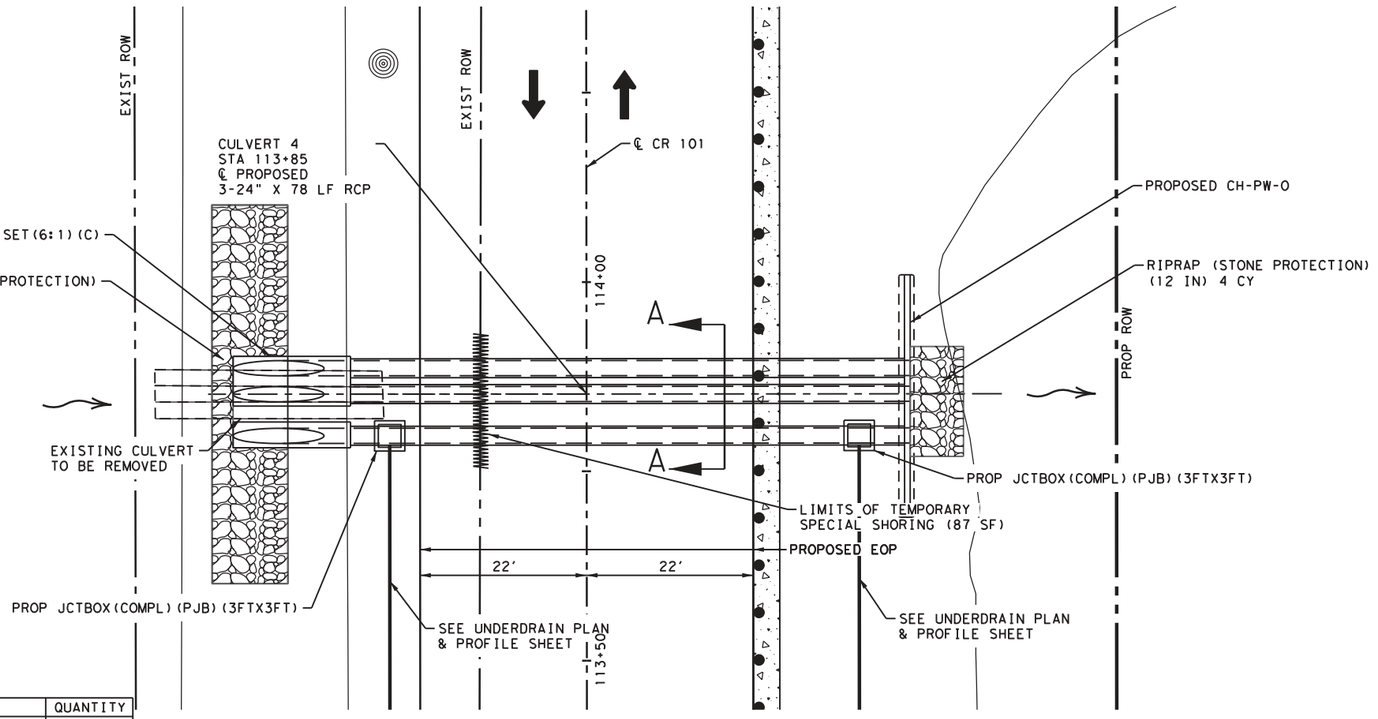


SECTION A-A
N.T.S.



LEGEND:

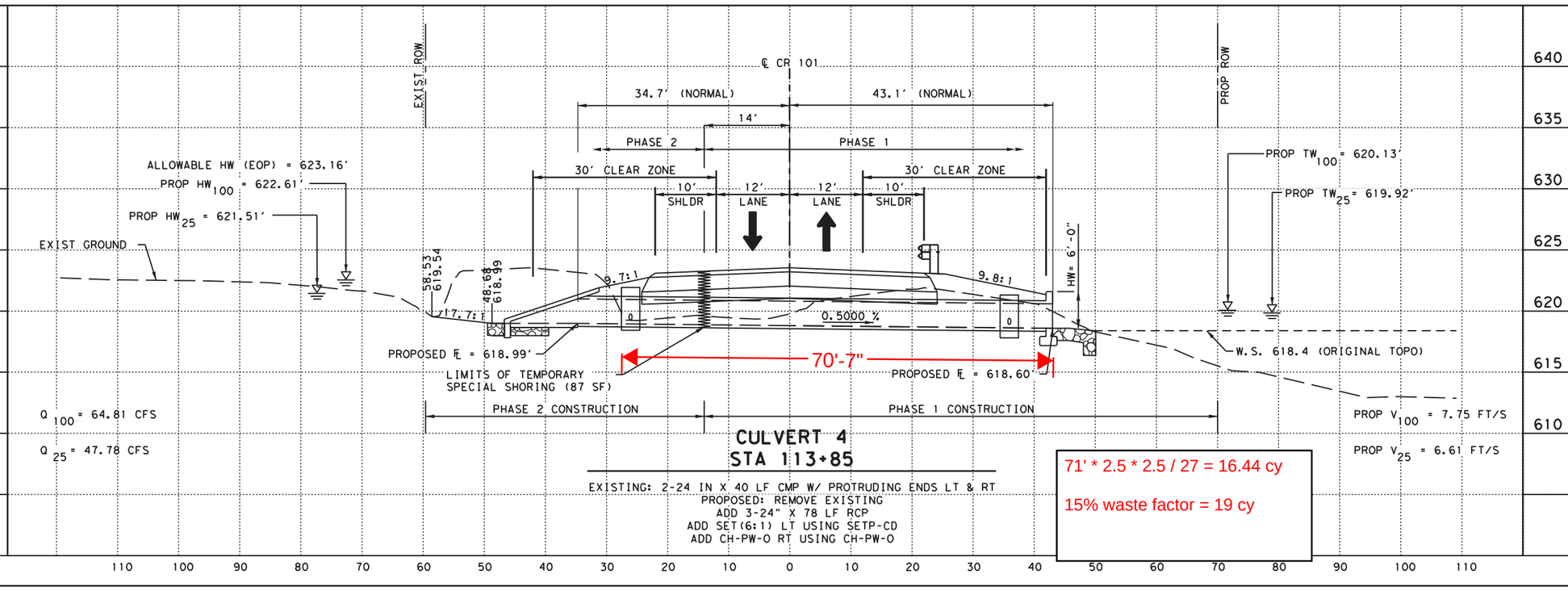
- PROPOSED DITCH FLOW DIRECTION
- FLOW DIRECTION
- DIRECTION OF TRAFFIC

NOTES:

1. VERIFY NO UTILITY CONFLICTS BEFORE BEGINNING WORK.
2. CONTRACTOR TO USE CAUTION WHEN PROCESSING SUBGRADE NEAR EXISTING STRUCTURES.
3. SEE SRR STANDARD FOR ADDITIONAL INFORMATION.

ITEM	DESCRIPTION	QUANTITY
403-6001	TEMPORARY SPL SHORING	87 SF
432-6031	RIPRAP (STONE PROTECTION) (12 IN)	19 CY
464-6005	RC PIPE (CL III) (24 IN)	234 LF
465-6005	JCTBOX (COMPL) (PJB) (3FTX3FT)	2 EA
466-6097	HEADWALL (CH-PW-O) (DIA = 24 IN)	1 EA
467-6394	SET (TY II) (24 IN) (RCP) (6:1) (C)	3 EA

0 10 20
SCALE: 1"=20' H
1"=10' V



CULVERT 4
STA 113+85

EXISTING: 2-24 IN X 40 LF CMP W/ PROTRUDING ENDS LT & RT
PROPOSED: REMOVE EXISTING
ADD 3-24" X 78 LF RCP
ADD SET(6:1) LT USING SETP-CD
ADD CH-PW-O RT USING CH-PW-O

71' * 2.5 * 2.5 / 27 = 16.44 cy

15% waste factor = 19 cy

STATE OF TEXAS
ERIN N. GONZALES
102407
LICENSED
PROFESSIONAL ENGINEER

Erin N. Gonzales

7/12/2019

WILLIAMSON COUNTY

Taylor Texas

BGE, Inc.
101 Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

CR 101
CULVERT 4
CULVERT LAYOUT
STA 113+85

SHEET 4 OF 7

FED.RD. DIV.NO.	PROJECT NO.		SHEET NO.
6			155
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
			CR 101

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EquipmentWatch™

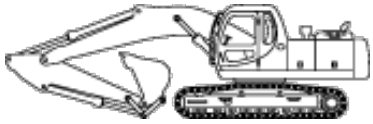
www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

April 14, 2020

Caterpillar 336F L XE
Crawler Mounted Hydraulic Excavators



Size Class:
33.1 - 40.0 MTons
Weight:
N/A

Configuration for 336F L XE

Bucket Capacity - Heaped	**3 cu yd**	Net Horsepower	**314 hp**
Operating Weight	**85100 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $15,980.00	USD $4,475.00	USD $1,120.00	USD $170.00	USD $85.12	USD $175.92
Adjustments						
Region (Texas: 90.6%)	(USD $1,502.12)	(USD $420.65)	(USD $105.28)	(USD $15.98)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $14,477.88**	**USD $4,054.35**	**USD $1,014.72**	**USD $154.02**	**USD $85.12**	**USD $167.38**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $43.60
Idling Rate	USD $122.62

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	USD $5,912.60/mo
Overhaul (ownership)	46%	USD $7,350.80/mo
CFC (ownership)	10%	USD $1,598.00/mo
Indirect (ownership)	6%	USD $958.80/mo
Fuel (operating) @ USD 3.07	47%	USD $40.36/hr

Revised Date: 1st half 2020

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for ALLISON CANGELOSI (acangelosi@jcgllc.com)

www.equipmentwatch.com

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EquipmentWatch™

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All prices shown in US dollars ($)

Rental Rate Blue Book®

April 13, 2020

Caterpillar 938M
4-Wd Articulated Wheel Loaders

Size Class:
175 - 199 HP
Weight:
N/A

Configuration for 938M

Bucket Capacity - Heaped	**6.5 cu yd**	Net Horsepower	**168 hp**
Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $6,435.00	USD $1,800.00	USD $450.00	USD $68.00	USD $33.48	USD $70.04
Adjustments						
Region (Texas: 88.9%)	(USD $714.28)	(USD $199.80)	(USD $49.95)	(USD $7.55)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $5,720.71**	**USD $1,600.20**	**USD $400.05**	**USD $60.45**	**USD $33.48**	**USD $65.98**

Non-Active Use Rates

	Hourly
Standby Rate	USD $20.48
Idling Rate	USD $49.05

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	USD $2,638.35/mo
Overhaul (ownership)	37%	USD $2,380.95/mo
CFC (ownership)	12%	USD $772.20/mo
Indirect (ownership)	10%	USD $643.50/mo
Fuel (operating) @ USD 3.07	49%	USD $16.55/hr

Revised Date: 1st half 2020

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The equipment represented in this report has been exclusively prepared for ALLISON CANGELOSI (acangelosi@jcgllc.com)

www.equipmentwatch.com

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James Const
Project: CR101

Quote

Effective Date: 1/4/2020

Thank you for your quote request. Please review the information below and return the signed quote for approval.

Project Name: CR101
Address: Hutto, TX
PO Number: TBD

Material	Quantity	Rate	Per
3x5 Rip Rap Rock		$9.90	ton
Freight To CR101		$7.22	ton

Thank you for the opportunity to earn your business. If you wish to discuss the items in this quote, please call us directly.

Terms & Conditions:

- **Acceptance:** Quote must be signed and returned by 1/15/2020 to be accepted
- **Terms:** Payments due NET 10 Prox

Thank you for your business!

By: _____
(Signature) *(Date)*

_____
(Print Name)

_____
(Title)

Quotes are subject to the terms and conditions listed above. Quotes MUST be signed and returned prior to the commencement of the project.

Quotes are to be signed and returned via email

INVOICE

WHITE CAP

HD Supply Construction Supply, Ltd.
PO Box 4944, Orlando, FL 32802-4944

BRANCH ADDRESS
713 - AUSTIN
(512) 389-3344
5811 TRADE CENTER DRIVE
BUILDING 10 SUITE 100
AUSTIN TX 78744
TRAVIS

INVOICE NUMBER
50014593212
INVOICE DATE
12/03/2020
CUSTOMER PO NUMBER
10783-525124

ENROLLMENT TOKEN:	MTP MVT DHV

SOLD TO: 149609000

JAMES CONST GROUP
5880 W HWY 190
BELTON TX 76513

TERRITORY:
SHIP TO: 10002749068

NEW JOB# 10783
5101 CR 101
TAYLOR TX 76574

PLEASE REMIT PAYMENT TO:
HD SUPPLY CONSTRUCTION AND INDUSTRIAL - WHITE CAP P.O. Box 4852 ORLANDO,FL 32802-4852

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
12/03/2020	40516323	ALEX KREJCHI	MANCILL, RUSSELL S	FLORES, MATTHEW
BRANCH	**ACCT JOB NO.**	**TERMS**	**SHIP VIA / ROUTING**	**CUSTOMER JOB NO.**
713	10002749068	NET 30 DAYS	2. OUR TRUCK	NEW JOB 10783

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	********** DELIVERY TAG#: 16449115 **********	1	0	0	1	0.00	
1	157R140N15	MIRAFI 140N (15' X 360') 600 SY/ROLL	2	475.000 RL	0	2	950.00	78.38

TW

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TOTAL GROSS	950.00
TOTAL TAX	78.38
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	1,028.38

Please verify that the remit to address you are using agrees to the address shown at the top of this invoice.

Commissioners Court - Regular Session **80.**

Meeting Date: 09/14/2021

2138 CR 101 Change Order No. 2

Submitted By: Mayra Ramos, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order no. 2 in the amount of $87,600.15 for 2138 CR 101 (James Construction) a Road Bond project in Commissioner Pct. 4. P: 269 Funding Source: Road Bond.

Background

This Change Order documents the change in the method of installation of the 24” water line encasement pipe across CR 368 and CR 101 and adds four (4) - 4” bores and water meter relocations to the contract.

Item J103-03 24” Steel Encasement by Open Cut. The plans called for the installation of encasement across CR 368 and CR 101 to be bored. Due to conflicts between the bore pits and an existing AT&T utility, the method of installation for the encasement pipe was changed to open-cut. Open cutting is an acceptable method of installation, because the roadways are to be reconstructed on this project. This Item was paid by the day of work because it was not known how long the work would take, due to the proximity of adjacent utilities.

Item J103-02 4” Bore with Water Meter Reconnect. This item pays the contractor to install four new water service lines across CR 101 and reconnect the water meters at the new right of way (ROW) line. This work was not originally called for in the plans. The new water service lines were required due to the width of the new right of way acquired for the project. The new lines were bored across the ROW of CR 101 at the following locations: Sta. 31+04 RT, 73+72 RT, 77+63 RT, and 108+65 RT.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2138 CR 101 Change Order No. 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:36 AM
Form Started By: Mayra Ramos		Started On: 09/08/2021 11:24 AM
Final Approval Date: 09/09/2021		

5880 WEST HWT 190, SUITE 100
BELTON, TX 76513
PHONE: (254) 939-8610
FAX: (254) 939-8611

Primoris Services Corporation
James Construction Group

8/31/2021

HNTB CORPORATION
Attention: Eddie Church
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE: WILLIAMSON Co. – CR101
Job #: 2138
CO-02 (Jonah Open Cut)

Dear Mr. Church,

Please see attached sign Change Order #1 for the above referenced project.

Please review, sign and return an executed copy.

James Construction Group does not waive any original contract conditions to submit costs of claims associated or arising from delayed or changed work. This includes occasions when it becomes necessary to preform extra work at Williamson County's request. Upon execution of Williamson County's change order form, the contractor reserves its right to submit or claim any extra costs, overhead and delay time with associated cost arising from or pertaining to the change order.

Regards,
James Construction Group

Alexander Krejchi
Project Engineer

CC:

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **James Construction**

2. Change Order Work Limits: Sta. **31+00** to Sta. **187+00**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **3F** (3 Max. - In order of importance - Primary first)

Project:	***2138***
Roadway:	***CR 101***
CSJ Number:	

5. Describe the work being revised:

3F: County Convenience. Additional work desired by the County. This Change Order documents the change in the method of installation of the 24" waterline encasement pipe across CR 368 and CR 101 and adds 4 - 4" bores and water meter relocations to the contract.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered:

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 8/24/21

By

Typed/Printed Name Rick Lewis

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$87,600.15**

RECOMMENDED FOR EXECUTION:

Project Manager 8/31/21 Date

N/A
Design Engineer Date

Program Manager 9/07/2021 Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *2* ***Project #*** *2138*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
J103-01	24" ENC. PIPE. BORED WITH 16' C-905, DR-18 RJ CARRIER PIPE; INSTALLED	LF	$532.36	870.00	$463,153.20	(170.00)	700.00	$372,652.00	($90,501.20)
J103-02	4" BORE WITH WATER METER RECONNECT	LF	$150.44	0.00	$0.00	470.00	470.00	$70,706.80	$70,706.80
J103-03	24" STEEL ENCASEMENT BY OPEN CUT	DAY	$21,478.91	0.00	$0.00	5.00	5.00	$107,394.55	$107,394.55
TOTALS					$463,153.20			$550,753.35	$87,600.15

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

CR 101 Improvements
Williamson County Project No. 2138

Change Order No. 2

Reason for Change

This Change Order documents the change in the method of installation of the 24" water line encasement pipe across CR 368 and CR 101 and adds four (4) - 4" bores and water meter relocations to the contract.

Item J103-03 24" Steel Encasement by Open Cut. The plans called for the installation of encasement across CR 368 and CR 101 to be bored. Due to conflicts between the bore pits and an existing AT&T utility, the method of installation for the encasement pipe was changed to open-cut. Open cutting is an acceptable method of installation, because the roadways are to be reconstructed on this project. This Item was paid by the day of work because it was not known how long the work would take, due to the proximity of adjacent utilities.

Item J103-02 4" Bore with Water Meter Reconnect. This item pays the contractor to install four new water service lines across CR 101 and reconnect the water meters at the new right of way (ROW) line. This work was not originally called for in the plans. The new water service lines were required due to the width of the new right of way acquired for the project. The new lines were bored across the ROW of CR 101 at the following locations: Sta. 31+04 RT, 73+72 RT, 77+63 RT, and 108+65 RT.

Following is a summary of the new items required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
J103-02	4" BORE WITH WATER METER RECONNECT	470.00	LF
J103-03	24" STEEL ENCASEMENT BY OPEN CUT	5.00	DAY

This Change Order results in an increase of $87,600.15 to the Contract amount, for an adjusted Contract total of $13,320,012.72. The original Contract amount was $13,092,842.00. Because of this Change Order, $227,170.72 has been added to the Contract, resulting in a 1.74% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Lowell D. Choate, P.E.

J103-03

Invoice

Date: 3/30/2021

Proposal#O10783-02.2

Primoris Services Corporation
James Construction Group

Bill To:
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
CR 101
Project No.: 2138
Control No.: 2138

Qty	UM	Description	Unit Price	Total
170.00	LF	Materials (Casing, Pipe, Bedding, and Backfill)	$264.54	**$44,972.54**
4.50	DAY	Daily Rate to Install Crossing	$10,765.46	**$48,444.55**
3.00	DAY	Daily Rate for Flagging	$3,583.37	**$10,750.12**
1.00	DAY	Daily Rate to Pothole for Existing Utilities	$3,227.34	**$3,227.34**
			Total	**$107,394.55**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	2/11/2021	**Project:**	CR101	**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	2138	**Highway:**	CR101
Description:	Open Cut 24in Bores 185+00	**Original Contract:**		**Net CO:** $ -	**Revised Contract:**
Estimated Qty:	170.00 LF	**Narrative:**	Due to conflicts with the ATT fiberline and existing 4in waterline, HNTB and Jonah Water have requested that JCG open cut both the 24in cased line running under CR101 and the line running under CR368. In total 170 LF will be installed via open cut. This Basis of Estimate only includes the cost to purchase the materials		
Estimated Change in Contract Sum:	$ 44,972.54				
Estimated Change In Contract Time:					

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
					Subtotal	$ -
					15% Markup	$ -
					55% Burdens	$ -
					Total Labor	$ -

Equipment	**QTY**	**UM**	**Rate**	**Extended**
			Subtotal	$ -
			15% Markup	$ -
			Total Equipment	$ -

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
			Subtotal	$ -
			15% Markup	$ -
			Total Subcontract	$ -

Material	**QTY**	**UM**	**Price**	**Extended**
Bedding Rock (Sexton supply)	54.00	CY	$ 16.00	$ 864.00
Base (delivered)	248.00	Tons	$ 11.00	$ 2,728.00
Cold Patch (4in) (delivered)	10.00	Tons	$ 84.79	$ 847.90
Sexton Materials	1.00	LS	$ 34,279.46	$ 34,279.46
			Subtotal	$ 38,719.36
			15% Markup	$ 5,807.90
			Total Material	**$ 44,527.26**

Additional Work Items	**QTY**	**Units**	**Price**	**Extended**
				$ -
			Total	$ -

TOTAL OF WORK PERFORMED	$	**44,527.26**
BOND FEE (ADD 1%)	$	**445.27**
TOTAL COST	$	**44,972.54**
UNIT PRICE (TOTAL COST/EST. QTY)	$	**264.54**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	2/11/2021	**Project:**	CR101	**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	2138	**Highway:**	CR101
Description:	Open Cut 24in Bores 185+00	**Original Contract:**		**Net CO:** $ -	**Revised Contract:**
Estimated Qty:	5.00 DAY	**Narrative:**	Due to conflicts with the ATT fiberline and existing 4in waterline, HNTB and Jonah Water have requested that JCG open cut both the 24in cased line running under CR101 and the line running under CR368. In total 170 LF will be installed via open cut.		
Estimated Change in Contract Sum:	$ 53,827.28				
Estimated Change In Contract Time:					

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
Dozer Operator	16.00	4.00	HR	$ 19.00	$ 28.50	$ 418.00
Loader Operator	16.00	4.00	HR	$ 17.00	$ 25.50	$ 374.00
Motor Grader Operator	16.00	4.00	HR	$ 26.00	$ 39.00	$ 572.00
Roller Operator	16.00	4.00	HR	$ 15.00	$ 22.50	$ 330.00
Forman	16.00	4.00	HR	$ 33.44	$ 50.16	$ 735.68
					Subtotal	$ 2,429.68
					15% Markup	$ 364.45
					55% Burdens	$ 1,336.32
					Total Labor	**$ 4,130.46**

Equipment	QTY	UM	Rate	Extended
Cat D5 Dozer	20.00	HR	$ 72.31	$ 1,446.20
Cat 930M Loader	20.00	HR	$ 65.98	$ 1,319.60
Cat 140 Motorgrader	20.00	HR	$ 84.17	$ 1,683.40
Steel Wheel Roller (rental)	7.00	Days	$ 130.00	$ 910.00
Cat CS54B Roller	20.00	HR	$ 52.04	$ 1,040.80
1/2 ton Pickup	20.00	HR	$ 27.56	$ 551.20
			Subtotal	$ 6,951.20
			15% Markup	$ 1,042.68
			Total Equipment	**$ 7,993.88**

Subcontractors	QTY	UM	Price	Extended
Sexton (Trench/Install Casing)	5.00	DAY	$ 7,160.00	$ 35,800.00
			Subtotal	$ 35,800.00
			15% Markup	$ 5,370.00
			Total Subcontract	**$ 41,170.00**

Material	QTY	UM	Price	Extended
			Subtotal	$ -
			15% Markup	$ -
			Total Material	**$ -**

Additional Work Items	QTY	Units	Price	Extended
				$ -
			Total	$ -

TOTAL OF WORK PERFORMED	**$ 53,294.34**
BOND FEE (ADD 1%)	**$ 532.94**
TOTAL COST	**$ 53,827.28**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 10,765.46**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	2/11/2021	**Project:**	CR101	**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	2138	**Highway:**	CR101
Description:	Open Cut 24in Bores 185+00	**Original Contract:**		**Net CO:** $ -	**Revised Contract:**
Estimated Qty:	7.00 DAY	**Narrative:**	Due to conflicts with the ATT fiberline and existing 4in waterline, HNTB and Jonah Water have requested that JCG open cut both the 24in cased line running under CR101 and the line running under CR368. In total 170 LF will be installed via open cut.		
Estimated Change in Contract Sum:	$ 25,083.61				
Estimated Change in Contract Time:					

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**		**Extended**
					Subtotal	$	-
					15% Markup	$	-
					55% Burdens	$	-
					Total Labor	$	-

Equipment	**QTY**	**UM**	**Rate**		**Extended**
			Subtotal	$	-
			15% Markup	$	-
			Total Equipment	$	-

Subcontractors	**QTY**	**UM**	**Price**		**Extended**
Flasher Equipment (Flag Intersection during operation)	7.00	DAY	$ 3,085.13	$	21,595.88
			Subtotal	$	21,595.88
			15% Markup	$	3,239.38
			Total Subcontract	$	**24,835.26**

Material	**QTY**	**UM**	**Price**		**Extended**
			Subtotal		$0.00
			15% Markup	$	-
			Total Material	$	-

Additional Work Items	**QTY**	**Units**	**Price**		**Extended**
				$	-
			Total	$	-

TOTAL OF WORK PERFORMED	$	**24,835.26**
BOND FEE (ADD 1%)	$	**248.35**
TOTAL COST	$	**25,083.61**
UNIT PRICE (TOTAL COST/EST. QTY)	$	**3,583.37**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	2/11/2021	**Project:**	CR101	**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	2138	**Highway:**	CR101
Description:	Open Cut 24in Bores 185+00	**Original Contract:**		**Net CO:** $ -	**Revised Contract:**
Estimated Qty:	2.00 DAY	**Narrative:**	Due to conflicts with the ATT fiberline and existing 4in waterline, HNTB and Jonah Water have requested that JCG open cut both the 24in cased line running under CR101 and the line running under CR368. In total 170 LF will be installed via open cut.		
Estimated Change in Contract Sum:	$ 6,454.69				
Estimated Change in Contract Time:					

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**		**Extended**
					Subtotal	$	-
					15% Markup	$	-
					55% Burdens	$	-
					Total Labor	$	-

Equipment	**QTY**	**UM**	**Rate**		**Extended**
			Subtotal	$	-
			15% Markup	$	-
			Total Equipment	$	-

Subcontractors	**QTY**	**UM**	**Price**		**Extended**
Badger Potholing (5 lines, approx 4 ft deep)	2.00	DAY	$ 2,778.60	$	5,557.20
			Subtotal	$	5,557.20
			15% Markup	$	833.58
			Total Subcontract	$	**6,390.78**

Material	**QTY**	**UM**	**Price**		**Extended**
			Subtotal		$0.00
			15% Markup	$	-
			Total Material	$	-

Additional Work Items	**QTY**	**Units**	**Price**		**Extended**
				$	-
			Total	$	-

TOTAL OF WORK PERFORMED	$	**6,390.78**
BOND FEE (ADD 1%)	$	**63.91**
TOTAL COST	$	**6,454.69**
UNIT PRICE (TOTAL COST/EST. QTY)	$	**3,227.34**

Primoris Services Corporation
James Construction Group
5880 West US Highway 190
Belton, TX 76513
Phone: 254-938-7017 Fax: 254-938-7243

Date: 12/17/2020

Request for Information # 016

Project CR101 WILLIAMSONN COUNTY
JCG Job# 10783-
Contract# 2181

To:	***From:***
Eddie Church P.E.	Alexander Krejchi
HNTB Corporation	Primoris Service Corporation (James Heavy Civil)
101 E. Old Settlers Blvd #100	
Round Rock TX 78664	,
Phone: 512-527-6723	***Phone:*** 254-718-4392
Fax:	***Fax:***
Email: *erchruch@hntb.com*	***Email:*** akrejchi@prim.com

Subject:	***Status:***	***Response Required By:***
Utility Conflict CR368xCR101 Bores (Water Line)	Open	

Submittal #:	***Drawing #:***	***Addendum:***	***Spec Section:***	***Schedule #:***

RFI Detail:

A 4" Jonah waterline has been discovered running E-W in the freshly moved bore pit. It has been exposed at station 185+05 at an elevation of 640.64. The ATT fiber line running E-W north of the bore pit is at station 185+21 approximately 4' below grade giving us about 15 feet between the exposed Jonah Water line and the located ATT Fiber line. The minimum bore pit dimensions are 42ft long, 14ft wide and must extend to an elevation of 636.418. Because the ATT Line is allowed to be located +/- 18in, JCG is concerned that moving the bore pit north to avoid the water line could potentially cause conflicts with the ATT Fiber Line. Please advise.

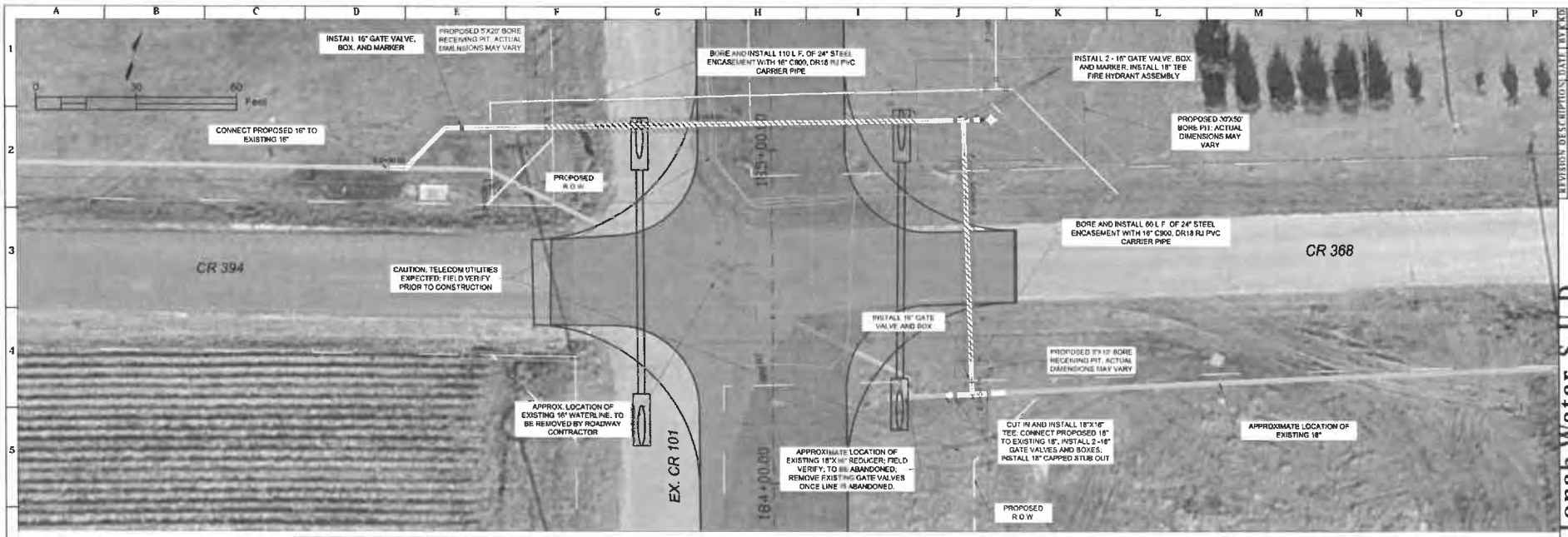
Suggestion:

Response:

In speaking with Mr. Weber, we discussed the possibility of performing an open-cut on both the CR 368 and CR 101 crossing. Jonah Water does not have an issue with this change provided the County/City of Taylor, does not either. If an open-cut is performed it is believed that the conflict with the E-4" waterline would be lessened enough to perform the work and keep the alignment the same.

Keep in mind that the E-4" that is in conflict is to be replaced with the P-4" within alignment "F". If the P-4" were installed and up into operation then the E-4", (that is in conflict) would be abandoned and could be removed.

Signature: _____ Date: 12/18/2020



Notes:
Open Cut Width, O.D. (30") + 12" = 42" (3.5')

Bedding Depth, O.D. (30") + 12" = 42"

HMA Depth, 3"

HMA Width, 42" + 24" = (66") 5.5'

Base Qty = (49 + 196 + 286 + 100 + 189 + 25 - 7 - 6.25) * 3.5 / 27 = 107.82 cy

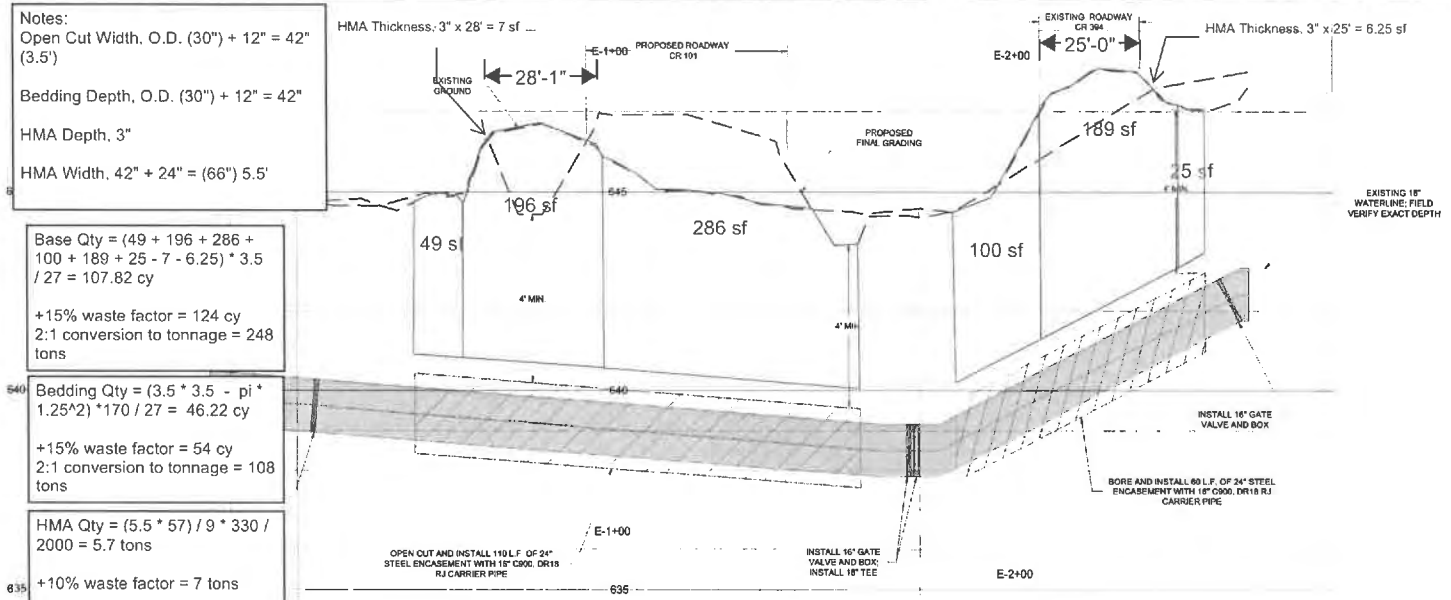
+15% waste factor = 124 cy
2:1 conversion to tonnage = 248 tons

Bedding Qty = (3.5 * 3.5 - pi * 1.25^2) *170 / 27 = 46.22 cy

+15% waste factor = 54 cy
2:1 conversion to tonnage = 108 tons

HMA Qty = (5.5 * 57) / 9 * 330 / 2000 = 5.7 tons

+10% waste factor = 7 tons



Jonah Water S.U.D.
Williamson County, Texas
2016 - C.R. 101: Utility Relocation
Sta. E-0+00 to E-2+58

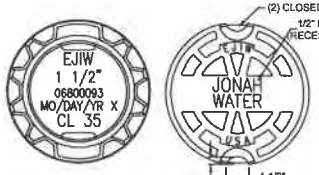
DESIGN: DMW
DRAWN: DMW
CKD: DMW
SEAL:

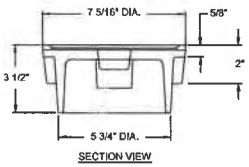
APPROVED:

DATE: 2/1/19

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
Ph. 254.744.3439

SHEET 6 OF 17





JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
W17
VALVE BOX LID
N.T.S.
T-5-13
M.W.W.
W.E.A.

Hydrostatic Testing

Hydrostatic testing described in this section shall be conducted with water.

General

The contractor shall provide measurement gauge, pump, pipe, connection, and other necessary appurtenances, unless otherwise specified. Prior to testing the contractor shall place sufficient backfill to prevent pipe movement. The contractor shall ensure that thrust-blocking or other types of restraint systems will provide adequate restraint prior to pressurizing the pipeline.

Test Duration

The duration of the hydrostatic test shall be 2 hours.

Test Pressure

The hydrostatic test pressure shall not be less than 1.25 times the maximum anticipated sustained working pressure at the highest point along the test section unless the pressure exceeds the design pressure limit for any pipe, thrust restraint, valve, fitting or other appurtenance of the test section. In no case shall the test pressure exceed the design pressure limit for any pipe, thrust restraint, valve, fittings, or other appurtenance of the test section.

Test Allowance

The testing allowance shall be defined as the quantity of water that must be supplied to the pipe section being tested to maintain the pressure within 5 psi of the specified hydrostatic test pressure. The installation will not be accepted, by the owner, if the quantity of the makeup water is greater than that determined by the formula below. All visible leaks are to be repair regardless of the amount of leakage.

$$Q=\frac{LxDxP}{148000}$$

Q = quantity of makeup water in gallons per hour (gal./hr.)
L = length of pipe being tested in feet (ft.)
D = nominal diameter of pipe in inches (in.)
P = average test pressure during the hydrostatic test in pounds per square inch (psi)

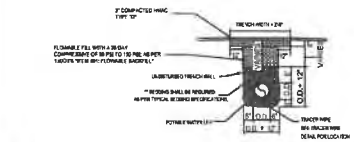
Disinfection (Does Not Apply To Sewer Force Mains.)

New mains shall be thoroughly disinfected in accordance with AWWA Standard C651 and then flushed and sampled before being placed in service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure. Sampling shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed waterline will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer.

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
W18
TESTING REQUIREMENTS FOR PRESSURIZED PIPELINES (POTABLE WATER LINES AND SEWER FORCE MAINS)
N.T.S.
T-5-13
M.W.W.
W.E.A.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
WATER DISTRIBUTION SYSTEM
GENERAL CONSTRUCTION NOTES

1. This water distribution system must be constructed in accordance with the current Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D.
2. Prior to commencement of construction, the owner of the system or his representative must notify the appropriate TCEQ regional office in writing of the date on which construction will begin.
3. All newly installed pipes and related products must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 and must be certified by an organization accredited by ANSI.
4. Plastic pipe for use in public water systems must bear the National Sanitation Foundation Seal of Approval (NSF-pw) and have an ASTM design pressure rating of at least 150 psi or a standard dimension ratio of 26 or less.
5. No pipe which has been used for any purpose other than the conveyance of drinking water shall be accepted or relocated for use in any public drinking water supply.
6. Water transmission and distribution lines must be installed in accordance with the manufacturer's instructions. However, the top of the water line must be located below the frost line and in no case shall the top of the water line be less than 24 inches below ground surface.
7. The hydrostatic leakage rate shall not exceed the amount allowed or recommended by the most current AWWA formulas for PVC pipe, cast iron and ductile iron pipe.
8. The contractor shall install appropriate air release devices in the distribution system at all points where topography or other factors may create air locks in the lines. All vent openings to the atmosphere shall be covered with 16-mesh or finer, corrosion resistant screening material or an acceptable equivalent.
9. The contractor shall maintain a minimum separation distance in all directions of nine feet between the proposed waterline and wastewater collection facilities including manholes and septic tank drainfields. If this distance cannot be maintained, the contractor must immediately notify the project engineer for further direction. Separation distances, installation methods, and materials utilized must meet 290.44(e) of the current rules.
10. The contractor shall disinfect the new water mains in accordance with AWWA Standard C651 and then flush and sample the lines before being placed into service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure which shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed water line will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer.
11. The contractor shall not place the pipe in water or where it can be flooded with water or sewage during its storage or installation.



NOTES:
1. TRENCH FILL SHALL BE IN ACCORDANCE TO TxDOT'S ITEM 401 "FLOWABLE BACKFILL" SPECIFICATIONS, AS FOUND AT http://ftp.dot.state.tx.us/pub/txdot-info/cst/specs/2004/item401.pdf *
2. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED
3. SUPPLIER MATERIAL MILL BE CONFIRMED WITH THE LINE TAP SUPPLIER.
4. ALL VALVES SHALL BE TAPPED IN ACCORDANCE WITH APPLICABLE ROAD COUNTY, OR CITY SPECIFICATIONS.

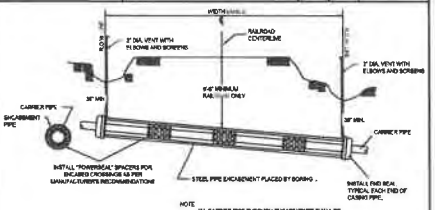
* TYPICAL BEDDING SPECIFICATIONS

SIEVE SIZE	3/8" F % RETAINED
1/2"	0
3/8"	0-2
4in	40-85
10in	85-100
3/4"	-

1/2" D % RETAINED	WASHED GRAVEL % RETAINED
0	0
1-21	-
80-100	-
95-100	-
	100

NOTE
BURIED PIPING SHALL HAVE THE FOLLOWING MINIMUM COVER
12" AND SMALLER - 30" MINIMUM COVER
14" THRU 24" - 54" MINIMUM COVER

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
W19
TRENCH & EMBEDMENT DETAIL FLOWABLE FILL
N.T.S.
T-5-13
M.W.W.
M.W.W.



NOTE
ALL CARRIER PIPE THROUGH ENCASEMENTS SHALL BE RESTRAINED JOINT TYPE OF FUSIBLE DUCTILE IRON TYPE PIPE AND SHALL BE INCLUDED IN THE PRICE OF THE CROSSING.

STEEL ENCASEMENT WALL THICKNESS CHART FOR SMOOTH STEEL CASING PIPE WITH A MINIMUM YIELD STRENGTH OF 35,000 PSI.

MINIMUM THICKNESS	DIAMETER OF CASING PIPE
0.179"	12" OR LESS
0.188"	OVER 12" TO 14"
0.250"	OVER 16" TO 20"
0.313"	OVER 20" TO 26"
0.375"	OVER 26" TO 34"
0.469"	OVER 34" TO 42"
0.500"	OVER 42" TO 48"

NOTE:
1. ALL CARRIER PIPING SHALL BE RESTRAINED JOINT TYPE OR BUTT-FUSIBLE TYPE OF THE SAME SIZE AND THE SAME PRESSURE CLASS AT MINIMUM OF THE APPLICABLE PIPELINE.
2. OPEN CUT ENCASEMENT PIPE SHALL HAVE EVEN BASE TRENCH AND EMBEDMENT DETAILS AS ARE SHOWN FOR PIPELINES.
3. DO NOT USE WEDGES BETWEEN TOP OF CARRIER PIPE AND INSIDE OF CASING TO KEEP THE CARRIER PIPE FROM MOVING.
4. PRIOR TO INSERTING CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF THE CASING PIPE SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
5. SPACERS SHALL BE REQUIRED WITHIN AT LEAST 5 FEET FROM BOTH ENDS OF THE ENCASEMENT PIPE.
6. ENCASEMENT PIPE SHALL BE SMOOTH STEEL, 35,000 PSI YIELD STRENGTH WITH WALL THICKNESS ACCORDING TO THE WALL THICKNESS CHART.
7. THE RESTRAINED JOINT CARRIER PIPE SHALL EXTEND A MINIMUM OF 10 LF. PAST BOTH ENDS OF THE ENCASEMENT PIPING BEFORE TRANSITIONING BACK TO NON-JOINT RESTRAINED PIPING.
8. REFER TO AGRAW'S PART 5 - PIPELINE FOR ALL TECHNICAL REQUIREMENTS FOR RAILWAY BORING.
9. VENTS SHALL BE INSTALLED AS PER AREMA'S Part 5 - PIPELINE TECHNICAL

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
W20
RAILROAD CROSSING
N.T.S.
T-5-13
M.W.W.
M.W.W.

Jonah Water S.U.D.
Williamson County, Texas
2016 - C.R. 101; Utility Relocation
DETAIL 3

REVISION DESCRIPTION DATE BY KG

DESIGN: DWW
DRAWN: DWW
CKD: DWW
SEAL:

APPROVED:

DATE: 2/1/19

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
Ph. 254-744-3439

SHEET 17 OF 17

EquipmentWatch™

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

April 13, 2020

Caterpillar 938M
4-Wd Articulated Wheel Loaders

Size Class:
175 - 199 HP
Weight:
N/A

Configuration for 938M

Bucket Capacity - Heaped	**6.5 cu yd**	Net Horsepower	**168 hp**
Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $6,435.00	USD $1,800.00	USD $450.00	USD $68.00	USD $33.48	USD $70.04
Adjustments						
Region (Texas: 88.9%)	(USD $714.28)	(USD $199.80)	(USD $49.95)	(USD $7.55)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $5,720.71**	**USD $1,600.20**	**USD $400.05**	**USD $60.45**	**USD $33.48**	**USD $65.98**

Non-Active Use Rates

	Hourly
Standby Rate	USD $20.48
Idling Rate	USD $49.05

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	USD $2,638.35/mo
Overhaul (ownership)	37%	USD $2,380.95/mo
CFC (ownership)	12%	USD $772.20/mo
Indirect (ownership)	10%	USD $643.50/mo
Fuel (operating) @ USD 3.07	49%	USD $16.55/hr

Revised Date: 1st half 2020

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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EquipmentWatch

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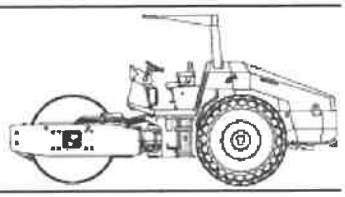
All prices shown in US dollars ($)

Rental Rate Blue Book®

April 14, 2020

Caterpillar CS54B
Single Drum Vibratory Compactors

Size Class:
8.0 - 11.9 MTons
Weight:
N/A



Configuration for CS54B

Drum Type	**Smooth**	Drum Width	**84.0 in**
Net Horsepower	**124.0 hp**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $4,390.00	USD $1,230.00	USD $310.00	USD $47.00	USD $29.74	USD $54.68
Adjustments						
Region (Texas: 89.4%)	(USD $465.34)	(USD $130.38)	(USD $32.86)	(USD $4.98)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,924.66**	**USD $1,099.62**	**USD $277.14**	**USD $42.02**	**USD $29.74**	**USD $52.04**

Non-Active Use Rates

	Hourly
Standby Rate	USD $16.28
Idling Rate	USD $32.17

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	49%	USD $2,151.10/mo
Overhaul (ownership)	26%	USD $1,141.40/mo
CFC (ownership)	13%	USD $570.70/mo
Indirect (ownership)	11%	USD $482.90/mo
Fuel (operating) @ USD 3.07	33%	USD $9.87/hr

Revised Date: 1st half 2020

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All prices shown in US dollars ($)

Rental Rate Blue Book®

November 18, 2019

Miscellaneous 4X2 1/2 375 CONV GAS
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
HP

Configuration for 4X2 1/2 375 CONV GAS

Axle Configuration	**4X2**	Cab Type	**Conventional**
Horsepower	**375 hp**	Power Mode	**Gasoline**
Ton Rating	**1/2**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $1,025.00	USD $290.00	USD $73.00	USD $11.00	USD $22.24	USD $28.06
Adjustments						
Region (Texas: 91.4%)	(USD $88.15)	(USD $24.94)	(USD $6.28)	(USD $0.95)		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $936.85**	**USD $265.06**	**USD $66.72**	**USD $10.05**	**USD $22.24**	**USD $27.56**

Non-Active Use Rates

	Hourly
Standby Rate	USD $3.78
Idling Rate	USD $23.20

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	USD $553.50/mo
Overhaul (ownership)	29%	USD $297.25/mo
CFC (ownership)	7%	USD $71.75/mo
Indirect (ownership)	10%	USD $102.50/mo
Fuel (operating) @ USD 2.51	80%	USD $17.88/hr

Revised Date: 2nd half 2019

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EquipmentWatch.

www.equipmentwatch.com

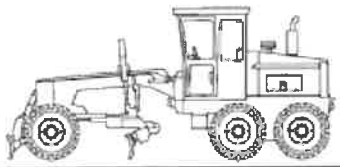
All prices shown in US dollars ($)

Rental Rate Blue Book®

April 13, 2020

Caterpillar 140M AWD (disc. 2014)
Articulated Frame Graders

Size Class:
170 - 199 HP
Weight:
N/A



Configuration for 140M AWD (disc. 2014)

Net Horsepower	**183.0 hp**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $8,215.00	USD $2,300.00	USD $575.00	USD $86.00	USD $42.67	USD $89.35
Adjustments						
Region (Texas: 88.9%)	(USD $911.86)	(USD $255.30)	(USD $63.83)	(USD $9.55)		
Model Year (2014: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $7,303.13**	**USD $2,044.70**	**USD $511.17**	**USD $76.45**	**USD $42.67**	**USD $84.17**

Non-Active Use Rates

	Hourly
Standby Rate	USD $23.24
Idling Rate	USD $59.42

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	34%	USD $2,793.10/mo
Overhaul (ownership)	45%	USD $3,696.75/mo
CFC (ownership)	11%	USD $903.65/mo
Indirect (ownership)	11%	USD $903.65/mo
Fuel (operating) @ USD 3.07	42%	USD $17.92/hr

Revised Date: 1st half 2020

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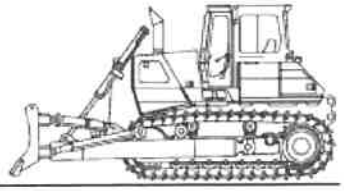
Rental Rate Blue Book®

April 13, 2020

Caterpillar D5K2 XL
Standard Crawler Dozers

Size Class:
85 - 104 HP
Weight:
20534 lbs



Configuration for D5K2 XL

Dozer Type	**VPAT**	Net Horsepower	**104.0 hp**
Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $7,090.00	USD $1,985.00	USD $495.00	USD $74.00	USD $36.50	USD $76.78
Adjustments						
Region (Texas: 88.9%)	(USD $786.99)	(USD $220.34)	(USD $54.94)	(USD $8.21)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,303.01**	**USD $1,764.67**	**USD $440.05**	**USD $65.79**	**USD $36.50**	**USD $72.31**

Non-Active Use Rates

	Hourly
Standby Rate	USD $16.83
Idling Rate	USD $49.18

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30%	USD $2,127.00/mo
Overhaul (ownership)	52%	USD $3,686.80/mo
CFC (ownership)	9%	USD $638.10/mo
Indirect (ownership)	8%	USD $567.20/mo
Fuel (operating) @ USD 3.07	37%	USD $13.37/hr

Revised Date: 1st half 2020

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SEXTON, INC.

2472 Washburn Rd.
Luling, TX 78648

Melba Sexton, President
sextoninc@outlook.com
(830) 743-1518

John Sexton, Vice-President
sextoninc@live.com
(830) 743-1516

BID PROPOSAL

DATE: 2/10/2021

Bid Prepared for: Alex Krejchi (James Construction)

Labor	**$4,330 per day**
Equipment	**$2,830 per day**
Mobilization	**$2,175**
Materials	**$32,104.46**

Scope: Open cut and install 24'' casing in two different areas for water line relocate. The open cuts will be going across C.R. 101 and C.R. 368. This price includes the material, labor, welding, and installation of the casing.

James Construction will be responsible for the traffic control planning and the coordination with Williamson County.
There will need to be a representative on site from Jonah Water S.U.D., Oncor Electric Distribution, and AT&T while excavation is being performed.

This bid expires 30 days from above date with exception of material due to rapidly increasing price of steel. Materials bid good for 5 days from above date.

_____ _____

Signature: Acceptance of Bid Date

Billing Information:_____

_____

Applicable Sales Tax is not included.

NOTE: This price does not include bedding material or flowable fill. Bedding material will be billed at $19.00 a yard on a 12-yard truck on an as needed basis. Flowable fill will be billed at $161.00 a yard with a 3-yard minimum on an as needed basis.

Badger Daylighting Corp

60 Ironhorse Dr.
Hutto, TX 78634
"An equal opportunity employer"

ESTIMATE

DATE:	**2021/01/04**
Reference #:	**QT-010421-41176**
PREPARED BY:	**Toby Marriott**

Customer Information			
Company:	James Construction	**Contact Name**	Alex K
Contact Phone #	(254) 718-4392	**E-mail:**	akrejchi@prim.com
Billing Address:		**Title:**	PM
Bill City/State		**Account #**	8881167
Service Address			

Scope of Work

Badger Daylighting will provide Hydrovac services, Potholing(5) approximate 1' diameter by 4' deep within 20' from the Badger unit with ideal weather and ground conditions. Additional operator and remote hose is required if working farther than 20' of the unit. Additional fees apply. Client will supply onsite representative to provide direction where to conduct services. Any delays outside of Badger's control will be in addition to total billed at normal T&M. Billing is port to port by the hour unless otherwise noted. OT applies after 8 hours. Operators adhere to D.O.T. regulations. 12 hour notice is required for any cancellation or a 4 hour minimum will be applied. Work day may not exceed 14 hours without Badger Management approval.

Service Item	Item Description	Price	UOM	Qty	Amount
Badger Hydrovac With Operator		$ 235.00	HR	8	$ 1,880.00
Badger Hydrovac With Operator Overtime		$ 265.00	HR	2	$ 530.00
Supply Water		$ 55.00	EA	1	$ 55.00
Support Truck	If needed	$ 150.00	DAY	0	$ 0.00
3rd Party Service (DISPOSITION)		$ 175.00	EA	1	$ 175.00
Fluctuating Fuel Recovery					$ 138.60
				Total:	**$ 2,778.60**

This proposal contains the budgetary estimate to complete the work as described above under the heading "Scope of Work".
If any part of the work varies from that described in Scope of Work, or if unexpected digging conditions are encountered (eg rocks, rubble, roots, etc...), then additional charges shall apply. All work will be done on a time and material basis. All work will be done in accordance with the terms and conditions contained in Badger Daylighting Corp.'s standard terms and conditions (USA) attached hereto.

Company: _____ PO#: _____

Name (please print): _____ Title: _____

Signature: _____ Date: _____

I am authorized to bind the Company

FLASHER Equipment Co

Flasher Equipment Co.
5827 W. US Hwy. 90
San Antonio, TX 78227
210-736-4251

QUOTATION

Quote Date	Quote ID
1/7/2021	EG

Valid Through: 2/6/2021

James Construction Group, LLC
Alexander Krejchi
1760 S. Stemmons Freeway STE 300
Lewisville, TX 75067
Phone: 254-718-4392
Fax: 225-295-4841
Email: akrejchi@prim.com

Job Location:
CO 343 AND CR101
Hutto
Quote Created By: Emilio Garcia

Item Description	Price	UOM	Qty/Day	Days	Total Qty.	Total
Daily set up flagger operation *	$2,850.00	Per Each	1	5	5	$14,250.00
RENTAL 28 NIGHT CONE *	$0.00	Per Each	180	0	0	$0.00
Rollup Sign 36x36 - Road Work Ahead *	$0.00	Per Each	4	0	0	$0.00
Rollup Sign 36x36 - Be Prepared To Stop *	$0.00	Per Each	4	0	0	$0.00
Rollup Sign 36x36 - One Lane Road Ahead *	$0.00	Per Each	4	0	0	$0.00
Rollup Sign 36x36 - Flagger Symbol *	$0.00	Per Each	4	0	0	$0.00
ZEPHYR SIGN STAND *	$0.00	Per Each	16	0	0	$0.00

Note: The * indicates taxable items.

4 MAN FLAGGING OPERATION - PRICE INCLUDES SET UP AND TAKE DOWN , LABOR UP TO 10 HRS. AND EQUIPMENT. DAILY RATE OF $ 2,850.00 + TAX.

SUBTOTAL	$14,250.00
SALES TAX (8.25%)	$1,175.63
QUOTE TOTAL	$15,425.63

Scope: This quote is based on estimated quantities. You will be billed for the actual quantity of units per each item at the rate indicated above.

Emilio Garcia — 1/7/2021
Flasher Equipment Co. — Date

Accepted By:

Signature — Date

Print Name

Title

Company

McCar Materials LLC

James Construction PSC
7406 I35 Frontage Rd
Belton, TX 76513

PO Box 2675
Pflugerville, TX78691
accounting@mccarmaterials.com

Quote

Effective Date: 010/09/19

Thank you for your quote request. Please review the information below and return the signed quote for approval.

Project Name: CR 101
Address: Hutto
PO Number: N/A

Material	Quantity	Rate	Per
1" Utility Rock		$6.50	ton
1 ½" Utility Rock		$6.25	ton
1x2" MSE Backfill		$6.50	ton
2x3" Backfill		$7.50	ton
3x5" Bull Rock		$7.50	ton
Non Spec Base		$4.50	ton
Flex Base (TxDot Gr.1,2,3,5)		$5.00	ton
Flex Base (Wilco Gr. 4)		$5.25	ton

Thank you for the opportunity to earn your business. If you wish to discuss the items in this quote, please call us directly.

Terms & Conditions:

- **Acceptance:** Quote must be signed and returned by 11/09/2019 to be accepted
- **Terms:** Payments due NET 10 Prox

Thank you for your business!

Quotes are subject to the terms and conditions listed above. Quotes MUST be signed and returned prior to the commencement of the project.

Quotes are to be signed and returned via email

By: _____
(Signature) *(Date)*

_____
(Print Name)

_____
(Title)

777 CR 131
Hutto, TX 78634
737.444.8623
bids@nuneztruckinginc.com

James Construction Group, LLC
PO Box 90022
Baton Rouge, LA 70879-9022

Quote

Effective Date: *01/27/2020*

Thank you for your quote request. Please review the information below and return the signed quote for approval.

Project: CR 101 Improvements

Haul Type	Origin	Rate	Per
Freight	McCar Materials	$5.90	Ton

Thank you for the opportunity to earn your business. If you wish to discuss the items in this quote, please call us directly.

Terms & Conditions:

- **Acceptance:** Quote must be signed and returned by 02/28/2020 to be accepted
- **Fuel:** Gulf Coast Daily Average at time of Quote $2.797 per/gal (Round to nearest .05)
- **Fuel Surcharge:**
- **Material:** Material cost are subject to change based on current supplier rates
- **Terms:** Payments due NET 30 from date on invoice

Special Provisions:

- A wait time fee of $85/hour will be charged for any truck on standby at site

Thank you for your business!

Quotes are subject to the terms and conditions listed above. Quotes MUST be signed and returned prior to the commencement of the project.

Quotes are to be signed and returned via email

By: _____
(Signature) *(Date)*

_____
(Print Name)

_____
(Title)

Nunez TRUCKING INC
PO Box 2675
Pflugerville, TX 78691

Invoice

Date 8/4/2020
Invoice # 41903

Bill To

James Construction Group, LLC
1760 S. Stemmons Fwy
STE 300
Lewisville, TX 75067

Project
CR 101 Project From: Texas Materials

Item	Date	Description	Qty	Rate	Amount
Freight	8/3/2020	Cold Mix D.6 - per ton	24.68	7.93	195.71

TW

Total $195.71

Phone #	E-mail	Terms
737-444-8623	accounting@nuneztruckinginc.com	Net 30

TEXAS MATERIALS

A CRH COMPANY

1320 Arrow Point Dr Suite 600
Cedar Park, TX 78613

Customer No: 241920
Invoice No: 200894214
Inv Date: 08/03/20
Page: Page 1 of 1
Customer PO: 524572

James Construction Group LLC
5880 W US Highway 190
Belton, TX 76513-8149

ccarpenter@prim.com
accountspayable@prim.com

Texas Materials
1320 Arrow Point Dr Suite 600
Cedar Park, TX 78613
512-861-7100

Delivered To: ~~JOB 1783 CR 110~~
Job 10783 CR101

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04267 Asphalt - Manor												
JOB # / PO #		/ 524572										
MATERIAL:	COLD MIX D .6											
08/3/20	243172	225070	COLD MIX D .6	24.68	TON	71.00	0.00	0.00	1,752.28	0.00	144.56	1,896.84
Total :	COLD MIX D .6			24.68				TON	1,752.28	0.00	144.56	1,896.84
Total :	**Material**	COLD MIX D .6		24.68					1,752.28	0.00	144.56	1,896.84
			Total Invoice:	24.68					1,752.28	0.00	144.56	1,896.84

You can now access your invoices and make payments through our customer portal. Register now by clicking on https://mytexasmaterialsgroup.com. Please note that the new remit to suite number has been changed to # 307

Terms: Net 30

TW

Invoice Amount: 1,896.84

Amount Paid: _____

Customer Name: James Construction Group LLC
Customer No: 241920
Invoice #: 200894214
Date: 08/3/20

Customer PO: 524572
Due Date: 09/02/20

If you have any questions about your invoice please call 512-861-7100

Remit Payment To: **Texas Materials Group, Inc.**
1320 Arrow Point Dr
Suite 307
Cedar Park, TX 78613

Please provide your email address below if you would like to start receiving your invoices via email

_____

Change Order Proposal

Date: 2/11/2021

Proposal#O10783-02.2

Primoris Services Corporation
James Construction Group

Bill To:
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
CR 101
Project No.: 2138
Control No.: 2138

Qty	UM	Description	Unit Price	Total
170.00	LF	Materials (Casing, Pipe, Bedding, and Backfill)	$264.54	**$44,972.54**
5.00	DAY	Daily Rate to Install Crossing	$10,765.46	**$53,827.28**
7.00	DAY	Daily Rate for Flagging	$3,583.37	**$25,083.61**
2.00	DAY	Daily Rate to Pothole for Existing Utilities	$3,227.34	**$6,454.69**
			Total	**$130,338.11**

Commissioners Court - Regular Session **81.**

Meeting Date: 09/14/2021

HNTB 77139 Contract Amendment No 4 GEC R&B

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 4 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 4 is to update the vehicle reimbursement rate.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 77139 Contract Amendment No 4 GEC R&B

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/09/2021 10:21 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:40 AM
Infrastructure Department (Originator)	Vicky Edwards	09/09/2021 11:42 AM
Hal Hawes	Hal Hawes	09/09/2021 11:50 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:54 AM
Form Started By: Vicky Edwards		Started On: 09/09/2021 09:02 AM
Final Approval Date: 09/09/2021		

DocuSign Envelope ID: 13B7E3BB-4C94-45FC-898A-AB312B72D141

CONTRACT AMENDMENT NO. 4
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

This Contract Amendment No. 4 to Williamson County Contract for Engineering Services ("Amendment No. 4") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and HNTB Corporation (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective December 17, 2019, wherein Engineer agreed to perform certain professional engineering services in connection to construct various road and drainage projects ("Project");

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. Amendment to Exhibit C - Rate Schedule

County and Engineer hereby agree the Rate Schedule attached hereto as Attachment 1 shall supplant and replace the current Rate Schedule and become effective as of the last party's execution below.

II. Terms of Contract Control and Extent of Amendment No. 4

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

DocuSign Envelope ID: 13B7E3BB-4C94-45FC-898A-AB312B72D141

III. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 4, in duplicate, to be effective as of the date of the last party's execution below.

Engineer:	**COUNTY:**
HNTB Corporation	**Williamson County, Texas**
By: DocuSigned by: Daniel J. Kellerman 6DAA031B30F74CA...	By: _____
Printed Name: Daniel J. Kellerman, P.E.	Printed Name: _____
Title: Vice President	Title: _____
Date: September 9, 2021	Date: _____ ____, 20____

DocuSign Envelope ID: 13B7E3BB-4C94-45FC-898A-AB312B72D141

Attachment 1

RATE SCHEDULE

HNTB Corporation

Classification	2020 Billing Rate	2020 Premuim OT Billing Rate
Principal	$364	
Sr. Financial Advisor	$344	
Sr. Project Advisor	$329	
Project Advisor	$287	
Sr. Project Manager	$277	
Project Manager	$225	
Deputy Project Manager	$202	
Sr. Engineer	$202	
Project Engineer	$172	
Design Engineer	$136	
EIT	$111	
Sr. CADD Technician	$162	
CADD Technician	$81	
Principal Planner	$251	
Sr. Environmental Specialist	$248	
Environmental Specialist	$200	
Sr. Environmental Planner	$157	
Environmental Planner	$116	
Sr. GIS Analyst	$176	
GIS Analyst	$121	
Sr. Public Involvement Representative	$118	
Public Involvement Representative	$101	
Sr. Urban Planner	$198	
Urban Planner	$113	
Sr. ROW Agent	$190	
ROW Agent	$146	
Sr. Construction Manager	$190	
Construction Manager	$167	
Sr. Construction Representative	$157	$184
Construction Representative III	$137	$160
Construction Representative II	$127	$149
Construction Representative	$91	$107
Sr. Developer	$174	
Developer II	$152	
Developer	$113	
Sr. Business Manager	$200	
Business Manager	$152	
Sr. Project Analyst	$142	
Project Analyst	$97	
Quality Manager	$162	
Sr. Project Controls	$146	
Project Controls	$91	
Sr. Scheduler	$202	
Scheduler	$160	
Administrative Assistant	$77	
Intern	$76	

Vehicle Leases will be reimbursed at a rate of $72.00/day

DocuSign Envelope ID: 13B7E3BB-4C94-45FC-898A-AB312B72D141

Attachment 1

RATE SCHEDULE

DCS Engineering, LLC

Classification	2020 Billing Rate	2020 Premuim OT Billing Rate
Principal	$215	
Senior Project Manager	$200	
Project Manager	$165	
Senior Engineer	$160	
Lead Project Engineer	$130	
Design Manager	$150	
Project Engineer	$100	
CAD Manager	$140	
IT Manager	$120	
IT Technician	$85	
Senior Designer	$135	
Designer II	$125	
Designer I	$100	
Senior Computer Technician	$80	
Computer Technician II	$75	
Computer Technician I	$65	
Project Coordinator	$65	
Clerical	$60	
Document Control Clerk	$60	

DocuSign Envelope ID: 13B7E3BB-4C94-45FC-898A-AB312B72D141

Attachment 1

RATE SCHEDULE

Gray Engineering, Inc

Classification	2020 Billing Rate	2020 Premuim OT Billing Rate
President	$300	
Vice President	$275	
Comptroller	$150	
Senior Project Manager	$225	
Project Manager	$200	
Senior Project Engineer	$175	
Project Engineer	$150	
EIT II	$125	
EIT I	$110	
Designer II	$125	
Designer I	$100	
Field Supervisor	$150	
Project Representative	$110	
Executive Assistant	$135	
Administration	$75	

Commissioners Court - Regular Session **82.**

Meeting Date: 09/14/2021

HNTB 70391 Contract Amendment No 3 GEC Road Bond

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action 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 Mangement/Inspection Services for Williamson County Road Bond Projects.

Background

This Contract Amendment No 3 is to update the rate schedule.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 70391 Contract Amendment No 3 GEC Road Bond

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/09/2021 11:14 AM
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:41 AM
Form Started By: Vicky Edwards		Started On: 09/09/2021 09:26 AM
Final Approval Date: 09/09/2021		

DocuSign Envelope ID: 13B7E3BB-4C94-45FC-898A-AB312B72D141

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

This Contract Amendment No. 3 to Williamson County Contract for Engineering Services ("Amendment No. 3") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and HNTB Corporation (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective December 17, 2019, wherein Engineer agreed to perform certain professional engineering services in connection with the 2019 Road Bond Program ("Project");

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. Amendment to Exhibit C - Rate Schedule

County and Engineer hereby agree the Rate Schedule attached hereto as Attachment 1 shall supplant and replace the current Rate Schedule and become effective as of the last party's execution below.

II. Terms of Contract Control and Extent of Amendment No. 3

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

DocuSign Envelope ID: 13B7E3BB-4C94-45FC-898A-AB312B72D141

III. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 3, in duplicate, to be effective as of the date of the last party's execution below.

Engineer:	**COUNTY:**
HNTB Corporation	**Williamson County, Texas**
By: DocuSigned by: Daniel J. Kellerman 6DAA031B30F74CA...	By: _____
Printed Name: Daniel J. Kellerman, P.E.	Printed Name: _____
Title: Vice President	Title: _____
Date: September 9, 2021	Date: _____ ____, 20____

DocuSign Envelope ID: 13B7E3BB-4C94-45FC-898A-AB312B72D141

Attachment 1

RATE SCHEDULE

HNTB Corporation

Classification	2020 Billing Rate	2020 Premuim OT Billing Rate
Principal	$364	
Sr. Financial Advisor	$344	
Sr. Project Advisor	$329	
Project Advisor	$287	
Sr. Project Manager	$277	
Project Manager	$225	
Deputy Project Manager	$202	
Sr. Engineer	$202	
Project Engineer	$172	
Design Engineer	$136	
EIT	$111	
Sr. CADD Technician	$162	
CADD Technician	$81	
Principal Planner	$251	
Sr. Environmental Specialist	$248	
Environmental Specialist	$200	
Sr. Environmental Planner	$157	
Environmental Planner	$116	
Sr. GIS Analyst	$176	
GIS Analyst	$121	
Sr. Public Involvement Representative	$118	
Public Involvement Representative	$101	
Sr. Urban Planner	$198	
Urban Planner	$113	
Sr. ROW Agent	$190	
ROW Agent	$146	
Sr. Construction Manager	$190	
Construction Manager	$167	
Sr. Construction Representative	$157	$184
Construction Representative III	$137	$160
Construction Representative II	$127	$149
Construction Representative	$91	$107
Sr. Developer	$174	
Developer II	$152	
Developer	$113	
Sr. Business Manager	$200	
Business Manager	$152	
Sr. Project Analyst	$142	
Project Analyst	$97	
Quality Manager	$162	
Sr. Project Controls	$146	
Project Controls	$91	
Sr. Scheduler	$202	
Scheduler	$160	
Administrative Assistant	$77	
Intern	$76	

Vehicle Leases will be reimbursed at a rate of $72.00/day

DocuSign Envelope ID: 13B7E3BB-4C94-45FC-898A-AB312B72D141

Attachment 1

RATE SCHEDULE

Rio Grande Pacific Technology, Inc

Classification	2020 Billing Rate	2020 Premuim OT Billing Rate
Senior Engineer	$240	
Project Manager	$220	
Engineer	$175	
Junior Engineer	$87	
Senior Test Engineer	$170	
Test Engineer	$120	
Senior Technician/Senior CADD Technician	$165	
Technician/CADD Technician	$48	
Senior Administrator/Office Manager	$65	
Administrator/Business Development Officer	$54	

Commissioners Court - Regular Session **83.**

Meeting Date: 09/14/2021

Variance request Wilco Sub Regs from Randolph Texas Develop Northgate Ranch Ph 2 Sec 6-10 sub– Pct 2

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

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

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Randolph Texas Development for the Northgate Ranch Phase 2, Sections 6-10 subdivision – Precinct 2.

Background

Randolph Texas Development, developer of the Northgate Ranch Phase 2, Sections 6-10 subdivision, is requesting a variance to the Williamson County Subdivision Regulations as discussed in their attached letter. Staff recommends approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

variance request - Northgate Ranch Ph 2, Sections 6-10

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:47 AM
Form Started By: Adam Boatright		Started On: 09/09/2021 11:14 AM
Final Approval Date: 09/09/2021		

RTX
RANDOLPH TEXAS DEVELOPMENT

August 9, 2021

River Oaks Land Partners II, LLC
c/o Randolph Texas Development
14001 West State HWY 29, Suite 203
Liberty Hill, TX 78642

Terron Evertson
Williamson County Engineer
3151 S.E. Inner Loop, Suite B
Georgetown, TX 78626

RE: Variance Request for 20' Front Setbacks at Northgate Phase 2 Sections 6 & 8

Dear Mr. Evertson,

We are currently under contract with Ashton Woods to purchase approximately 138 alley-loaded lots in our Northgate Phase 2 Sections 6 & 8 community (Block R Lots 8-23, Block S Lots 1-23, Block U Lots 1-24, Block V Lots, 35-51, Block AG Lots 13-35, Block AI Lots 1-18, and Block AJ Lots 1-19). To efficiently place their product on these 40' lots, on behalf of the Builder, we respectfully request a variance of the 25' building setback requirement per the County's Subdivision Regulations Appendix F 2.2 to allow for a 20' building setback. This will allow the Builder to construct driveways long enough to avoid any extended vehicles from intruding into the 20' private driveway alley at the rear of these lots. All lots will have frontage along streets meeting Right-of-Way and Pavement width requirements per County Subdivision Regulations and will be primarily accessed from the rear, privately maintained alleys. The ultimate reason for this request is to ensure the safety and navigability of the rear alleys. Please find attached to this letter as "Exhibit A" the proposed plot plan for the lots in question.

Should you have any questions, I can be reached at (512)-657-2992 or grollo@randolphtexas.com.

Respectfully,

Grant Rollo
Randolph Texas Development
Vice President

RTX

RANDOLPH TEXAS DEVELOPMENT

EXHIBIT A

*CITY ORDINANCES
**RESTRICTIVE COVENANTS
***BUILDER GUIDELINES
( ) RECORD INFORMATION

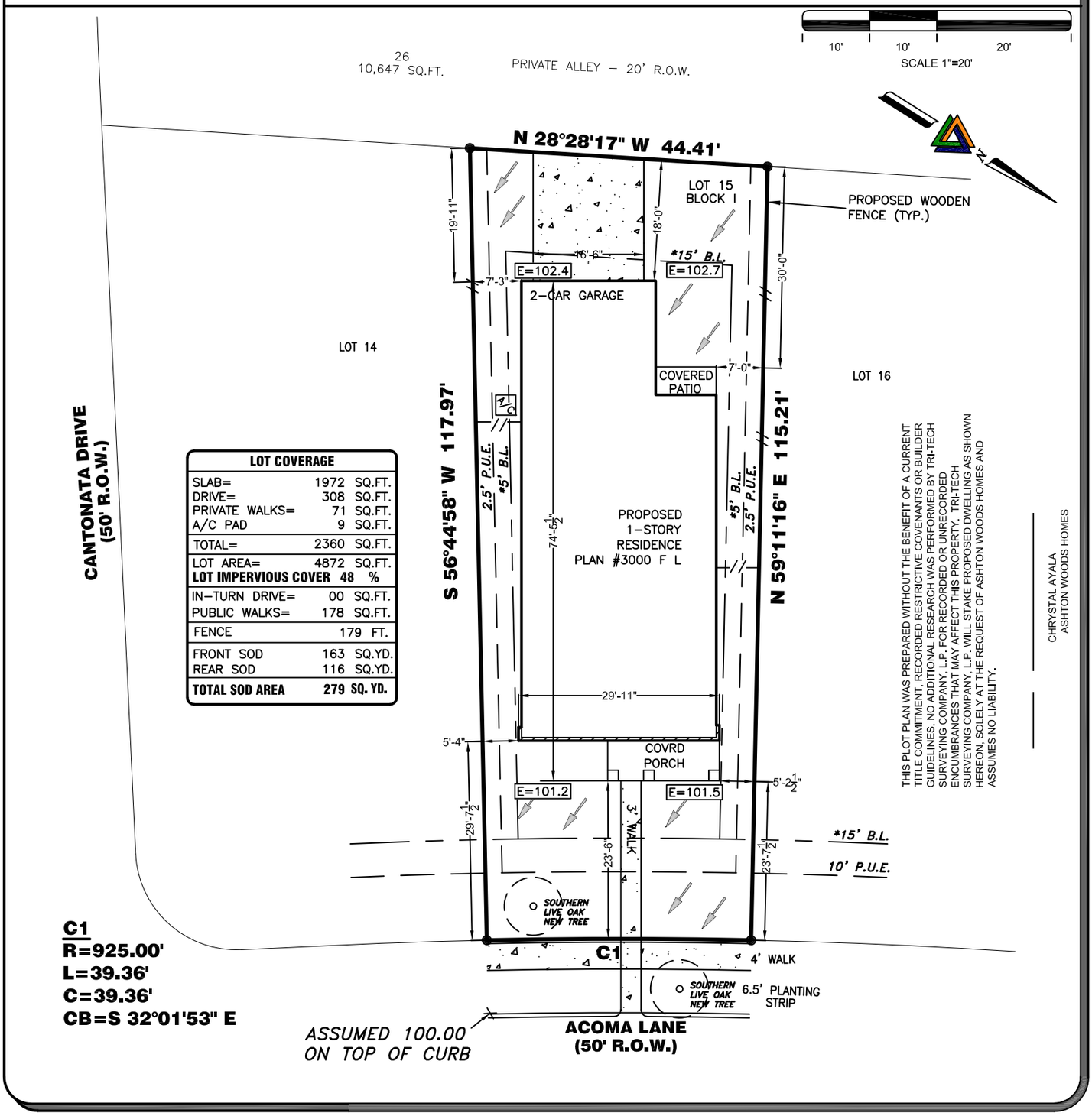
I.R. = IRON ROD
I.P. = IRON PIPE
P.L. = PROPERTY LINE
U.E. = UTILITY EASEMENT

FND. = FOUND
FNC. = FENCE
P.U.E. = PUBLIC UTILITY ESMT.
P.A.E. = PERMANENT ACCESS ESMT.

LEGEND

M.U.E. = MUNICIPAL UTILITY ESMT.
S.S.E. = SANITARY SEWER ESMT.
WL.E. = WATERLINE EASEMENT
R.O.W. = RIGHT-OF-WAY

WOOD FENCE
IRON FENCE
BUILDING LINE (B.L.)
EASEMENT LINE
AERIAL EASEMENT (A.E.)



C1
R=925.00'
L=39.36'
C=39.36'
CB=S 32°01'53" E

LOT COVERAGE		
SLAB=	1972	SQ.FT.
DRIVE=	308	SQ.FT.
PRIVATE WALKS=	71	SQ.FT.
A/C PAD	9	SQ.FT.
TOTAL=	2360	SQ.FT.
LOT AREA=	4872	SQ.FT.
LOT IMPERVIOUS COVER	**48**	**%**
IN-TURN DRIVE=	00	SQ.FT.
PUBLIC WALKS=	178	SQ.FT.
FENCE	179	FT.
FRONT SOD	163	SQ.YD.
REAR SOD	116	SQ.YD.
TOTAL SOD AREA	**279**	**SQ. YD.**

THIS PLOT PLAN WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. RECORDED RESTRICTIVE COVENANTS OR BUILDER GUIDELINES. NO ADDITIONAL RESEARCH WAS PERFORMED BY TRI-TECH SURVEYING COMPANY, L.P. FOR RECORDED OR UNRECORDED ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY. TRI-TECH SURVEYING COMPANY, L.P. WILL STAKE PROPOSED DWELLING AS SHOWN HEREON, SOLELY AT THE REQUEST OF ASHTON WOODS HOMES AND ASSUMES NO LIABILITY.

CHRYSTAL AYALA
ASHTON WOODS HOMES

PROPERTY INFORMATION

LOT 15 **BLOCK** I

SUBDIVISION:
LEANDER 61, PHASE ONE

RECORDING INFO:
DOCUMENT NO. 2019099320, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS

PLAN INFORMATION

PLAN NUMBER 3000 F L

PLAN OPTIONS:
-MASTER BATH 2

FLOOD INFORMATION

F.I.R.M. NO: 48491C **PANEL:** 0435E
REVISED DATE: 09-26-2008 **ZONE:** "X"

FLOOD INFORMATION PROVIDED HEREON IS BASED ON SCALING THE LOCATION OF THE SUBJECT TRACT ON THE FLOOD INSURANCE RATE MAPS. THE INFORMATION SHOULD BE USED TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOODING CONDITIONS. WE ARE NOT RESPONSIBLE FOR THE F.I.R.M.'S ACCURACY. FLOOD INFORMATION IS SUBJECT TO LETTER OF MAP CHANGES.

NOTES:

ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.

NOTE: PROPERTY SUBJECT TO RECORDED RESTRICTIONS, REGULATIONS, & ORDINANCES, IF ANY.

RESTRICTIVE COVENANTS AND EASEMENTS AS DEFINED PER PLAT RECORDED IN DOC. NO. 2019099320, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.

THIS PLOT PLAN DOES NOT ADDRESS EAVES, GUTTERS OR OTHER OVERHANGING STRUCTURE FEATURES, WHICH MAY PROTRUDE OVER BOUNDARY, EASEMENTS AND/ OR BUILDING LINES, UNLESS OTHERWISE SHOWN HEREON

THE SURVEY COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY CONSTRUCTION COST OR REIMBURSEMENT TO BUILDER FOR ADDITIONAL IMPROVEMENTS SHOWN OR NOT SHOWN ON SAID PLOT PLAN. THE MAIN PURPOSE OF A PLOT PLAN IS TO ESTABLISH PLACEMENT OF THE DWELLING ON THE SUBJECT PROPERTY TO AVOID ENCROACHMENTS. BUILDER SHOULD VERIFY ALL QUANTITIES AND PLACEMENT OF ALL IMPROVEMENTS.

A GROUND AND/OR AERIAL EASEMENT MAY EXIST ADJACENT TO ANY EXISTING UTILITY. OWNER AND BUILDERS SHOULD VERIFY WITH APPLICABLE UTILITY COMPANIES PRIOR TO PLANNING OR CONSTRUCTION.

ALL BUILDING LINES, RECORDED EASEMENTS, UNRECORDED EASEMENTS, BUILDING RESTRICTIONS (DEED RESTRICTIONS, ETC.) AND ZONING ORDINANCES, IF ANY, THAT AFFECT SUBJECT PROPERTY SHOULD BE VERIFIED.

OWNER/BUILDER MUST VERIFY MINIMUM PROPOSED FINISHED FLOOR REQUIREMENTS OF F.E.M.A. AND/OR LOCAL GOVERNMENT AUTHORITIES, INCLUDING APPLICABLE BENCHMARK DATUM AND ADJUSTMENT, PRIOR TO PLANNING AND/OR CONSTRUCTION.

THIS PLOT PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AT THE REQUEST OF ASHTON WOODS HOMES AND MAY NOT SHOW ALL ENCUMBRANCES OF RECORD. THE BUILDER MUST VERIFY ALL BUILDING LINES, EASEMENTS, RESTRICTIONS AND ORDINANCES, IF ANY, THAT MAY AFFECT SUBJECT PROPERTY PRIOR TO STARTING CONSTRUCTION. THIS PLOT PLAN DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. SURVEYOR RECOMMENDED A CURRENT TITLE REPORT SHOULD HAVE BEEN OBTAINED.

DRAWING INFORMATION

ADDRESS: 2425 ACOMA LANE
TRI-TECH JOB NO: SMS-AW2170-20
CLIENT JOB NO: N/A
DRAWN BY: RM/JO
BEARING BASE: REFERRED TO PLAT NORTH
FIELD DATE: 08-24-20

REVISIONS

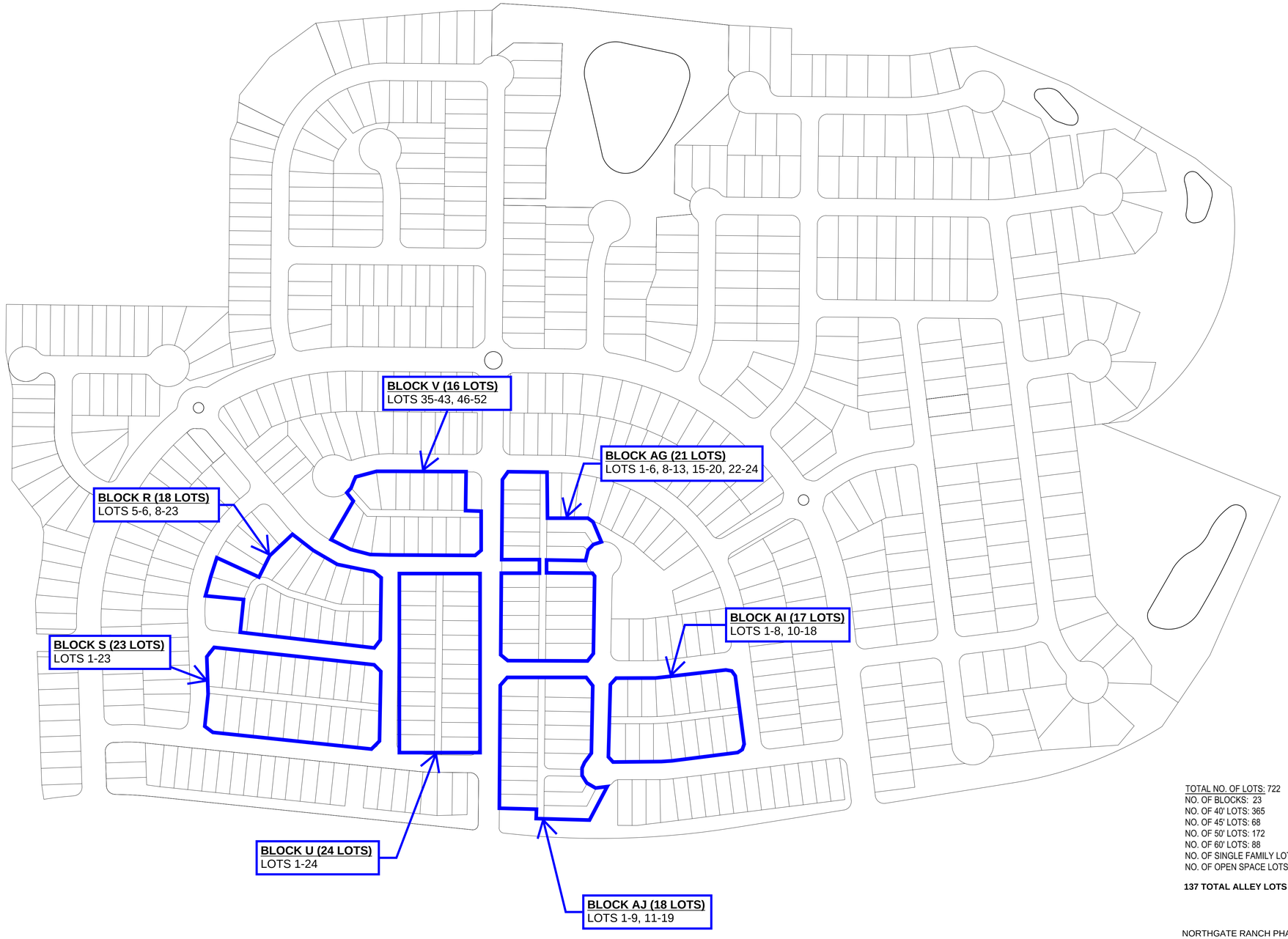
NO.	DATE	REASON	BY
1	09-10-20	CHANGED TREES TO SOUTHERN L.O.	FCL
2	09-11-20	GRADES	JO
.	.	.	.
.	.	.	.

ASHTON WOODS

PLOT PLAN
THIS IS NOT A BOUNDARY SURVEY

TRI-TECH
SURVEYING COMPANY, L.P.
155 Riverwalk Drive
San Marcos, Texas 78666
Phone: 512-440-0222
www.tritechtx.com TBPLS #10193729

© 2020, TRI-TECH SURVEYING COMPANY, L.P.



TOTAL NO. OF LOTS: 722
NO. OF BLOCKS: 23
NO. OF 40' LOTS: 365
NO. OF 45' LOTS: 68
NO. OF 50' LOTS: 172
NO. OF 60' LOTS: 88
NO. OF SINGLE FAMILY LOTS: 693
NO. OF OPEN SPACE LOTS: 29

137 TOTAL ALLEY LOTS

NORTHGATE RANCH PHASE 2 SECTIONS 6, 7, 8, 9, 10
PRELIMINARY PLAT NOTE 7:

"THE FOLLOWING LOTS ARE ALLEY LOADED LOTS:
BLOCK R, LOTS 5, 6, 8-23
BLOCK S, LOTS 1-23
BLOCK U, LOTS 1-24
BLOCK V, LOTS 35-43, 46-52
BLOCK AG, LOTS 1-6, 8-13, 15-20, 22-24
BLOCK AI, LOTS 1-8, 10-18
BLOCK AJ, LOTS 1-9, 11-19"

REV	DESCRIPTION	DATE	APR

DESIGNED BY: TDM
REVIEWED BY: JAY
DRAWN BY: LCG

BGE, INC.
101 W Louis Henna Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

NORTHGATE RANCH PHASE 2 SECTION 6-10
WILLIAMSON COUNTY, TEXAS

ALLEY LOT EXHIBIT

SHEET
1 OF 1

G:\TXC\Projects\Randolph Todd Co\8712-00-Northgate_Ph_2-Prelim_Plat_Sec_6-10\LD\01_CADD\05_Exhibits\60' SETBACK ISSUES.dwg Layout: Layout1 (2) Plotted: 8/11/2021 11:26:13 AM

Commissioners Court - Regular Session **84.**

Meeting Date: 09/14/2021

Bagdad Road North BBI Contract Amendment No. 2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the Bagdad Road North contract between Williamson County and Binkley & Barfield, Inc. relating to the 2019 Road Bond Program. Project: P343. Fund Source: Road Bonds.

Background

BBI contract amendment No. 2 amends the Exhibit D - Rate Schedule based on the CPI rate increase language from the master contract. No other changes are proposed through this amendment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BagdadRdNorth-BBI-ContractAmendment2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 11:59 AM
Form Started By: Marie Walters		Started On: 09/09/2021 11:34 AM
Final Approval Date: 09/09/2021		

CONTRACT AMENDMENT NO. _2_
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Bagdad Road / CR 279 (Loop 332 to CR 281) North ("Project")

THIS CONTRACT AMENDMENT NO. _2_ 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 Binkley & Barfield, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective April 7, 2020 (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 $3,200,000.00; 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.

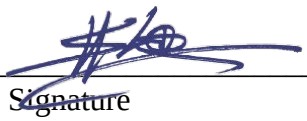
AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: 	By: _____
~~Signature~~	Signature
David Calabuig	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
8/31/2021	_____
Date	Date

New

EXHIBIT D

RATE SCHEDULE

Binkley & Barfield, Inc.
Billable Fee Schedule
Effective 10/1/21

Principal	$308.66
Sr. Project Manager	$293.71
Project Manager	$240.31
Structural Engineer	$240.31
Senior Engineer	$240.31
Project Engineer	$193.31
Design Engineer	$155.93
Process / Civil / Engineer	$182.63
Field Engineer	$168.75
Electrical & Instrumentation Engineer	$182.63
Engineer Technician	$152.73
EIT II	$139.91
Graduate Engineer / EIT I	$123.89
Crew - 2 person	$207.20
Construction Observer / Sr. Inspector	$139.91
Construction Observer / Inspector II	$130.30
Construction Observer / Inspector I	$106.80
Sr. Designator	$117.48
Designator	$101.46
Sr. Utility Coordinator	$159.82
Utility Coordinator	$148.46
Production Manager	$229.63
Production Technician	$93.98
Sr. Electrical Designer	$160.20
Sr. CADD / Designer	$170.89
CADD / Designer	$136.71
CADD Technician	$112.14
Sr. Clerical / Administrator	$95.05
Clerical / Administrator	$89.71
3D Modeling	$110.41
GIS Technician	$117.48
Sr GIS Technician	$160.20

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. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the 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.

Approved 3/13/2020

EXHIBIT D - RATE SCHEDULE

Bagdad Rd/CR 279

BGE, Inc.	
CATEGORY	**RATE**
Principal/ Director	$290.00
Senior Project Manager	$235.00
QC Manager	$280.00
Senior Engineer	$230.00
Project Engineer	$195.00
Graduate Engineer	$130.00
Senior Design Technician	$164.00
Design Technician	$120.00
Senior CADD Technician	$110.00
CADD Technician	$80.00
Environmental QA/QC Manager	$235.00
Environmental Task Leader	$190.00
GIS Technician	$110.00
Environmental Scientist	$125.00
Survey RPLS	$190.00
Survey Technician	$130.00
Survey Field Crew – 2-man crew	$170.00
Survey Field Crew – 3-man crew	$200.00
Clerical	$85.00

Approved 3/13/2020

Consultant Firm Name: Cox McLain Envl. Cons.
Prime or Sub: Sub

Discipline	Proposal - Initial Year Base Rate ($/HR)
Principal-in-Charge	$ 165.00
Project Manager	$ 150.00
Senior GIS Operator	$ 95.00
GIS Operator	$ 85.00
GIS Technician	$ 75.00
Senior Geologist	$ 110.00
Geologist	$ 90.00
Senior Environmental Planner	$ 130.00
Environmental Planner IV	$ 110.00
Environmental Planner III	$ 95.00
Environmental Planner I/II	$ 85.00
Senior Environmental Scientist	$ 110.00
Environmental Scientist IV	$ 95.00
Environmental Scientist III	$ 85.00
Environmental Scientist I/II	$ 75.00
Senior Biologist	$ 110.00
Biologist IV	$ 95.00
Biologist III	$ 85.00
Biologist I/II	$ 75.00
Senior Archeologist-Principal Investigator	$ 110.00
Archeologist IV	$ 95.00
Archeologist III	$ 85.00
Archeologist I/II	$ 75.00
Senior Field Tech (Envrionmental, Biological, Archeological)	$ 55.00
Field Tech (Envrionmental, Biological, Archeological)	$ 45.00
Senior Architectural Historian	$ 115.00
Architectural Historian	$ 90.00
Environmental Inspector	$ 85.00
Admin/Clerical	$ 65.00

Approved 3/13/2020

EXHIBIT D

RATE SCHEDULE

HDR ENGINEERING, INC.

Principal/Vice President	$ 320.00	per hour
Project Manager	$ 275.00	per hour
Senior Engineer	$ 240.00	per hour
Project Engineer	$ 160.00	per hour
Design Engineer	$ 140.00	per hour
EIT	$ 120.00	per hour
CADD Technician	$ 110.00	per hour
Senior CADD Technician	$ 150.00	per hour
Admin/Clerical	$ 90.00	per hour

New

INLAND GEODETICS, LLC

OCT. 2021

Bagdad Rd (CR 279)

SURVEY HOURLY RATE SCHEDULE

Field Crew Services

Two (2) Person Field Crew	$160.21 per hour
Three (3) Person Field Crew	$181.57 per hour
Four (4) Person Field Crew	$202.93 per hour
GPS Field Operator & Vehicle & GPS Receiver	$128.16 per hour

Crew Rates include one four wheel drive vehicle. There is no mileage charge for fully equipped field vehicles when the job site is within 50 miles of the office from which the survey crew originates. Field crew stand by time will be charged at stated rates. Field party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated. A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Office Personnel Services

Office personnel are available at fixed hourly rates.

Project Manager	$149.52 per hour
Licensed State Land Surveyor	$160.21 per hour
Registered Professional Land Surveyor	$144.18 per hour
Sr. Survey Technician	$108.94 per hour
Survey Technician	$104.66 per hour
Clerical Support	$ 61.94 per hour

Travel and Subsistence

All travel and subsistence expenses are invoiced at actual rates/cost. Cost of mileage on company owned vehicles is computed at the current IRS mileage allowance. Subsistence per-diem will be billed at current GSA rates as used by the State of Texas.

Purchased Services

All purchased services are invoiced at actual cost. These include, but are not limited to, reproduction, long distance telephone, consultants, subcontract services, rented or leased equipment, and expendable supplies.

Terms

The Client shall promptly review invoice statements and notify Inland of any objection thereto; absent such objection in writing within fifteen (15) days of the date of the invoice, the invoice shall be deemed proper and acceptable. Invoices are submitted monthly for all services rendered and are payable upon receipt unless otherwise agreed to in writing. Inland understands that payment for invoices will be received no later than 10 days from client's receipt of payment.

Exhibit D - Rate Schedule
Bagdad Rd/CR 279

New

P.E. Structural Consultants, Inc.	
CATEGORY	**RATE**
Principal Engineer	$283.04
Sr. Project Manager/VP	$234.97
Senior Structural Engineer	$224.29
Senior Struct'l QAQC Manager	$213.61
Structural Engineer/Project Manager	$194.39
Structural Project Engineer	$160.21
Structural Design Engineer	$133.51
EIT II	$119.62
EIT I	$112.15
Graduate Engineer	$80.11
Undergraduate Engineer	$64.08
CADD/Production Manager	$170.89
Senior CADD Technician	$122.83
CADD Technician	$96.13
Admin/Clerical	$80.11
DIRECT EXPENSES	
Photocopies B/W (8 1/2" X 11") (per page)	$0.15
Photocopies Color (8 1/2" X 11") (per page)	$1.00
Photocopies B/W (11" X 17") (per page)	$0.25
Photocopies Color (11" X 17") (per page)	$2.00

Rates effective October 1, 2021

EXHIBIT D – RATE SCHEDULE
BAGDAD/CR 279 (LOOP 332 - CR 281)
BINKLEY BARFIELD

Approved 3/13/2021

Raba Kistner Consultants, Inc.

Principal……..	$ 220.00
Senior Geotechnical Engineer…….	$ 195.00
Project Manager …….	$ 185.00
Geotechnical Engineer…….	$ 165.00
Engineer in Training…….	$ 135.00
Geologist …….	$ 120.00
Geotechnical Logger…….	$ 110.00
CADD Technician……	$ 95.00
Senior Geotechnical Engineering Technician…….	$ 80.00
Geotechnical Laboratory Technician……	$ 75.00
Geotechnical Engineering Technician……	$ 70.00
Admin/Clerical…….	$ 60.00

Direct Expenses

8 ½" x 11" b/w Paper Copies……	$ 0.21 per page
11" x 17" b/w Paper Copies…….	$ 0.31 per page
8 ½" x 11" color Paper Copies…….	$ 0.38 per page
11" x 17" color Paper Copies……	$ 0.45 per page
Drill Rig Mobilization (min charge)…….	$ 495.00 each
Drill Rig Mobilization…….	$ 6.50 per mile
Logger Truck …….	$ 0.85 per mile
Drilling & Sampling (Cohesive/Granular Soils)….	$ 19.50 per ft
Hollow Stem Drilling (Granular Soils)….	$ 28.00 per ft
Drilling & Sampling (Soft Rock - Limestone)……	$ 35.00 per ft
Drilling & Sampling (Hard Rock - Limestone)……	$ 42.00 per ft
Texas Cone Penetrometer……	$ 25.00 per test
Standard Penetration Testing……	$ 20.00 per test
Bentonite Backfill……	$ 3.50 per ft
Driller Standby ……	$ 195.00 per hour
Traffic Control ……	$ 3,000.00 per day
Lab Testing (Moisture Content)……	$ 15.00 per test
Lab Testing (Atterberg Limit)……	$ 105.00 per test
Lab Testing (Percent Passing No. 200 Sieve) …	$ 58.00 per test
Lab Testing (Sieve Analysis) ……	$ 85.00 per test
Lab Testing (Hydrometer) ……	$ 355.00 per test
Lab Testing (Corrosivity: Chloride,pH,Resisitivity)	$ 175.00 per test
Lab Testing (Unconfined Compression –Soil)……	$ 32.00 per test
Lab Testing (Unconfined Compression – Rock)…	$ 38.00 per test
Lab Testing (Sulfate Testing)……	$ 98.00 per test
Lab Testing (Lime Series Curve) ……	$ 410.00 per test
Lab Testing (Moisture/Density Test)……	$ 295.00 per test
Lab Testing (Resilient Modulus) ……	$ 1,800.00 per test
Lab Testing (California Bearing Ratio Test)……	$ 185.00 per test

Approved 3/13/2020

EXHIBIT D – RATE SCHEDULE
TRANSPORTATION BAGDAD ROAD
BINKLEY & BARFIELD

Surveying And Mapping, LLC

Principal	$200.00 per hour
Senior Project Manager	$175.00 per hour
Project Manager	$150.00 per hour
Senior Survey Technician	$110.00 per hour
Survey Technician	$98.00 per hour
Two (2) Person Survey Field Crew	$155.00 per hour
Three (3) Person Survey Field Crew	$195.00 per hour
Additional Rodperson, Chainperson, Flagperson	$30.00 per hour
One (1) Person Survey Field Crew	$115.00 per hour
Project Coordinator – Mobile LiDAR	$120.00 per hour
Mobile LiDAR Processing Technician	$120.00 per hour
Project Coordinator - AM	$120.00 per hour
Certified Photogrammetrist	$125.00 per hour
Analytical Triangulation Specialist	$110.00 per hour
Aerial Mapping Technician	$98.00 per hour
Orthophoto Specialist	$98.00 per hour
Mapping Editor	$98.00 per hour
Aerial Office Technician	$65.00 per hour
Project Coordinator - AP	$120.00 per hour
Aerial Processing Technician	$100.00 per hour
Project Coordinator - FWAL	$120.00 per hour
Airborne LiDAR Processing Technician	$100.00 per hour
HAL Processing Technician	$98.00 per hour
Project Coordinator - HAL	$120.00 per hour
Helicopter Flight Crew Rotary Wing Aircraft	$205.00 per hour
Helicopter LiDAR Processing Technician	$125.00 per hour
Department Manager (SUE)	$200.00 per hour
Sr. Project Manager (SUE)	$195.00 per hour
Project Manager (SUE)	$177.00 per hour
Senior Engineer (SUE)	$177.00 per hour
Utility Coordinator	$125.00 per hour
Senior Utility Coordinator	$165.00 per hour
Utilities Field Inspector	$109.00 per hour
Senior Utilities Field Inspector	$129.00 per hour
Engineer in Training	$124.00 per hour
Phase Manager (SUE)	$124.00 per hour
Senior Office Technician (SUE)	$124.00 per hour
Office Technician (SUE)	$102.00 per hour
Administrative Assistant	$78.00 per hour
Field Coordinator/ Field Supervisor	$150.00 per hour
Three (3) Person SUE Locating Crew (W/ Equipment)	$279.00 per hour
Two (2) Person SUE Field Crew (W/ Equipment)	$190.00 per hour

EXHIBIT D – RATE SCHEDULE
TRANSPORTATION BAGDAD ROAD
BINKLEY & BARFIELD

One (1) Person SUE Designating Crew (W/ Equipment)	$100.00 per hour
Vac Crew Rate (includes 1 unit with 2-man crew)	$247.00 per hour
Vac Crew Rate (overtime) (weekends, work exceeding 8 hours per day)	$265.00 per hour

Direct Expenses

Deed Copies	$2.00/Sheet
Control Monuments	$90.00/Each
Ground Target (Includes paint, panel material, etc.)	$20.00/Each
Terrestrial Laser Scanner	$100.00/Hour
LiDAR Workstation	$15.00/Hour
Helicopter Rate	$1,450.00/Hour
Fixed Wing Aircraft Rate	$1,300.00/Hour
Aerial LiDAR System	$700.00/Day
Digital Imagery Processing	$32.00/Each
LiDAR Mobile Mapping System	$6,500/Day
Aerial Photography Flight Crew (Fixed Wing Aircraft)	$205.00/Hour
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	$120.00/Hour
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	$325.00/Hour
AP Transit Miles	$12.00/Mile
AP Project Flight Miles	$32.00/Mile
AP ABGPS Processing	$3,000.00/Project
FWAL Transit Miles	$12.00/Mile
FWAL Project Flight Miles	$32.00/Mile
B&W Processing (film, development, scanning)	$10.00/Each
CIR Processing (film, development, scanning)	$10.00/Each
Color Processing (Film, development, scanning)	$15.00/Each
Digital Image Processing	$27.00/Each
Ground Penetrating Radar (Adder to Designating Crew Rate)	$400.00 / Day
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder)	$35.00 / Day
Flashing Arrow Board, warning signs (w/stands and traffic cones)	$38.00 / Day
ATV or Utility Vehicle	$75.00 / Day
Pavement Coring	$300.00 / Core
Agency As-built Information (Reproduction) Fees	$10.00 / Copy
Additional Vehicle (Required for safety or materials)	$200.00 / Day
Roadway Bonding Agent	$110.00 / bucket

Approved 3/13/2020

EXHIBIT D - RATE SCHEDULE

Bagdad Road/CR 279 from Loop 332 to CR 281

WSB & Associates, Inc.	
CATEGORY	**RATE**
Principal	$ 210.00
Sr. Project Manager	$ 200.00
Sr Project Engineer	$ 195.00
Sr. Traffic Engineer	$ 180.00
Project Engineer I	$ 145.00
Project Engineer II	$ 153.00
Project Engineer III	$ 161.00
Project Engineer IV	$ 170.00
Graduate Engineer I	$ 105.00
Graduate Engineer II	$ 115.00
Graduate Engineer III	$ 125.00
Engineering Specialist I	$ 125.00
Engineering Specialist II	$ 135.00
Engineering Specialist III	$ 145.00
Engineering Specialist IV	$ 155.00
Project Analyst I	$ 104.00
Project Analyst II	$ 112.00
Office Technician I	$ 57.00
Office Technician II	$ 62.00

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).

DIRECT EXPENSES (All Consultants)	
Photocopies B/W (8.5x11)	$0.15
Photocopies B/W (11x17)	$0.25
Photocopies Color (8.5x11)	$0.75
Photocopies Color (11x17)	$1.25
Reproduction of CD/DVD	$5.00
CD's/DVD's	$1.00
Cardstock Color (8.5"x11")	$0.50
4:x5: Digital Color Print	$0.50
Bond Paper Plot (Blueline/Blackline)	$.25
Card Stock Color (8.5x11)	$1.10
Blueline Prints (23x36)	$0
Plots (B/W on Bond)	$1.00
Plots (Color on Bond)	$2.50
Plots (Color on Photographic Paper)	$9.00
Historical Aerial Images (Photographs, Negatives, Maps)	$125.00
Maps and Map Records	$100.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Small Project (includes labor, equipment and fuel)	$2,300.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Medium Project (includes labor, equipment and fuel)	$2,850.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Large Project (includes labor, equipment and fuel)	$3,500.00
Attenuator trucks (lane/shoulder closure) (includes labor, equipment and fuel	$550.00
Attenuator trucks (no lane closures) (includes labor, equipment and fuel)	$400.00
GPS Daily Rental	$50.00
GPS Receiver (rates applied to actual time GPS units are in use)	$50.00
Hydrographics Sonar Equipment	$1,000.00
GPS RTK (rates applied to actual time GPS units are in use)	$30.00
GPS Static (rates applied to actual time GPS units are in use)	$30.00
Fathometer	$100.00

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Commissioners Court - Regular Session **85.**

Meeting Date: 09/14/2021

SE Loop Rule 11 Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Rule 11 Condemnation Settlement Agreement with Fuessel Holdings, LLC for right of way needed on the SE Loop Segment 3 project (Parcel 94) Funding Source: Road Bonds P332

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rule 11 Settlement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:36 AM
Form Started By: Charlie Crossfield		Started On: 09/09/2021 07:47 AM
Final Approval Date: 09/09/2021		

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

September 7, 2021

RULE 11 CONDEMNATION SETTLEMENT AGREEMENT

Via e-mail jkspivey@svtxlaw.com
Jim Spivey
Spivey & Valenciano, PLLC
McAllister Plaza
9601 McAllister FWY, Ste 130
San Antonio, TX 78216

Re: Williamson County—Southeast Loop
Cause No. 21-0921-CC2; *Wilco v. Fuessel Holdings, LLC*
Parcel No.: 94

Dear Jim:

Please allow this letter to constitute a Rule 11 Settlement Agreement between Williamson County, Texas ("County") and Fuessel Holdings, LLC ("your client" or "Condemnee") in connection with the project identified herein and the fee simple right of way parcel interest to be acquired as part of the County's Southeast Loop road improvement project. The terms of this Agreement and the settlement reached are as follows:

1. County agrees to pay, and your client agrees to accept, the total sum of One Million Three Hundred-Forty Thousand and No/100 Dollars **($1,340,000)** in compensation to the Condemnee in the above referenced lawsuit for the acquisition of 17.268 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 pleadings 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 September 9, 2021.

2. It is agreed that neither County nor your client will file objections to the Award of Special Commissioners in this cause so long as the Williamson

County Commissioners Court approves the $1,340,000 settlement amount on September 14, 2021.

3. Subject to Williamson County Commissioner Court approval of this agreement, County agrees to deposit $1,340,000 within the court's registry by September 23, 2021.

If this letter correctly sets forth the terms of our Rule 11 agreement and the settlement reached between the County and your client, please so indicate by having the appropriate person execute this letter in the space indicated below on behalf of the property owners.

Very truly yours,

Mylan W. Shaunfield
Sheets & Crossfield, PLLC
Attorneys for County

AGREED AND ACCEPTED:

Jim Spivey
Spivey & Valenciano, PLLC
Attorney for Fuessel Holdings, LLC

Date: 9-7-2021

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

Commissioners Court - Regular Session **86.**

Meeting Date: 09/14/2021

Flint Hills Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement Regarding Relocation of Pipeline Improvements (FM 3349 Project) with Flint Hills Resources Corpus Christi LLC. Funding Source; Road Bonds P332

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Flint Hills Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:37 AM
Form Started By: Charlie Crossfield		Started On: 09/09/2021 07:53 AM
Final Approval Date: 09/09/2021		

DocuSign Envelope ID: 1D29097C-BEFB-416E-9E13-88C16A538C41

AGREEMENT REGARDING RELOCATION OF PIPELINE IMPROVEMENTS (FM 3349 PROJECT)

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

THIS AGREEMENT REGARDING RELOCATION OF PIPELINE IMPROVEMENTS ("**Agreement**") is entered into between Flint Hills Resources Corpus Christi, LLC (the "**Company**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the Company and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the County is and has been in the process of realigning and improving a portion of FM 3349 (the "County Project"); and

WHEREAS, some of the proposed FM 3349 roadway improvements include the widening of the right-of-way into easements in which the Company's pipeline is located ("Pipeline") ; and

WHEREAS, the parties have determined that, because of the County Project, the relocation of Company's Pipeline is necessary ("Relocation Project"); and

WHEREAS, the preliminary areas for the relocation of the Pipeline affected by the County Project are attached hereto as Exhibit "A"; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall be responsible for all costs to relocate the Pipeline, including costs to acquire new easements on behalf of the Company.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
STATEMENT OF INTENT

1.01 General. The purpose of this Agreement is to provide for the parties' co-operation in the relocation of the Pipeline.

1.02 County Acquisition of Easements for Pipeline. The County will, at its own expense, acquire new easements/easement amendments on behalf of Company for the Relocation Project at the locations shown on Exhibit "A".

DocuSign Envelope ID: 1D29097C-BEFB-416E-9E13-88C16A538C41

1.03 Document Approval. For acquisition of new easements/easement amendments, the County shall utilize document templates previously provided by the Company and attached hereto as Exhibits "B-C" ("Easement Forms"). Each draft document which otherwise proposes to modify the approved Easement Forms shall be submitted to Company for approval prior to execution of the modified easement/easement amendment by the landowner.

II.
DISPUTES

2.01 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.

2.02 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 agree 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 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.

2.03 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.

DocuSign Envelope ID: 1D29097C-BEFB-416E-9E13-88C16A538C41

III.
GENERAL PROVISIONS

3.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

3.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

3.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues available to the Party for such purpose.

3.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

3.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

3.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

3.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

3.08 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; or (ii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

COMPANY:
Flint Hills Resources, LLC
ATTN: William Randy Couch
8125 Up River Rd
Corpus Christi, Texas 78409
Telephone: (361) 878-5486

COUNTY:
Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Bill Gravell
Telephone: (512) 943-1577

3.09 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

DocuSign Envelope ID: 1D29097C-BEFB-416E-9E13-88C16A538C41

3.10 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

(*SIGNATURES ON THE FOLLOWING PAGES*)

FLINT HILLS RESOURCES CORPUS CHRISTI, LLC:

DocuSigned by:
By: Lance Baker
D12C50DB08184E8...

Printed Name: Lance Baker

Title: Operations Manager

Date: August 30, 2021

ATTEST:

Nancy Rister, County Clerk

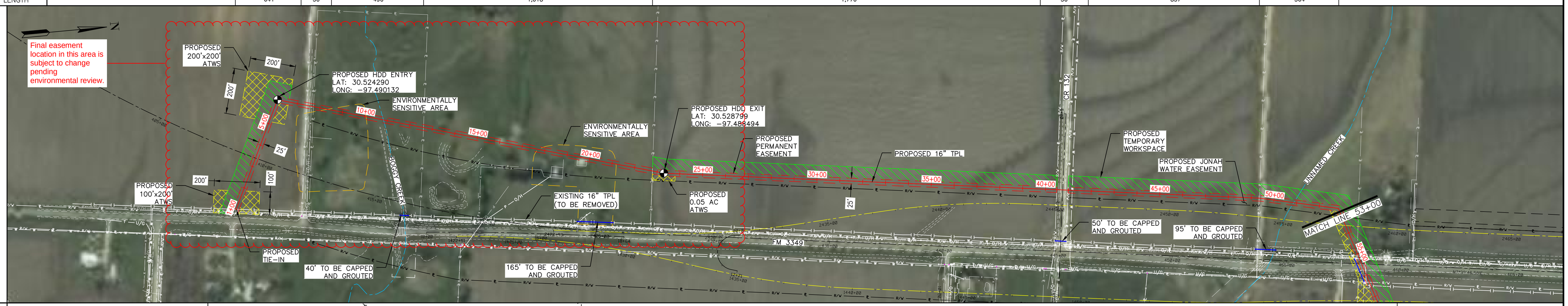
WILLIAMSON COUNTY:

By: _____
William Gravell, Jr., County Judge

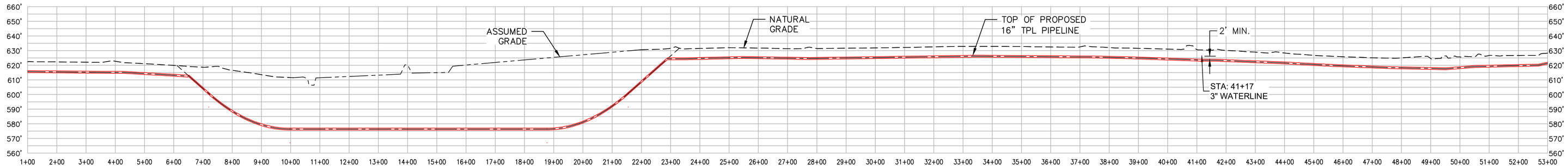
Date: _____

EXHIBIT "A"

TRACT NO. & OWNERSHIP		XXX WALNUT CORNER LLC	XXX DRIVEWAY	XXX CITY OF HUTTO	XXX F.M. 3349 HOLDINGS LLC	WM-6A MORRIS W. KRUEGER & MICHAEL R. KRUEGER	XXX COUNTY ROAD 132	XXX MICHAEL R. KRUEGER	XXX CYNTHIA D. KRUEGER	
	1+00	7+41	7+71	12+61	22+79	40+49	40+99	49+36	53+00	
LENGTH		641'	30'	490'	1,018'	1,770'	50'	837'	364'	



1+00 STA: 1+00 PROPOSED TIE-IN PI 71°13'31" LT.
STA: 6+11 HDD ENTRY POINT PI 80°02'34" RT.
STA: 7+41 ROAD R/W
STA: 7+48 C/L ROAD
STA: 7+71 ROAD R/W
STA: 8+34 ENTER ENVIRONMENTALLY SENSITIVE AREA
STA: 10+05 EXIT ENVIRONMENTALLY SENSITIVE AREA
STA: 10+82 C/L BOGGY CREEK
STA: 17+73 ENTER ENVIRONMENTALLY SENSITIVE AREA
STA: 21+17 EXIT ENVIRONMENTALLY SENSITIVE AREA
STA: 23+30 HDD EXIT POINT PI 8°20'19" LT.
STA: 40+49 ROAD R/W
STA: 40+76 C/L CR 132
STA: 40+99 ROAD R/W
STA: 49+38 PI 5°00'26" RT.
STA: 50+87 C/L UNNAMED CREEK
STA: 52+84 PI 59°53'53" RT.
53+00



0' 100' 200' 400'
SCALE: 1" = 200' HORIZONTAL

0' 20' 40' 80'
SCALE: 1" = 40' VERTICAL

DF/MOP	0.72/1440 PSIG			
MATERIAL	1+00 (18)	6+11 (18)	5,200' (1)	52+84 (18) 53+00
BUOYANCY AND EROSION CONTROL	T.B.D.			
WETLANDS/WATERWAYS	1+00 NONE			53+00
CONSTRUCTION METHOD	OPEN CUT	HORIZONTAL DIRECTIONAL DRILL	OPEN CUT	
AC/CP MITIGATION	T.B.D.			
MIN DEPTH OF COVER	6'	VARIES	6'	
SOIL SEGREGATION	T.B.D.			
REFERENCE DRAWINGS	FM3349-TPL-501	FM3349-TPL-201		

LEGEND

- CENTERLINE
- EASEMENT LINE
- EDGE OF ROAD
- EDGE OF WATER
- FENCE LINE
- FOC FIBER OPTIC LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- OVERHEAD POWER LINE
- OVERHEAD TELEPHONE
- PIPELINE
- PROPERTY LINE
- PROPERTY LINE AND R.O.W.
- DITCH CENTERLINE
- SEWER LINE
- SLOPE TOP OR TOE
- TRAIL
- UNDERGROUND POWER LINE
- UNDERGROUND TELEPHONE
- WATER LINE
- PROPOSED PIPELINE
- BENCHMARK
- BORE LOCATION
- ELECTRIC JUNCTION BOX
- ELECTRIC METER
- ELECTRIC PULL BOX
- FENCE CORNER
- FIBER OPTIC VAULT
- FIRE HYDRANT
- GATE
- GUY ANCHOR
- LIGHT POLE
- MAILBOX
- MARKER
- MISCELLANEOUS FEATURE
- MONUMENT
- POST
- POWER POLE
- SANITARY SEWER MANHOLE
- SIGN
- TELEPHONE MANHOLE
- TELEPHONE VAULT
- UNKNOWN MANHOLE
- UNKNOWN VAULT
- VALVE
- VENT PIPE
- WARNING SIGN
- WATER VALVE
- WATER VAULT
- WELL
- ELECTRIC VAULT
- CULVERT OVERFLOW
- PROPOSED FEATURES
- EXISTING FEATURES
- PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TWS
- TEMPORARY CONSTRUCTION ENTRANCE
- HDD ENTRY/EXIT

NOTES & LEGEND

NO.	DESCRIPTION	QTY./FT.
1	PIPE 16.00" O.D., 0.375" W.T., API 5L-X65, PSL2, FBE & ARO COATING	5,200 LF
18	INDUCTION BEND	3 EA

MATERIAL SUMMARY

DRAWING NO.	TITLE
600-60001040-ASMap-B-23	TEXAS PIPELINE - AUSTIN TO WACO, 16in.
600-60001040-ASMap-B-24	TEXAS PIPELINE - AUSTIN TO WACO, 16in.
FM3349-TPL-501	TIE-IN DETAIL
FM3349-TPL-201	HDD#1 - BOGGY CREEK CROSSING

REFERENCE DRAWINGS

NO.	DATE	DESCRIPTION	DRAWN	ENG.	APP.	IFB	IFC
A	07/23/2021	ISSUED FOR REVIEW - SITE WALK	JTT	CGF	EJL		
B	08/11/2021	ISSUED FOR REVIEW - PERMITTING	JTT	CGF	EJL		

REVISIONS

FLINT HILLS resources

16" TPL (AUSTIN TO WACO)
PIPELINE RELOCATION
1+00 TO 53+00
ALIGNMENT SHEET

WILLIAMSON COUNTY, TEXAS

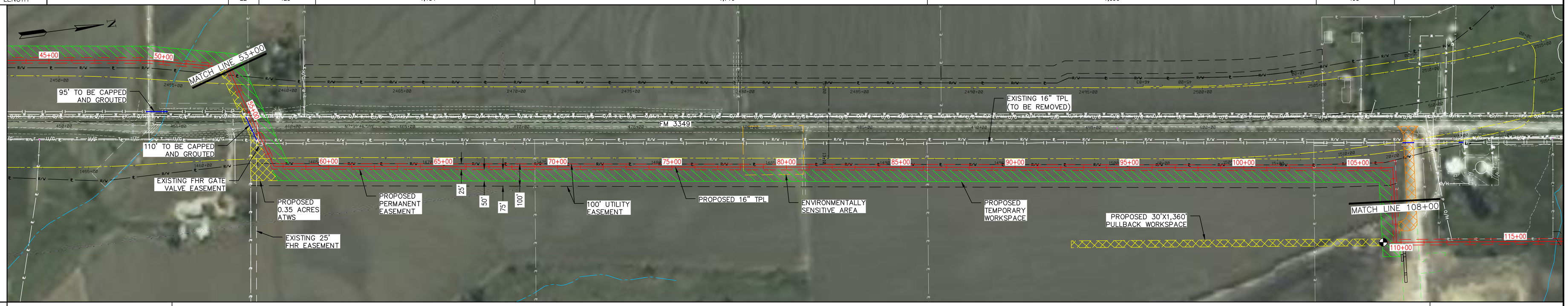
DRAWN BY:	CHECKED BY:	APPROVED BY:	SCALE:
BMCD	CGF	EJL	1"=200'

DATE: 06/29/2021 | DRAWING NO: FM3349-TPL-101-RCR | SHEET 1 OF 3 | B

\\bmcd\dfs\Clients\TND\FlintHills\134557_TaylorReloc\Design\Pipeline\CADD Working\Civil\FM3349-TPL-101-103.dwg

TRACT NO. & OWNERSHIP		XXX CYNTHIA D. KRUEGER	XXX F.M. 3349	XXX RCR TAYLOR LAND LP	XXX RCR TAYLOR LAND LP	XXX RCR TAYLOR LAND LP	XXX RCR TAYLOR LAND LP	
	53+00	53+22	57+47	69+01	86+17	103+07	108+00	
LENGTH		22'	425'	1,154'	1,716'	1,690'	493'	

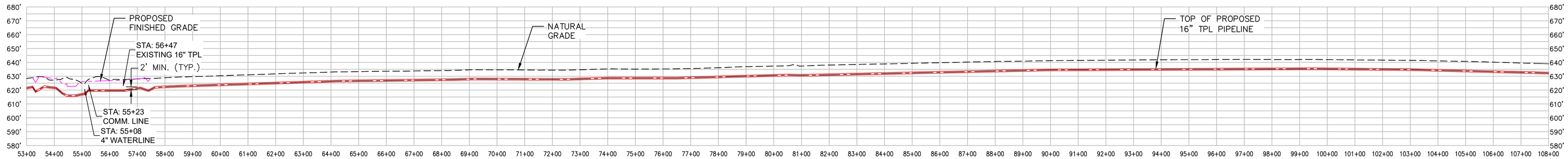
PLAN VIEW



STATIONING

53+00
STA: 53+22 PROPOSED R/W
STA: 54+80 FENCE
STA: 55+20 OH POWERLINE
STA: 55+23 EXISTING R/W
STA: 55+62 C/L FM 3349
STA: 55+85 EXISTING BLOCK VALVE AND RECTIFIER R/W
STA: 56+33 EXISTING R/W
STA: 57+47 PROPOSED R/W
STA: 57+60 PI 64°54'47" LT.
STA: 80+75 C/L ROAD
STA: 80+77 EXIT ENVIRONMENTALLY SENSITIVE AREA
STA: 106+52 PI 90°00'00" RT.
108+00

PROFILE



0' 100' 200' 400'
SCALE: 1" = 200' HORIZONTAL

0' 20' 40' 80'
SCALE: 1" = 40' VERTICAL

DF/MOP		0.72/1440 PSIG	
MATERIAL	53+00	18 57+60 — 5,500' — 18 106+52; 1	108+00
BUOYANCY AND EROSION CONTROL		T.B.D.	
WETLANDS/WATERWAYS	53+00	NONE	108+00
CONSTRUCTION METHOD		OPEN CUT	
AC/CP MITIGATION		T.B.D.	
MIN DEPTH OF COVER		6'	
SOIL SEGREGATION		T.B.D.	
REFERENCE DRAWINGS			

LEGEND

- CENTERLINE
- EASEMENT LINE
- EDGE OF ROAD
- EDGE OF WATER
- FENCE LINE
- FIBER OPTIC LINE
- MAJOR CONTOUR
- MINOR CONTOUR
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- DITCH CENTERLINE
- SEWER LINE
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- UNKNOWN VAULT
- VALVE
- VENT PIPE
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- WELL
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- CULVERT OVERFLOW
- PROPOSED FEATURES
- EXISTING FEATURES
- PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TWS
- TEMPORARY CONSTRUCTION ENTRANCE
- HDD ENTRY/EXIT

NOTES & LEGEND

NO.	DESCRIPTION	QTY./FT.
1	PIPE 16.00" O.D., 0.375" W.T., API 5L-X65, PSL2, FBE & ARO COATING	5,500 LF
18	INDUCTION BEND	2 EA

MATERIAL SUMMARY

DRAWING NO.	TITLE
600-60001040-ASMap-B-24	TEXAS PIPELINE - AUSTIN TO WACO, 16in.
600-60001040-ASMap-B-25	TEXAS PIPELINE - AUSTIN TO WACO, 16in.

REFERENCE DRAWINGS

NO.	DATE	DESCRIPTION	DRAWN	ENG.	APP.	IFB	IFC
A	07/23/2021	ISSUED FOR REVIEW - SITE WALK	JTT	CGF	EJL		
B	08/11/2021	ISSUED FOR REVIEW - PERMITTING	JTT	CGF	EJL		

REVISIONS

FLINT HILLS resources

16" TPL (AUSTIN TO WACO) PIPELINE RELOCATION 53+00 TO 108+00 ALIGNMENT SHEET

WILLIAMSON COUNTY, TEXAS

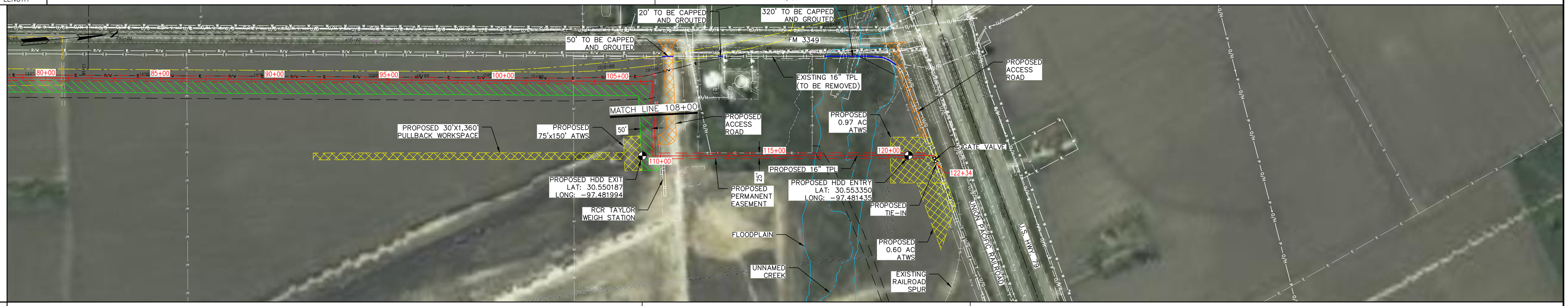
DRAWN BY:	CHECKED BY:	APPROVED BY:	SCALE:
BMCD	CGF	EJL	1"=200'
DATE: 06/29/2021	DRAWING NO: FM3349-TPL-102-RCR	SHEET 2 OF 3	B

Aug 10, 2021 - 3:34pm jttoney

\\bmce\vdfs\Clients\TND\FlintHills\134557_ToylorReloc\Design\Pipeline\CADD\Working\Civil\FM3349-TPL-101-103.dwg

TRACT NO. & OWNERSHIP		XXX RCR TAYLOR LAND LP	
LENGTH	108+00	1,434'	122+34

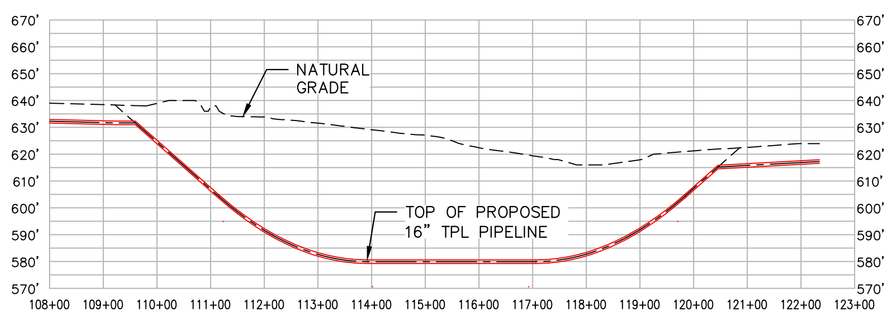
PLAN VIEW



STATIONING

108+00	STA: 109+79 HDD EXIT POINT, 57' RT. PI 90°00'00" LT.	STA: 112+24 OH POWERLINE	STA: 118+16 C/L UNNAMED CREEK	STA: 120+86 HDD ENTRY POINT STA: 121+58 RAILROAD R/W STA: 121+94 PI 69°24'12" RT. STA: 122+14 CUT/FILL LIE STA: 122+34 PROPOSED TIE-IN	122+34

PROFILE



0' 100' 200' 400'
SCALE: 1" = 200' HORIZONTAL

0' 20' 40' 80'
SCALE: 1" = 40' VERTICAL

DF/MOP		0.72/1440 PSIG		
MATERIAL	108+00	18 at 109+79 to 18 at 121+94; 1,434'; 1		122+34
BUOYANCY AND EROSION CONTROL		T.B.D.		
WETLANDS/WATERWAYS	108+00	NONE		122+34
CONSTRUCTION METHOD		OPEN CUT	HORIZONTAL DIRECTIONAL DRILL	OPEN CUT
AC/CP MITIGATION		T.B.D.		
MIN DEPTH OF COVER		6'	VARIES	6'
SOIL SEGREGATION		T.B.D.		
REFERENCE DRAWINGS		FM3349-TPL-202		FM3349-TPL-502

NOTES & LEGEND

LEGEND

- CENTERLINE
- EASEMENT LINE
- EDGE OF ROAD
- EDGE OF WATER
- FENCE LINE
- FIBER OPTIC LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- OVERHEAD POWER LINE
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- EXISTING FEATURES
- PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TWS
- TEMPORARY CONSTRUCTION ENTRANCE
- HDD ENTRY/EXIT

MATERIAL SUMMARY

NO.	DESCRIPTION	QTY./FT.
1	PIPE 16.00" O.D., 0.375" W.T., API 5L-X65, PSL2, FBE & ARO COATING	1,434 LF
18	INDUCTION BEND	2 EA

REFERENCE DRAWINGS

DRAWING NO.	TITLE
600-60001040-ASMap-B-25	TEXAS PIPELINE - AUSTIN TO WACO, 16in.
600-60001040-ASMap-B-26	TEXAS PIPELINE - AUSTIN TO WACO, 16in.
FM3349-TPL-502	TIE-IN DETAIL
FM3349-TPL-202	HDD@2 - UNNAMED CREEK CROSSING

REVISIONS

NO.	DATE	DESCRIPTION	DRAWN	ENG.	APP.	IFB	IFC
A	07/23/2021	ISSUED FOR REVIEW - SITE WALK	JTT	CGF	EJL		
B	08/11/2021	ISSUED FOR REVIEW - PERMITTING	JTT	CGF	EJL		

FLINT HILLS resources

16" TPL (AUSTIN TO WACO)
PIPELINE RELOCATION
108+00 TO 122+34
ALIGNMENT SHEET

WILLIAMSON COUNTY, TEXAS

DRAWN BY:	CHECKED BY:	APPROVED BY:	SCALE:
BMCD	CGF	EJL	1"=200'

DATE:	DRAWING NO:	SHEET	OF	
06/29/2021	FM3349-TPL-103-RCR	3	3	B

Z:\Clients\TND\FlintHills\134557_TaylorReloc\Design\Pipeline\CADD Working\Civil\FM3349-TPL-101-103.dwg Aug 11, 2021-4:52pm jttoney

EXHIBIT "B"

DOCUMENT DRAFTED BY:
Flint Hills Resources, LC
3120 117th St. E.
Inver Grove Heights, MN 55077
WHEN RECORDED, MAIL TO:
Same as above
Attn: ROW Department – NAB

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.

AMENDMENT TO PIPELINE EASEMENT RIGHT OF WAY GRANT

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

This Amendment to Right of Way Grant (the "***Amendment***") is dated and effective as of _____, 2021 (the "Effective Date"), by and between _____ ("***Grantor***"), and FLINT HILLS RESOURCES CORPUS CHRISTI, LLC, a Delaware limited liability company ("***Grantee***").

Existing Easement Recitals ("Easement"):

1. Easement granted

2. Easement granted

3. Assignment and Assumption Agreement by and between Flint Hills Resources, LP, a Delaware limited Partnership ("Assignor") and Flint Hills Resources Corpus Christi, LLC, a Delaware limited liability company ("Assignee") effective November 1, 2010, recorded in Document 2010078119, Official Records of Williamson County, Texas.

Grantor and Grantee now wish to amend the Easement as set forth herein.

NOW THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee amend the Easement as follows:

1. New Right-of-Way. The Easement is hereby amended to add the _____ acre right-of-way and easement described in Exhibit A (the "New Right-of-Way"), which is attached hereto and incorporated herein by reference, as part of the Easement property. As of the Effective Date, the Easement shall apply in full force and effect to the New Right-of-Way, as well as that right-of-way originally set forth in the Easement.

2. **Temporary Workspace**. The Easement is further amended to allow Grantee, its employees, agents, contractors, and subcontractors, to use up to fifty feet (50') of property immediately adjacent to the New Right-of-Way and Easement, as temporary workspace during new construction, removal of the pipeline being replaced, and future maintenance, as necessary.

3. **Future Release.** Grantee agrees that upon completion of construction of the replacement pipeline in the New Right-of-Way and removal of the pipeline being replaced, to release the right-of-way no longer needed as a result of the relocation of the pipeline and record the release in the records of Williamson County, Texas.

4. **Parties Bound.** This Amendment shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective permitted successors and assigns, as provided in the Easement. Except as amended by the terms of

this Amendment, the Easement and the rights and obligations of the Grantor and Grantee thereunder shall be and remain in full force and effect and are hereby ratified and affirmed.

5. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

6. **Governing Law**. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Texas.

Signatures on following page

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective on the Effective Date.

GRANTOR:

_____

STATE OF TEXAS §
§
COUNTY OF _____ §

Subscribed and sworn to before me this _____ day of _____, 2021, by _____, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

GRANTOR:

_____

STATE OF TEXAS §
§
COUNTY OF _____ §

Subscribed and sworn to before me this _____ day of _____, 2021, by _____, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

ACCEPTED:

FLINT HILLS RESOURCES
CORPUS CHRISTI, LLC

By: _____
Printed Name: Phil Gaarder
Title: Executive Vice President-Operations

STATE OF_____ §
§
COUNTY OF _____ §

Subscribed and sworn to before me this _____ day of _____, 2021, by Phil Gaarder, the Executive Vice President-Operations of Flint Hills Resources Corpus Christi, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of _____
Printed Name: _____
My Commission Expires: _____

EXHIBIT "C"

RECORDING REQUESTED BY:
_____
_____
_____
WHEN RECORDED, MAIL TO:
Same as above
Attn: _____

_____
SPACE ABOVE FOR RECORDER'S USE

EASEMENT AGREEMENT

For and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, _____ ("Grantor"), does hereby grant unto **FLINT HILLS RESOURCES CORPUS CHRISTI, LLC, a Delaware limited liability company** ("Grantee"), having offices at 4111 East 37th Street North, Wichita, Kansas 67220, its successors and assigns, a right of way and easement on the terms set forth in this Easement Agreement.

1. Pipeline Easement. Grantor grants Grantee a right of way and easement (the "Easement") to construct, maintain, operate, repair, replace, protect, and remove one (1), sixteen (16) inch pipeline the for the transportation of oil, gas and other petroleum products, said Easement being the width of the pipeline only and more particularly identified and described in Exhibit A, which exhibit is attached hereto and made a part hereof, together with the right to construct, operate, maintain, repair, replace, protect, and remove appurtenances to the above described pipeline (such pipeline and appurtenances being hereinafter referred to as the "Facilities"), together with the right of ingress and egress to and from said Facilities along said Easement (or other route approved in advance by Grantor) for the purpose herein granted, subject to the provisions hereof.

2. Ingress/Egress. Grantee agrees that its right of ingress and egress is limited to the Easement (or other route approved in advance by Grantor) and to existing public roadways intersecting said Easement.

3. Temporary Construction Workspace. During the initial installation and construction of the Facilities, Grantee shall have and is hereby granted a temporary workspace (the "Temporary Construction Workspace") as depicted and described in Exhibit A, or if not otherwise shown then of fifty 50 feet in width on one side of the area described on Exhibit A attached hereto. Grantee, its surveyors, agents, contractors, subcontractors and their respective employees may enter upon the Temporary Construction Workspace and may temporarily place and store equipment and materials on the Temporary Construction Workspace as necessary for installation and construction of the Facilities. Upon completion of the installation of the Facilities, Grantee will restore the Temporary Workspace, as nearly as practical, to the condition existing on the date hereof. Grantee's right to use the Temporary Construction Workspace will terminate and expire on the completion of the installation of the Facilities, but in no event longer than one year from the date of this Easement.

4. Temporary Workspace. After initial construction of the Facilities, Grantee may use such workspace alongside and adjacent to the Facilities as needed for the purposes of maintenance, repair, inspection, and replacement of the Facilities, if and only if such property is available and not already occupied by a building, obstruction, utility, facility, pipeline or other structure, and only after first obtaining approval from Grantor, which shall not be unreasonably withheld. Upon completion of any

such maintenance, repair, inspection, or replacement, Grantee shall restore Grantor's property to the condition existing immediately prior to Grantee's use.

5. Legal Requirements. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing and other legal requirements (the "Legal Requirements") and Grantor's current rules and regulations, particularly, but not limited to, those regarding safety, cleanup and distribution and removal of soil. Grantee agrees to construct the Facilities in a prudent manner, in compliance with all Legal Requirements and good industry practices, and with due care for Grantor's property, business and operations. Grantee shall conduct its activities in such a manner as to not unduly interfere with or cause a disruption to Grantor's business, operations and property or those of other third parties crossing the Easement.

6. As-Built Survey. Upon completion of the construction of the Facilities, Grantee shall provide a copy to Grantor of the "as-built" survey showing the location of the Facilities. In the event that the actual location of the Facilities is, in Grantor's reasonable judgment, substantially different from the location of the Facilities as described on Exhibit A, Grantor and Grantee shall execute and file of record a "Correction Easement" that correctly shows the actual location of the completed Facilities.

7. Grantor's Reserved Rights. Grantor hereby reserves for itself, its successors and assigns, the right to use the Easement for any purpose and in any manner, including, but not limited to, the right to construct or to permit others to construct other pipelines alongside of and/or adjacent to Grantee's Facilities, the right to cross or to permit others to cross under or over Grantee's Facilities with pipelines, roads, streets, railroads, water lines, sewer lines, and other utilities or facilities, so long as such use does not interfere with the rights of Grantee hereunder.

8. **Indemnification. Grantee agrees to indemnify, defend, and hold Grantor, its related companies and affiliates, and their officers, directors, employees, and agents (collectively referred to hereinafter as "Indemnitees"), harmless from and against any and all claims, strict liability claims, demands, and causes of action (collectively, "Claims") for damage to property or the environment or injury to or death of persons that may in any way result from, grow out of, or arise in connection with the exercise by Grantee of any of the rights herein granted, except to the extent that such Claims result from Indemnitees' negligence.**

9. Relocation. During the term of this Easement Agreement, if Grantor determines that the location of the Facilities interferes with Grantor's use or development of Grantor's property, Grantor shall give Grantee written notice and Grantee agrees to relocate (within sixty (60) days after the request) the Facilities to another location on Grantor's property, at Grantee's expense. Grantor agrees to amend this Easement Agreement insofar as may be necessary to properly describe the new location of the Facilities.

10. Term/Abandonment. This Easement Agreement shall be effective as of the Effective Date and shall be perpetual. Notwithstanding the foregoing, if Grantee should abandon or cease to use or maintain the Facilities for a consecutive period of twelve (12) months or longer, then the Easement and the rights herein granted shall automatically terminate and revert to, and become property of, Grantor, its successors and assigns, without the necessity of Grantee executing a conveyance or release of same. Further, Grantee shall, at its sole cost and expense, within twelve (12) months following such termination, remove the abandoned Facilities and restore the land, including but not limited to surface or subsurface materials, ground water, soils and similar materials, to its condition on the date hereof, as nearly as practical. If Grantee fails to remove the Facilities and restore the land as provided for above, then Grantor, its successors and assigns, may at its sole option and at Grantee's sole expense, remove said Facilities and restore the land as provided for above. Underground pipelines may be abandoned in place if such

abandonment is (a) approved in writing by Grantor, in Grantor's sole discretion, and (b) does not present a hazard to or unduly interfere with Grantor's intended use of the Easement.

11. No Warranty. Grantor makes no warranties or representations regarding the present condition of the Easement and Grantee accepts the Easement in its "as-is" condition, without warranty of title and subject to all other easements, exceptions, reservations, rights, and encumbrances, either of record or evidenced physically on the Easement.

12. No Fee or Mineral Conveyance. It is understood that this grant of an Easement does not constitute a conveyance of the land described herein or of the minerals therein and thereunder but grants only the rights provided above.

13. Assignment. The rights granted herein shall not be assigned by Grantee without the written consent of Grantor, which consent shall not be unreasonably withheld.

14. Burdens Run with the Land. The obligations undertaken by Grantee hereunder shall be deemed covenants running with the land.

WITNESS the execution hereof this _____ day of _____, 2021 ("Effective Date").

[signature pages follow]

GRANTOR:

By:_____

Printed Name:_____

Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2021, by _____, the _____, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

[Seal]

GRANTOR:

FLINT HILLS RESOURCES CORPUS CHRISTI, LLC,
a Delaware limited liability company

By:_____

Printed Name:_____

Title:_____

STATE OF KANSAS §
§
COUNTY OF SEDGWICK §

This instrument was acknowledged before me on the ___ day of _____, 2021

, by Phil Gaarder as Executive Vice President - Operations for Flint Hills Resources Corpus Christi, LLC, a Delaware limited liability company, on behalf of said limited liability Company.

_____
Notary Public, State of_____
Printed Name of Notary: _____
[Seal] My Commission Expires: _____

Exhibit A

Commissioners Court - Regular Session **87.**

Meeting Date: 09/14/2021

CR 176 Relocation Claim

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a claim for actual moving expenses for right of way acquired on the CR 176 project (Parcel 5) with Thomas and Melissa Diaz. Funding Source: Road Bonds P241

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:38 AM
Form Started By: Charlie Crossfield		Started On: 09/09/2021 07:56 AM
Final Approval Date: 09/09/2021		

Memo

Date:	August 30, 2021
Project:	County Road 176
To:	Don Childs, Sheets & Crossfield, P.C.
From:	Rhonda Young, R/W-RAC, Relocation Agent, HDR Engineering, Inc.
Subject:	Parcel 5 Direct Payment to Vendor Request

Please find below, the request for Direct Payment to Vendor request, in the amount of $1,380. Enclosed are the following documents:

- Certification of Eligibility
- Actual Cost Move Claim Form
- Direct Payment to Vendor Form
- W-9 Form

Should any additional information be needed to process this request, please contact me at 512-685-2971 or by email at Rhonda.young@hdrinc.com.

CERTIFICATION OF ELIGIBILITY

Highway: CR 176
Parcel: 5
Displacee: Thomas D. Diaz, III and Melissa R. Sharpe-Diaz

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.

Thomas D. Diaz, III — Date:2/9/18

Melissa R. Sharpe-Diaz — Date:2/9/18

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant — Date:_____

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Thomas D. Diaz and Melissa R. Sharpe-Diaz	Parcel No: 5 ROW CSJ: N/A	County: Williamson Project No.: N/A

☒ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

2. Address of Property Acquired by State:
656 CR 176
Georgetown, TX 78628

Claimant's Telephone No.: 703-362-0039

3. Address Moved To:
401 CR 226
Florence, TX 76527

4. Occupancy of Property Acquired by State:

From (Date):	To (Date of Move):
2013	8/20/21

☒ Owner/Occupant ☐ Tenant

5. Distance Moved: 25 Miles

7. Mover's Name and Address:
Eagle Towing & Recovery, Inc.
2305 W Howard Ln
Austin, TX 78728

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	10	12	2017
b. Date Property Acquired	10	23	2018
c. Date Required to Move	11	26	2018

8. Property Storage
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	$1,380
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	**$1,380**

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.

Thomas D. Diaz

Melissa R. Sharpe-Diaz

Date of Claim: 8/30/21

Spaces Below to be Completed by State

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 $ 1,380

Date 8/30/21

Approved by:

R99

AGREEMENT FOR DIRECT PAYMENT TO VENDOR

County: Williamson
Highway: CR 176
Parcel: 5

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to Darryl Flood Workplace Services This agreement is void without a signed scope of work attached. Sheets & Crossfield, P.C. reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. Darryl Flood Workplace Services understands anything not included in the attached scope of work must be pre-approved by Sheets & Crossfield, P.C. in order to ensure its eligibility for reimbursement. Vendor understands that the Sheets & Crossfield, P.C. will not be able to make any reimbursements for the pre-approved scope of services until displace authorizes release of the payment.

Displacee's Signature — Date: 6/8/2021

Melissa SharpeDiaz
Displacee's Name (Printed)

Vendor's Signature — Date

Vendor's Name (Printed)

Lisa Dworaczyk
Sheets & Crossfield, P.C. Signature — Date: 6/8/2021

Lisa Dworaczyk
Sheets & Crossfield, P.C. Name (Printed)

Commissioners Court - Regular Session **88.**

Meeting Date: 09/14/2021

Possession and Use Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Jonah Water Special Utility District for right of way needed on the SE Loop Project (Parcel 82) Funding Source: Road Bonds P332

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jonah PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:39 AM
Form Started By: Charlie Crossfield		Started On: 09/09/2021 07:59 AM
Final Approval Date: 09/09/2021		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 82
COUNTY OF WILLIAMSON	§	Project: FM 3349 / South East Loop

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **JONAH WATER SPECIAL UTILITY DISTRICT** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of portions of the Grantor's property for the purpose of constructing the FM 3349 / South East Loop Project and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibit "A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid or otherwise agreed to by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor and Grantee covenants, warranties, and obligations under this Agreement, the County and Grantor agree to postpone proceeding with a formal condemnation suit so that the parties may engage in additional good faith efforts to negotiate all available monetary and non-monetary compensation alternatives for acceptable conveyance of the Property upon terms which are acceptable to the parties herein. The County will be entitled to take possession and use of the Property upon full execution and recording of this document by County in the Official Records of Williamson County, subject to the conditions in paragraph 13 below, if any. The parties agree that the conditions and representations in this Agreement represent adequate and full compensation for the possession and use of the Property.

3. The effective date of this Agreement will be the date on which the final required party executes the Agreement (the "Effective Date").

4. The Grantor warrants and represents by, through, or under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances (and any subsequent updates prior to the Effective Date), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect as of the Effective Date.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings, except as such removal or construction of improvements may impact or damage the Remainder. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until sixty (60) days after entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor and Grantee to continue negotiations for monetary and/or non-monetary alternative forms of compensation for the Property which is acceptable to both parties. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.

10. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

12. It is agreed the County will record this document.

13. Other conditions:

    (a) If Grantor determines in good faith that that parties are unable to agree upon any monetary or non-monetary compensation to acquire the Property, upon written request from Grantor the County shall proceed with any remaining statutory prerequisites to filing a condemnation suit to acquire the Property, and shall schedule a Special Commissioners hearing for any legally available acquisition of the Property within one hundred twenty (120) days following such request.

    (b) Should there be a Special Commissioners' Award ("Award") in any future condemnation suit to acquire the Property, the County shall tender the amount of such Award to the registry of the court within 30 (thirty) days of the date that the Award document is filed with the applicable court.

14. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration (if any) recited herein:

Tenants: N/A

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

JONAH WATER SPECIAL UTILITY DISTRICT

By: _____

Name: Bill Brown

Its: General Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 2 day of September, 2021 by Bill Brown General Manager, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
ERICA ANNE GUERRERO
Notary ID #131683356
My Commission Expires
August 15, 2022

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2021 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 82

DESCRIPTION OF A 10.314 ACRE (449,267 SQUARE FOOT), TRACT OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 AND THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 13.18 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO JONAH WATER SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2002103516 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 10.314 ACRE (449,267 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10,175,368.33, E=3,193,196.74 TxSPC Zone 4203) set, in the proposed westerly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), being the southerly boundary line of said 13.18 acre tract, same being in the northerly boundary line of Lot 1 (1.699 acre) depicted on the Final Plat of the Gene Rydell Estate, a subdivision of record in Cabinet EE, Slide 384 of the Plat Records of Williamson County, Texas and cited in Special Warranty Deed to Elisabeth Henning recorded in Document No. 2017064299 of the Official Public Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "3879" found, being the northwesterly corner of said Lot 1, same being the southwesterly corner of said 13.18 acre tract, same being the easterly boundary line of that called 89.57 acre tract of land described in Special Warranty Deed to Hutto Economic Development Corporation Type B recorded in Document No. 2018034308 of the Official Public Records of Williamson County, Texas, bears with the common boundary line of said Lot 1 and said 13.18 acre tract, N 81°19'43" W, at a distance of 187.28 feet;

THENCE, departing said Lot 1, through the interior of said 13.18 acre tract, with said proposed westerly ROW line, the following two (2) courses:

1) **N 01°46'35" W,** for a distance of **379.65** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for the beginning of a non-tangent curve to the left;

2) Along said curve to the left, having a delta angle of **22°27'21",** a radius of **1,032.00** feet, an arc length of **404.47** feet and a chord which bears **N 36°31'27" W,** for a distance of **401.88** feet to an iron rod with aluminum cap stamped "ROW 4933" set, being the westerly boundary line of said 13.18 acre tract, same being in the easterly boundary line of said 89.57 acre tract, for a point of non-tangency, and from which, an iron rod with plastic cap (illegible) found being an angle point in said common boundary line bears S 14°52'11" E, at a distance of 400.52 feet;

3) **THENCE**, departing said proposed westerly ROW line, with the common boundary line of said 13.18 acre tract and said 89.57 acre tract, **N 14°52'11" W,** for a distance of **235.22** feet to an iron rod with plastic cap stamped "SAM INC" found in the southerly ROW line the Union Pacific Rail Road (UPRR) (200' ROW width) as depicted by Right Of Way and Track Map International & Great Northern Ry. maps dated June 30, 1917 (Map V-7B Pg. T39/15), for the northwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "SAM INC" found, being the northeasterly corner of that called 2.64 acre tract of land described in Special Warranty Deed to said Hutto Economic Development Corporation Type B recorded in Document No. 2018057533 of the Official Public Records of Williamson County, Texas, same being an ell corner in said northerly boundary line of the 89.57 acre tract, bears S 77°19'11" W, at a distance of 252.36 feet;

4) **THENCE**, with said southerly UPRR ROW line, same being the northerly boundary line of said 13.18 acre tract, **N 77°19'11" E**, for a distance of **717.81** feet to the calculated northeasterly corner of said 13.18 acre tract in the existing westerly ROW line of F.M. 3349 (100' ROW width), same being in the westerly line of that called 3.2375 acre ROW tract described in Deed to the State of Texas recorded in Volume 673, Page 200 of the Deed Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel;

5) **THENCE**, with said existing westerly ROW line, being the easterly boundary line of said 13.18 acre tract, same being said westerly line of the 3.2375 acre ROW tract, **S 07°16'48" W,** for a distance of **1,133.89** feet to a broken TxDOT Type 1 ROW monument found, being the southeasterly corner of said 13.18 acre tract, same being the northeasterly corner of said Lot 1, for the southeasterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped ""1433" found, being the southeasterly corner of said Lot 1, bears S 07°35'28" W, at a distance of 162.92 feet;

6) **THENCE**, departing said existing westerly ROW line, with the southerly boundary line of said 13.18 acre tract, being the northerly boundary line of said Lot 1, **N 81°19'43" W,** for a distance of **248.14** feet to the **POINT OF BEGINNING**, containing 10.314 acre, (449,267 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.

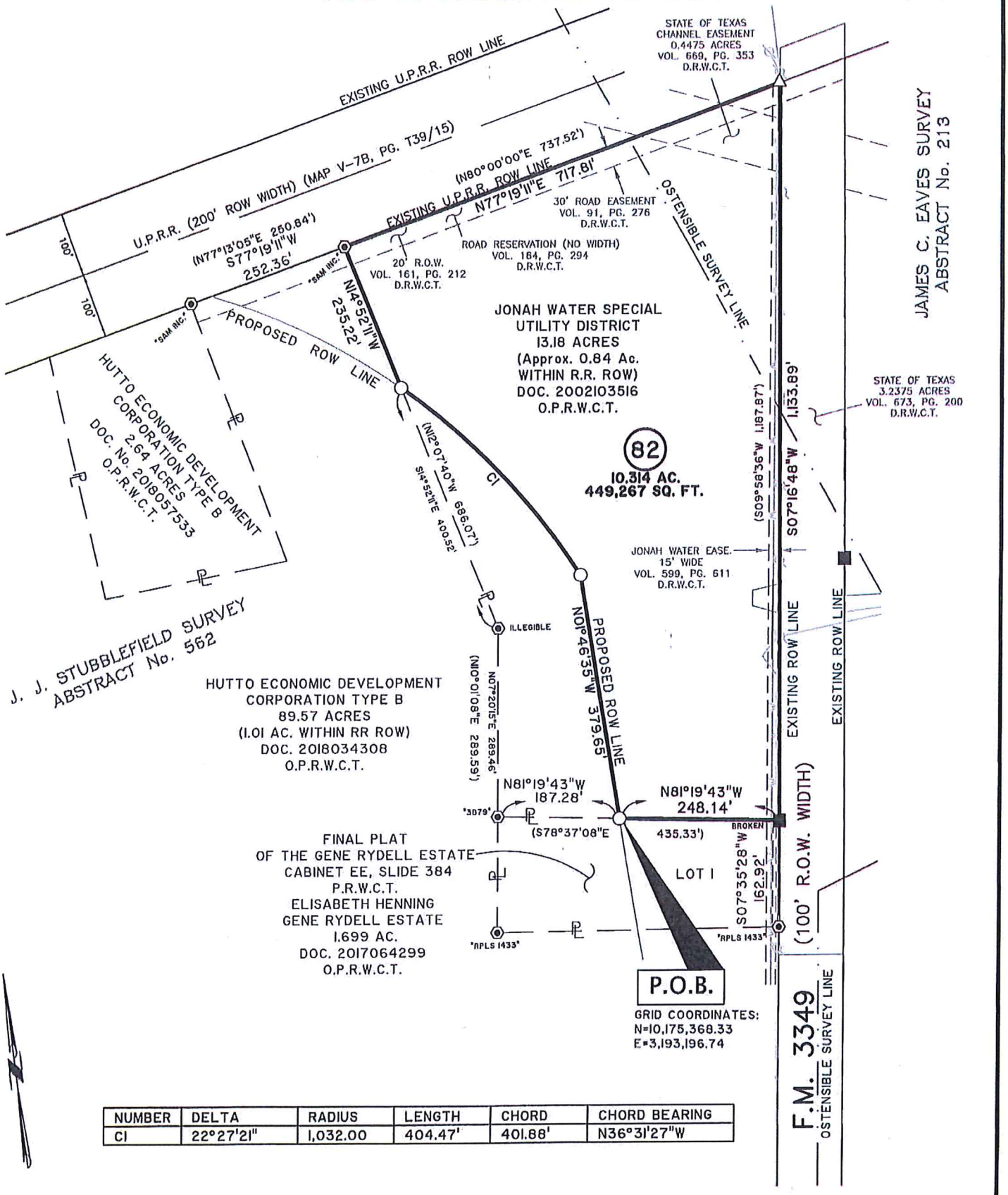
M. Stephen Truesdale 25 June 2021

M Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

06/23/2021



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	22°27'21"	1,032.00	404.47'	401.88'	N36°31'27"W

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

PARCEL PLAT SHOWING PROPERTY OF

JONAH WATER SPECIAL UTILITY DISTRICT

SCALE		PROJECT	PARCEL 82
1" = 200'	WILLIAMSON COUNTY	FM 3349	PAGE 3 OF 4

S:\ HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 82-JONAH WATER\HDR-FM 3349-PARCEL 82.dwg

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

06/23/2021

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
■	TxDOT TYPE I CONCRETE MONUMENT FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

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. 2056215-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 9, 2020, ISSUE DATE OCTOBER 20, 2020.

10G. EASEMENT TO E.N LUNBERG RECORDED IN VOLUME 161, PAGE 212, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. RESERVATION OF RIGHTS OF WAYS AS SET FORTH IN VOLUME 164, PAGE 294, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I. RESERVATION OF WATER RIGHTS OF WAYS AS SET FORTH IN VOLUME 199, PAGE 592, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 288, PAGE 35, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

K. ELECTRIC POWER LINE AND COMMUNICATIONS LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 561, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. WATER LINES (BLANKET TYPE) EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 599, PAGE 611, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

M. CHANNEL OR DRAINAGE EASEMENT TO THE STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 353, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

N. ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL RECORDED IN VOLUME 711, PAGE 845, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL RECORDED IN VOLUME 747, PAGE 132, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

P. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1447, PAGE 200, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

R. NOTICE REGARDING ORDINANCE NO. 2006-27R - EXTRATERRITORIAL JURISDICTION OF HUTTO RECORDED IN DOCUMENT NO. 2006045188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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 25 June 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JONAH WATER SPECIAL UTILITY DISTRICT

PARCEL 82

SCALE		PROJECT	
1" = 200'	WILLIAMSON COUNTY	FM 3349	PAGE 4 OF 4

S:_HDR-PROJECTS\FM3349_OVERPASS\PARCELS\PARCEL_82-JONAH_WATER\HDR-FM_3349-PARCEL_82.dwg

Commissioners Court - Regular Session **89.**

Meeting Date: 09/14/2021

TXDOT Resolution

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Resolution with TxDoT regarding the SW Bypass Extension project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:44 AM
Form Started By: Charlie Crossfield		Started On: 09/09/2021 08:03 AM
Final Approval Date: 09/09/2021		

STATE OF TEXAS	*****	***THE COMMISSIONERS COURT OF***
COUNTY OF WILLIAMSON	*****	***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the 14th day of September 2021, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, An Agreement with TXDOT for a Locally Funded Road Improvement Project On-System, which will allow for construction of right turn lane and traffic signal on SH 29 includes design, environmental clearance, at new intersection of SH 29 and Southwest Bypass Extension in Williamson County, Texas

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this___day of_____, 2021.

_____
Bill Gravell Jr., County Judge

Attest:

_____
Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **90.**

Meeting Date: 09/14/2021

TXDOT LOSA Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement for a Local On-System Improvement Project with TXDoT regarding the Southwest Bypass Extension at SH 29 project. Funding Source P352

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LOSA Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:46 AM
Form Started By: Charlie Crossfield		Started On: 09/09/2021 08:06 AM
Final Approval Date: 09/09/2021		

CSJ #	**0337-01-049**
District #	**14-AUS**
Code Chart 64 #	**50246**
Project Name	**SW Bypass Extension at SH 29**

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT
For A
LOCAL ON-SYSTEM IMPROVEMENT PROJECT

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government." The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115814**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Project Location Map (Attachment B), which is attached to and made a part of this Agreement**.**

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

CSJ #	**0337-01-049**
District #	**14-AUS**
Code Chart 64 #	**50246**
Project Name	**SW Bypass Extension at SH 29**

2. Scope of Work

The Project consists of **construction of right turn lane and traffic signal on SH 29 includes design, environmental clearance, at new intersection of SH 29 and Southwest Bypass Extension as shown on Attachment B.**

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C, Local On-System Improvement Project Budget (Attachment C), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment C. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.

B. Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.

C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment C. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment C. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment C by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment C is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.

D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment C.

E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.

F. The Local Government will begin construction on the Project within 6 months after execution of the Agreement.

G. The Local Government will complete construction and receive the State's acceptance of the project within 24 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.

H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it

determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or

C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction

within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.

C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
County Judge County of Williamson 710 S. Main Street, Ste. 101 Georgetown, TX 78626	Director of Contract Services Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

CSJ #	**0337-01-049**
District #	**14-AUS**
Code Chart 64 #	**50246**
Project Name	**SW Bypass Extension at SH 29**

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
_____	_____
Signature	Signature
Kenneth Stewart	Bill Gravell, Jr.
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	County Judge
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

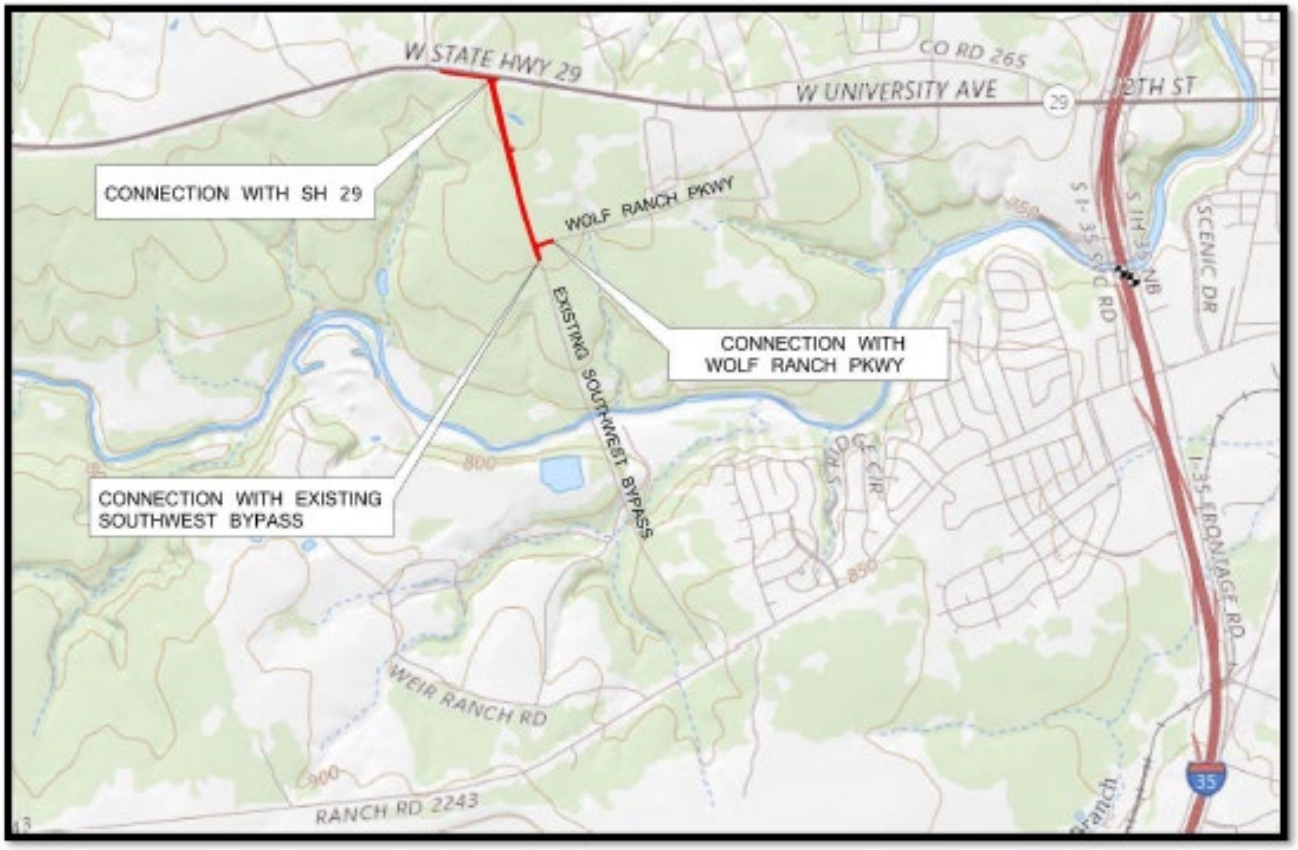
CSJ #	**0337-01-049**
District #	**14-AUS**
Code Chart 64 #	**50246**
Project Name	**SW Bypass Extension at SH 29**

ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

{Insert Local Government Resolution, Ordinance, or Commissioners Court Order}

CSJ #	**0337-01-049**
District #	**14-AUS**
Code Chart 64 #	**50246**
Project Name	**SW Bypass Extension at SH 29**

ATTACHMENT B
PROJECT LOCATION MAP



CSJ #	**0337-01-049**
District #	**14-AUS**
Code Chart 64 #	**50246**
Project Name	**SW Bypass Extension at SH 29**

ATTACHMENT C
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	$	
Right of Way	$	
Engineering	$94,608	
Utility Work	$	
Construction	$290,860	
Subtotal for Project Phases		$385,468
DIRECT STATE COSTS:	**Paid By: ☐ Local Government ☒ State**	
Environmental	$1,927	
Right of Way	$482	
Engineering	$2,891	
Utility Work	$482	
Construction	$13,491	
Subtotal for Direct State Costs		$19,273
INDIRECT STATE COSTS:	**Paid By: ☐ Local Government ☒ State**	
Subtotal for Indirect State Costs		$17,423
TOTAL ESTIMATED COST OF PROJECT		$422,165

$0	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.

Commissioners Court - Regular Session **91.**

Meeting Date: 09/14/2021

RM 2243 Contract and Leaseback

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract and a Commercial Property Lease Agreement with HMP 2243 LP for right of way needed on the FM 2243 Project (Parcels 11 & 12) Funding Source: Road Bonds P385

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract and Lease

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:47 AM
Form Started By: Charlie Crossfield		Started On: 09/09/2021 08:10 AM
Final Approval Date: 09/09/2021		

REAL ESTATE CONTRACT
FM 2243 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **HMP 2243 LP** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> Being a 2.884 acre tract of land out of the Key West Irrigation Company survey, Abstract No. 711, Williamson County, Texas, being a portion of a called 10.096 acre tract of land as conveyed to HMP 2243 LP by special warranty deed with vendor's lien recorded in document number 2018001843 of the official public records of Williamson County, Texas; said 2.884 acre tract of land being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (Parcel 11);
>
> Being a 4.596 acre tract of land out of the Key West Irrigation Company survey, Abstract No. 711, Williamson County, Texas, being a portion of a called 17.167 acre tract of land as conveyed to HMP 2243 LP by special warranty deed recorded in document number 2020016735 of the official public records of Williamson County, Texas; said 4.596 acre tract of land being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (Parcel 12);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of ONE MILLION

SIX HUNDRED THOUSAND and 00/100 Dollars ($1,600,000.00) for Parcel 11 and ONE MILLION FIFTY-FOUR THOUSAND, TWO HUNDRED AND SIX and 00/100 Dollars ($1,054,206.00) for Parcel 11, **totaling TWO MILLION SIX HUNDRED AND FIFTY-FOUR THOUSAND, TWO HUNDRED AND SIX and 00/100 Dollars ($2,654,206.00) for the Property**.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company (the "Title Company") on or before September 3, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed in the form attached as Exhibit "C," conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any matters of record in Williamson County, Texas (subject to Purchaser's right to cure any such matters); and

(c) Any exceptions approved by Purchaser in writing.

(2) Provide such reasonable assistance as Purchaser may request, at no cost to Seller, to allow the Title Company to issue a Texas Owner's Title Policy to Purchaser, at Purchaser's sole expense, in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done, subject to lease terms as stated in 8.12 below.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the Title Company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the Title Company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Lease

8.12. The County, as additional consideration under this Contract, has agreed to lease a portion of the Property back to Seller. The form of the lease is attached hereto as Exhibit "B".

Purchase of Future Right of Way

8.13 Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for proposed future RM 2243 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

[signature page follows]

SELLER:

HMP 2243 LP, a Texas limited partnership

By: HMP 2243 GP, LLC, a Texas limited liability company, General Partner

By: Amy L. Payne, President

Date: 8/27/21

Address: 1011 North Lamar
Austin, Texas 78703

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A-1

County: Williamson
Parcel: 11
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 11

METES & BOUNDS DESCRIPTION FOR A 2.884 ACRE TRACT OF LAND OUT OF THE KEY WEST IRRIGATION COMPANY SURVEY, ABSTRACT NO. 711, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 10.096 ACRE TRACT OF LAND AS CONVEYED TO HMP 2243 LP BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2018001843 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.884 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a Type I concrete right-of-way monument found on the south right-of-way line of FM Highway No. 2243, 1955 centerline Station 274+82.0 (80 feet wide at this point); Thence, with the south right-of-way line of said FM 2243, N 79°37'20" E, a distance of 1,642.52 feet to a calculated point for the northeast corner of a called 5.009 acre tract of land as conveyed to Nancy Heaton and Skip Sandell by Warranty Deed with Vendor's Lien recorded in Document Number 2015016274 of the Official Public Records of Williamson County, Texas, for the northwest corner of the above described HMP 2243 LP 10.096 acre tract, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found with cap stamped "SNS 512-385-3944" bears S 21°04'33" E, a distance of 1.03 feet;

THENCE, continuing with the south right-of-way line of said FM 2243, N 79°37'20" E a distance of 520.16 feet to a calculated point for the northeast corner of said HMP 2243 LP 10.096 acre tract, at the northwest corner of a called 17.167 acre tract of land as conveyed to HMP 2243 LP by Special Warranty Deed recorded in Document Number 2020016735 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a Type I concrete right-of-way monument found on said existing south right-of-way line of FM 2243 bears N 79°37'20" E, a distance of 912.13 feet;

THENCE, departing the south right-of-way of said FM 2243, with the common line between said HMP 2243 LP 10.096 acre tract and said HMP 2243 LP 17.167 acre tract, S 10°25'43" E a distance of 101.35 feet to a mag nail found at a point of curvature of a curve to the left;

THENCE, continuing with said common line, along said curve to the left, an arc distance of 124.19 feet, having a radius of 800.00 feet, a central angle of 8°53'39" and chord which bears S 15°01'49" E, a distance of 124.06 feet to a mag nail with a washer stamped "BGE INC" (NAD-83, Central Zone Grid Coordinates: N=10,189,784.76, E=3,103,781.36) set in asphalt for the southeast corner of the herein described tract, 173.21 feet right of FM 2243 baseline station 329+44.53;

THENCE, departing said common line, over and across said 10.096 acre tract, along a curve to the left, an arc distance of 475.36 feet, having a radius of 5000.00 feet, a central angle of 5°26'50" and chord which bears S 72°23'30" W, a distance of 475.18 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for corner, 190.42 feet right of FM 2243 baseline station 324+68.81;

THENCE, S 69°40'05" W, a distance of 5.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west line of said HMP 2243 LP 10.096 acre tract, on the east line of said Heaton-Sandell 5.009 acre tract, for the southwest corner of the herein described tract, 190.84 feet right of FM 2243 baseline station 324+63.82;

THENCE, with the common line between said HMP 2243 LP 10.096 acre tract and said Heaton-Sandell 5.009 acre tract, N 21°04'33" W a distance of 290.73 feet to the **POINT OF BEGINNING** and containing 2.884 acres of land, more or less.

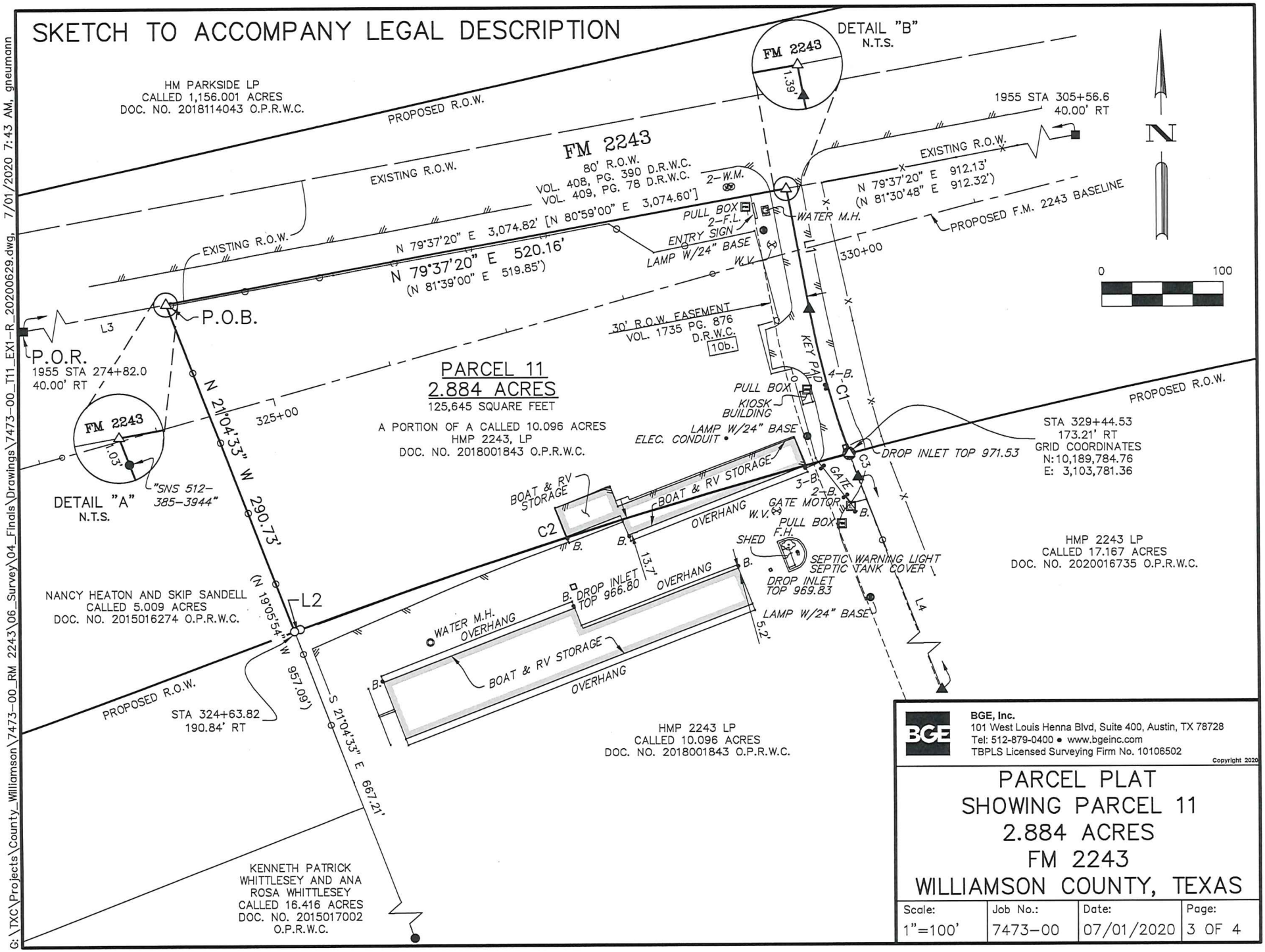
Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on March 16, 2020 and are true and correct to the best of my knowledge. A sketch accompanies this description.

7/1/2020
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	July 1, 2020
Project Number:	7473-00


SKETCH TO ACCOMPANY LEGAL DESCRIPTION
DETAIL "B"
N.T.S.
FM 2243
1.39'
HM PARKSIDE LP
CALLED 1,156.001 ACRES
DOC. NO. 2018114043 O.P.R.W.C.
PROPOSED R.O.W.
EXISTING R.O.W.
FM 2243
80' R.O.W.
VOL. 408, PG. 390 D.R.W.C.
VOL. 409, PG. 78 D.R.W.C.
1955 STA 305+56.6
40.00' RT
EXISTING R.O.W.
N 79°37'20" E 912.13'
(N 81°30'48" E 912.32')
PROPOSED F.M. 2243 BASELINE
N 79°37'20" E 3,074.82' [N 80°59'00" E 3,074.60']
2-W.M.
PULL BOX
2-F.L.
ENTRY SIGN
LAMP W/24" BASE
WATER M.H.
W.V.
330+00
N 79°37'20" E 520.16'
(N 81°39'00" E 519.85')
EXISTING R.O.W.
P.O.B.
L3
P.O.R.
1955 STA 274+82.0
40.00' RT
30' R.O.W. EASEMENT
VOL. 1735 PG. 876
D.R.W.C.
10b.
PARCEL 11
2.884 ACRES
125,645 SQUARE FEET
A PORTION OF A CALLED 10.096 ACRES
HMP 2243, LP
DOC. NO. 2018001843 O.P.R.W.C.
KEY PAD
4-B.
C1
PULL BOX
KIOSK
BUILDING
LAMP W/24" BASE
ELEC. CONDUIT
PROPOSED R.O.W.
STA 329+44.53
173.21' RT
GRID COORDINATES
N:10,189,784.76
E: 3,103,781.36
FM 2243
1.03'
325+00
N 21°04'33" W 290.73'
"SNS 512-385-3944"
DETAIL "A"
N.T.S.
BOAT & RV STORAGE
BOAT & RV STORAGE
C2
C3
DROP INLET TOP 971.53
3-B.
2-B.
GATE
GATE MOTOR
W.V.
B.
OVERHANG
PULL BOX
F.H.
SHED
SEPTIC WARNING LIGHT
SEPTIC TANK COVER
DROP INLET
TOP 969.83
HMP 2243 LP
CALLED 17.167 ACRES
DOC. NO. 2020016735 O.P.R.W.C.
NANCY HEATON AND SKIP SANDELL
CALLED 5.009 ACRES
DOC. NO. 2015016274 O.P.R.W.C.
L2
(N 19°05'54" W 957.09')
WATER M.H.
OVERHANG
DROP INLET
TOP 966.80
13.7'
OVERHANG
5.2'
LAMP W/24" BASE
L4
BOAT & RV STORAGE
OVERHANG
PROPOSED R.O.W.
STA 324+63.82
190.84' RT
S 21°04'33" E 667.21'
HMP 2243 LP
CALLED 10.096 ACRES
DOC. NO. 2018001843 O.P.R.W.C.
KENNETH PATRICK
WHITTLESEY AND ANA
ROSA WHITTLESEY
CALLED 16.416 ACRES
DOC. NO. 2015017002
O.P.R.W.C.
N
0
100
BGE
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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT
SHOWING PARCEL 11
2.884 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS
Scale: 1"=100'
Job No.: 7473-00
Date: 07/01/2020
Page: 3 OF 4
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LEGEND

B.	BOLLARD
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
F.H.	FIRE HYDRANT
F.L.	FLOOD LAMP
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO DOC. NO. 2018001843 O.P.R.W.C.
[ ]	RECORD INFO VOL. 408, PG. 390 D.R.W.C.
●	FOUND 1/2" IRON ROD
▲	FOUND MAG NAIL
○	SET 1/2" IRON ROD W/"BGE INC" CAP
■	FOUND TYPE I CONCRETE MONUMENT
◎	SET MAG NAIL IN ASPHALT W/"BGE INC" SHINER
△	CALCULATED POINT
——x——	WIRE FENCE
——o——	WROUGHT IRON FENCE
——⊖——	CHAIN LINK FENCE
——//——	EDGE OF ASPHALT

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	124.19'	800.00'	8°53'39"	S 15°01'49" E	124.06'
C2	475.36'	5,000.00'	5°26'50"	S 72°23'30" W	475.18'
C3	20.70'	800.00'	1°28'57"	S 20°13'06" E	20.70'

RECORD CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1		(800.00')			
C3		(800.00')			

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 10°25'43" E	101.35'
L2	S 69°40'05" W	5.02'
L3	N 79°37'20" E	1,642.52'
L4	S 21°03'53" E	618.70'

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
L1	(S 8°28'30" E)	(100.01')
L4	(S 19°06'23" E)	(618.52')

RESTRICTIVE COVENANT AND EASEMENT NOTES:

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY UNDER G.F. 2025038-KFO, DATED EFFECTIVE JUNE 12, 2020 AND ISSUED ON JUNE 23, 2020.

10b. 30' RIGHT OF WAY EASEMENT GRANTED IN WRAP WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1735 PAGE 876 DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10d. EASEMENT GRANTED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2005015077 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DOES NOT AFFECT THE SUBJECT TRACT.

10f. UTILITY EASEMENT GRATED TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NUMBER 2018046544, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS DOES AFFECT THE SUBJECT TRACT, BUT CANNOT BE PLOTTED FROM THE INFORMATION CURRENTLY AVAILABLE.

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

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PARCEL PLAT
SHOWING PARCEL 11
2.884 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	07/01/2020	4 OF 4

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EXHIBIT A-2

County: Williamson
Parcel: 12
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 12

METES & BOUNDS DESCRIPTION FOR A 4.596 ACRE TRACT OF LAND OUT OF THE KEY WEST IRRIGATION COMPANY SURVEY, ABSTRACT NO. 711, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 17.167 ACRE TRACT OF LAND AS CONVEYED TO HMP 2243 LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020016735 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 4.596 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a Type I concrete right-of-way monument found on the south right-of-way line of FM Highway No. 2243, 1955 centerline Station 274+82.0 (80 feet wide at this point); Thence, with the south right-of-way line of said FM 2243, N 79°37'20" E, a distance of 2,162.68 feet to a calculated point for the northeast corner of a called 10.096 acre tract of land as conveyed to HMP 2243 LP by Warranty Deed with Vendor's Lien recorded in Document Number 2018001843 of the Official Public Records of Williamson County, Texas, for the northwest corner of the above described HMP 2243 LP 17.167 acre tract, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a mag nail found bears S 10°25'43" E, a distance of 1.39 feet;

THENCE, continuing with the south right-of-way line of said FM 2243, N 79°37'20" E, a distance of 912.13 feet to a Type I concrete right-of-way monument found at a point of curvature of a curve to the left, 40.00 feet right of 1955 centerline Station 305+56.6;

THENCE, continuing with the south right-of-way line of said FM 2243, along said curve to the left, an arc distance of 37.47 feet, having a radius of 5,769.58 feet, a central angle of 0°22'20" and chord which bears N 79°28'22" E, a distance of 37.47 feet to a 1/2-inch iron rod with a cap stamped "RJ SURVEYING" found at the intersection of said south right-of-way line of FM 2243 with the westerly right-of-way line of County Road 176 (right-of-way width varies), at the northeast corner of said 17.167 acre tract, for the northeast corner of the herein described tract;

THENCE, with the west right-of-way line of said County Road 176 and the east line of said 17.167 acre tract, S 21°00'38" E a distance of 198.57 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" (NAD-83, Central Zone Grid Coordinates: N=10,189,990.01, E=3,104,735.98) set for the southeast corner of the herein described tract, 192.48 feet right of FM 2243 baseline station 339+33.92;

THENCE, departing the west right-of-way line of said County Road 176, over and across said HMP 2243 LP 17.167 acre tract, S 78°19'35" W, a distance of 696.43 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of curvature of a curve to the left;

THENCE, along said curve to the left, an arc distance of 280.23 feet, having a radius of 5,000.00 feet, a central angle of 3°12'40" and chord which bears S 76°43'15" W, a distance of 280.20 feet to a mag nail with a washer stamped "BGE INC" set on the west line of said HMP 2243 LP 17.167 acre tract, on the east line of said HMP 2243 LP 10.096 acre tract, for the southwest corner of the herein described tract, 173.20 feet right of FM 2243 baseline station 329+55.47;

THENCE, with the common line between said HMP 2243 LP 10.096 acre tract and said HMP 2243 LP 17.167 acre tract, along a curve to the right, an arc distance of 124.19 feet, having a radius of 800.00 feet, a central angle of 8°53'39" and chord which bears N 15°01'49" W, a distance of 124.06 feet to a mag nail found for corner;

THENCE, continuing with said common line, N 10°25'43" W, a distance of 101.35 feet to the **POINT OF BEGINNING** and containing 4.596 acres of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

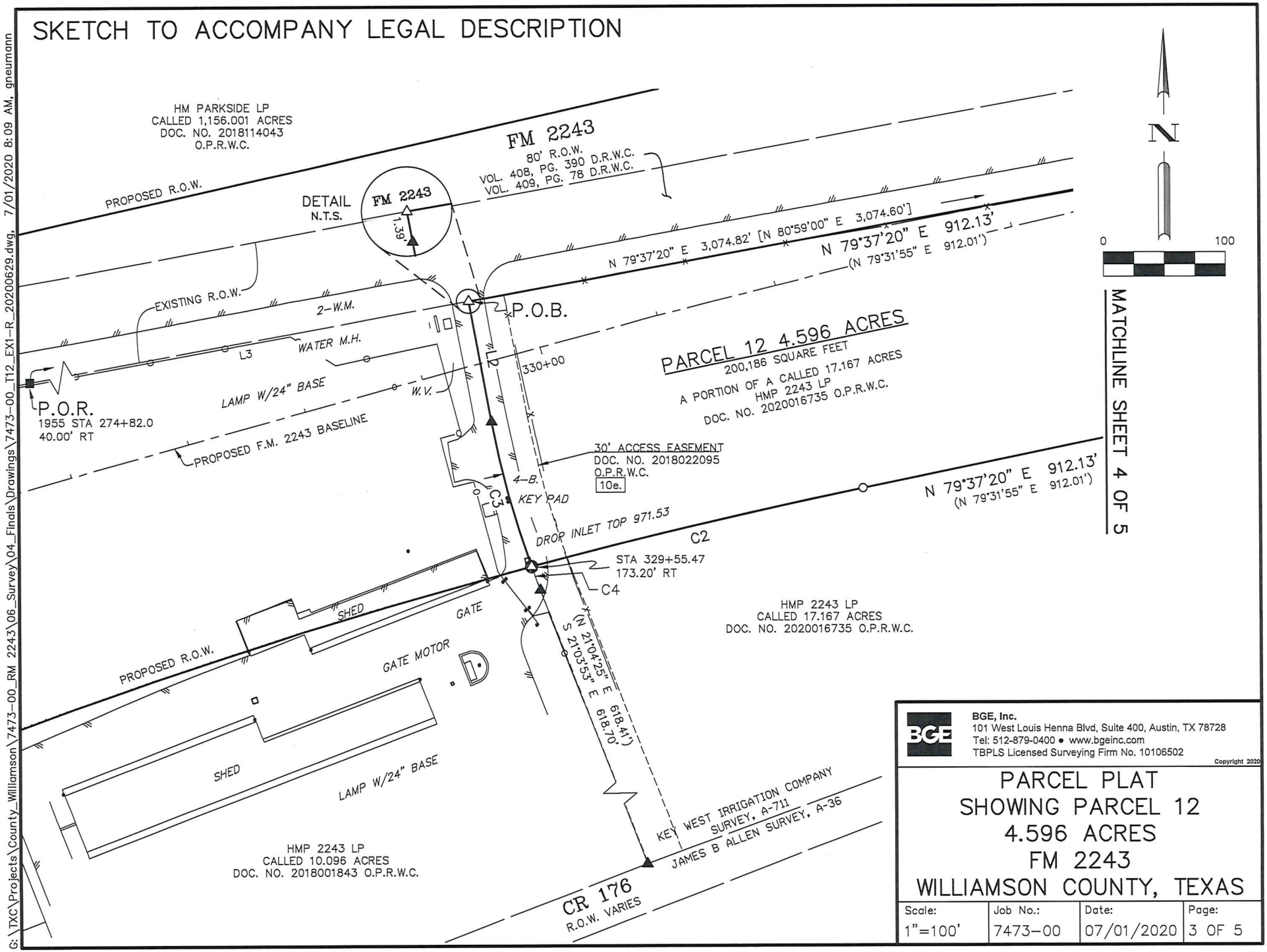
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on March 16, 2020 and are true and correct to the best of my knowledge. A sketch accompanies this description.

7/1/2020
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	July 1, 2020
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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PARCEL PLAT
SHOWING PARCEL 12
4.596 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

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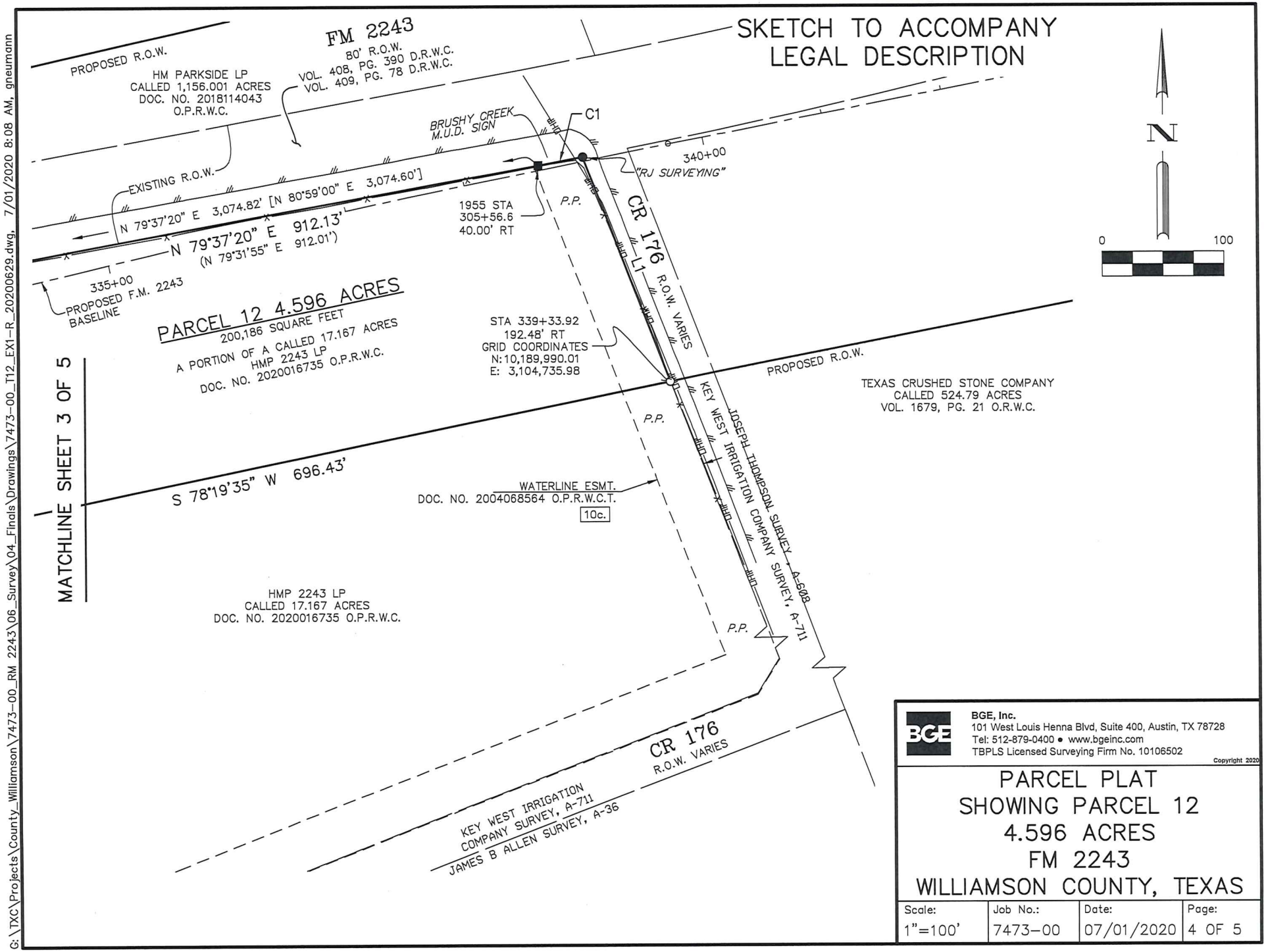

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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 12
4.596 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	07/01/2020	4 OF 5

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LEGEND

B.	BOLLARD
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO DOC. NO. 2020016735 O.P.R.W.C.
[ ]	RECORD INFO VOL. 408, PG. 390 D.R.W.C.
●	FOUND 1/2" IRON ROD
▲	FOUND MAG NAIL
○	SET 1/2" IRON ROD W/"BGE INC" CAP
■	FOUND TYPE I CONCRETE MONUMENT
⊙	SET MAG NAIL IN ASPHALT W/"BGE INC" WASHER
△	CALCULATED POINT
——x——	WIRE FENCE
——o——	WROUGHT IRON FENCE
——⊖——	CHAIN LINK FENCE
——//——	EDGE OF ASPHALT

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	37.47'	5,769.58'	0°22'20"	N 79°28'22" E	37.47'
C2	280.23'	5,000.00'	3°12'40"	S 76°43'15" W	280.20'
C3	124.19'	800.00'	8°53'39"	N 15°01'49" W	124.06'
C4	20.70'	800.00'	1°28'57"	S 20°13'06" E	20.70'

RECORD CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1		[5,769.58']			
C3		(800.00')			
C4		(800.00')			

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 21°00'38" E	198.57'
L2	N 10°25'43" W	101.35'
L3	S 79°37'20" W	2,162.68'

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
L1	(S 21°04'37" E)	
L2	(N 10°26'33" W)	99.90'

RESTRICTIVE COVENANT AND EASEMENT NOTES:

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY UNDER G.F. 2025038-KFO, DATED EFFECTIVE JUNE 12, 2020 AND ISSUED ON JUNE 23, 2020.

10a. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ORDINANCE RECORDED IN VOLUME 767 PG 536 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.

10c. EASEMENT FOR WATERLINE GRANTED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2004068564 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10e. TERMS, CONDITIONS, AND STIPULATION IN THE ACCESS EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2018046544, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, EASEMENT AS SHOWN HEREON.

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
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TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT
SHOWING PARCEL 12
4.596 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	07/01/2020	5 OF 5

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_T12_EX1-R_20200629.dwg, 7/01/2020 8:07 AM, gneumann

COMMERCIAL PROPERTY LEASE AGREEMENT

THIS COMMERCIAL PROPERTY LEASE AGREEMENT (the "**Lease**") is made between **Williamson County**, a political subdivision of the State of Texas, hereafter called "**Lessor**", and **HMP 2243, LP**, a Texas limited partnership, hereafter called "**Lessee**". Lessor and Lessee may be referred to herein as the "**Parties.**"

BACKGROUND INFORMATION:

Lessee currently owns 10.096 acres of land, more or less, out of the Key West Irrigation Company Survey, Abstract No. 711, in Williamson County, Texas, more particularly described by metes and bounds in **Exhibit A** attached hereto (the "**Original Property**"). Concurrently with the Parties' execution of this Lease, Lessee has conveyed to Lessor the portion of the Original Property described on **Exhibit B** (the "**County Property**"). A building built by Lessee is located on the County Property (the "**Building**"), as shown on **Exhibit C**.

The Parties have agreed that Lessee may lease the Building from Lessor until Lessor requires the County Property for County purposes on the terms set out below.

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY.

The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the Building and space within the interior walls of the Building (the "**Leased Premises**"), together with the non-exclusive right to enter into and cross portions of the County Property, as shown on **Exhibit C**, to access the Building for pedestrian and vehicular traffic and to provide utility service to, and storm water drainage from, the Building, and the right to continue to maintain any existing signs for Lessee's business currently located on the County Property and the Building.

1. **LEASE TERM.**

A. **Initial Term.** The initial term of this Lease shall be a period of five (5) years, commencing on the date the County Property is conveyed to Lessor (the "**Commencement Date**"), and subject to early termination under Section 12, ending at midnight on the fifth (5th) year thereafter, except if the Commencement Date is not the first day of a month, the Initial Term will expire at midnight on the fifth (5th) year after the last day of the month in which the Commencement Date occurs (the "**Initial Term**").

B. **Extension Term.** By notice delivered to Lessor at least 180 days before the termination date of the Initial Term, Lessee may extend the Lease Term for an additional five (5) year period (the "**Extension Term**"), subject to early termination under Section 12. The Extension Term shall begin on the expiration of the Initial Term. All terms, covenants, and provisions of this Lease shall apply to the Extension Term. The Initial Term and any Extension Term may be referred to collectively as the "**Lease Term**".

2. **RENTAL.**

A. Rental for Initial Term. In advance on the First (1st) day of each calendar month, beginning on the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor **Four Hundred Dollars ($400.00)** (the "**Initial Base Rent**") as rent for the Leased Premises, plus **Two Hundred and Sixty-Four Dollars ($264.00)** as additional rent for Lessee's payment of real property taxes assessed against the Leased Premises [the Building only], as set forth below, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing. Upon Lessee's request, Lessor will provide information

to allow Lessee to schedule electronic payment of rent. If the Commencement Date is not the first day of a month, the rent and additional rent will be prorated.

B. Rent Adjustment. The rent will be adjusted on each anniversary of the Commencement Date (the "**Adjustment Date**") (except if the Commencement Date is not the first day of a month, the Adjustment Date will be the anniversary of the first full calendar month in the Lease Term) to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the Initial Base Rent by a fraction, the numerator of which is the index number for the last month before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. In no event will the base rent for any calendar year of the Lease Term be less than the Initial Base Rent.

C. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS ($50.00), plus additional late charges of TEN DOLLARS ($10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy

Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY FIVE DOLLARS ($25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

3. **SECURITY DEPOSIT.** On the execution of this Lease, Lessee shall deposit with Lessor an amount equal to one (1) month's rent, as security for faithful performance of the terms of the Lease. The deposit may be comingled with Lessor's other funds but shall be returned to Lessee, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease.

Lessor may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Leased Premises and its contents for which Lessee is responsible; (e) replacing unreturned keys or other security devices; (f) the removal of all unauthorized locks, fixtures, improvements installed by Lessee; (g) packing, removing, and storing abandoned property; (h) costs of reletting, if Lessee is in default; (i) attorney's fees and costs of court incurred in any proceeding against Lessee; and/or (j) other items Lessee is responsible to pay under the terms of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Lessee will pay Lessor the excess amount within Ten (10) days after Lessor makes written

demand on Lessee. The security deposit will be applied first to any non-rent items then to any unpaid rent.

4. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of Lessee (but not taxes assessed against the personal property of any person subleasing space in the Leased Premises) in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or the Building or if the assessed value of the Building is increased by the inclusion of the value placed on Lessee's personal property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Tax Reimbursement: Lessee agrees to pay all ad valorem taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the **"Taxes"**), levied or assessed against the Leased Premises. Included also shall be all costs actually incurred by Lessor in contesting, rendering and otherwise adjusting the Taxes.

1. Payment of Taxes to Lessor: On the first (1st) day of each month during the Initial Term and any extended term thereafter, Lessee shall pay to Lessor, as additional rent, without offset or deduction, an amount equal to one-twelfth (1/12) of the estimated Taxes as calculated by Lessor (prorated for any partial month) (each, a **"Tax Payment"**). The Tax Payment for the portions of 2021 within the Initial Term is set forth above in Section 2 (A.) and is based on Lessor's estimate of the Taxes for 2021.

2. **Tax Statement; Deficiency or Offset of Tax Costs:** On or before January 31st of each calendar year during the Lease Term (beginning January 31, 2022), Lessor shall furnish to Lessee a tax statement showing the total actual Taxes assessed against the Leased Premises for the preceding calendar year and the total amount of Tax Payments made by Lessee for such calendar year.

   a. If the actual Taxes against the Leased Premises for a calendar year exceed the aggregate of Lessee's Tax Payments for such year, Lessee shall pay Lessor the deficiency within thirty (30) days after receipt of the statement.

   b. If Lessee's Tax Payments for a calendar year exceed the actual Taxes against the Leased Premises for such calendar year as shown on the statement, Lessee shall be entitled to offset the excess against Lessee's Tax Payments thereafter becoming due. In the event the Lease has been terminated or has expired prior to determining that Lessee's Tax Payments exceeded the actual Taxes, any excess amounts paid by Lessee will first be applied to any amounts that may be due and owing Lessor at that time and any excess remaining thereafter, if any, shall be paid to Lessee.

   c. Lessee's Tax Payment shall be adjusted in the event the Taxes increase or decrease thereby causing the actual Taxes against the

Leased Premises to change. Lessor will notify Lessee of any rent adjustment in the tax statement that is sent to Lessee on or before January 31st.

3. **Remedy for Non-Payment:** If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

4. **Adjustment to Taxes; Contest of Taxes:**

(i) Lessee may, at its sole cost and expense, in its own name(s) and/or in the name of Lessor, dispute and contest the Taxes by appropriate proceedings diligently conducted in good faith but may not delay payment of the Taxes unless Lessee has deposited with Lessor the amount so contested and unpaid, which shall be held by Lessor without obligation for interest until the termination of the proceedings, at which times the amount(s) deposited shall be

applied by Lessor toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and any excess shall be returned to Lessee. Lessee further agrees to pay to Lessor upon demand all court costs, interests, penalties and other liabilities relating to such proceedings if not paid directly by Lessee.

(ii) Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.

5. UTILITIES. Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises. Lessee shall have the right to use the existing service lines and facilities serving the Building to provide utility service to the Building. The utility services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities connected and in good working order (to the extent repair is not the obligation of the utility supplier) at all times during the Lease Term (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If Lessee fails to keep said utilities

connected and in working order during the Lease Term (excluding repairs that are the responsibility of the service provider), Lessee shall be deemed to be in default of this Lease.

6. INDEMNIFICATION AND INSURANCE.

A. Indemnification of Lessor. **LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE AND FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY ANY OF LESSEE'S SUBLESSEES OF SPACE WITHIN THE LEASED PREMISES; FROM ANY NEGLECT OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS, LESSEE'S SUBLESSEES OF SPACE WITHIN THE LEASED PREMISES AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS, LESSEE'S SUBLESSEES OF SPACE WITHIN THE LEASED PREMISES AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.**

B. Insurance. In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, in an amount of at least ONE MILLION DOLLARS ($1,000,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of

Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

To the extent Lessee has personal property located at the Leased Premises, Lessee further agrees to maintain at all times during the Lease Term, at Lessee's cost, broad coverage fire and casualty insurance on such personal property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee's personal property will not be covered by any hazard insurance that may be carried by Lessor. Lessee assumes the risk of loss on all contents of the Leased Premises owned by Lessee, excluding the building structures and improvements owned by Lessor.

Lessee further agrees to require its sublessees of space within the Leased Premises to have and maintain at all times during the Lease Term broad coverage fire and casualty insurance on their personal property stored within the Leased Premises. The personal property of Lessee's sublessees will also not be covered by any hazard insurance that may be carried by Lessor. Lessee assumes the risk of loss on all contents of the Leased Premises owned by its sublessees, excluding the building structures and improvements owned by Lessor.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor thirty (30) days' written notice before any cancellation

shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one (1) year.

7. **SUBORDINATION.** This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

8. **LESSEE'S COVENANTS.** Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of operating a storage facility; to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To prohibit and refrain from engaging in or allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the Building without the express written consent of Lessor.

C. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

D. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor, Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease unless this Lease is being terminated due to Lessor's plans to demolish the Building and use the County Property for highway purposes.

E. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times, and if the right to extend the Lease Term has not been exercised, to permit Lessor to put on the Leased Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.

F. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements ("**accessibility alterations**"). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

G. At Lessee's expense, Lessee shall perform all repairs to the heating and air-conditioning equipment/system and septic or sewer system.

H. At Lessee's expense, Lessee shall maintain the structure of the Building, including but not limited to the roof, exterior walls, floors and foundation.

I. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with said laws, rules,

ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

9. **LESSOR'S COVENANTS.** Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, Lessor will have the right to render the Leased Premises tenantable by repairs within ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Leased Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Leased Premises are not rendered tenantable within that time, Lessor will have the right to terminate this Lease by written notice to Lessee.

10. **DEFAULTS BY LESSEE.** If Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for ten (10) days (or, with respect to a non-monetary default, such additional time as reasonably may be necessary to cure the default provided Lessee promptly begins and diligently pursues, such cure) after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. institute action in a court of competent jurisdiction to terminate this Lease and sue for actual damages, and Lessee shall pay Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within ten (10) days after same is sent to Lessee by Lessor; or

C. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the tenth (10th) day after such notice is given and Lessee shall within such ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

11. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

12. VOLUNTARY TERMINATION. Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one hundred eighty (180) days written notice to the other party; provided, Lessor agrees to not deliver such a notice unless Lessor has scheduled construction of improvements on the County Property to begin within one (1) year after delivery of such notice. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

13. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

14. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease (but Lessor acknowledges such lien will not attach to the property owned by sublessees of space within the Leased Premises). In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

15. Intentionally Deleted.

16. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

17. LIMITATIONS OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

18. Intentionally Deleted.

19. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. The Director of Facilities for Williamson County (or as otherwise designated by Lessor), shall serve as Lessor's lease administrator and property manager. The said lease administrator and property

manager shall also serve as liaison between the Williamson County Commissioners' Court and Lessee. Lessor's lease administrator and property manager contact information is as follows:

Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Fax: (512) 930-3313
Email: facilities@wilco.org

20. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge Bill Gravell (or successor)
710 South Main, Ste. 101
Georgetown, Texas 78626

LESSEE: HMP 2243, Ltd.
1101 N. Lamar Blvd.
Austin, Texas 78703
Attn: Amy Payne

21. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

22. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

23. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

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

25. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor 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.

26. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor, except Lessee may assign this Lease to a

party who acquires all of the Original Property except the County Property. Lessee may sublet space in the Leased Premises to subtenants for the use permitted by this Lease.

27. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

28. Intentionally Deleted.

29. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

LESSOR:

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative
Capacity: _____

Date: _____ _____, 20_____

LESSEE:

HMP 2243, L.P., a Texas limited partnership

By: HMP 2243 GP, LLC, a Texas limited liability company, General Partner

By: Amy Lynn Payne
Amy Lynn Payne, President
Date: June 30th, 2021

Exhibit C

Form of Deed

SPECIAL WARRANTY DEED
FM 2243 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **HMP 2243 LP**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

Being a 2.884 acre tract of land out of the Key West Irrigation Company survey, Abstract No. 711, Williamson County, Texas, being a portion of a called 10.096 acre tract of land as conveyed to HMP 2243 LP by special warranty deed with vendor's lien recorded in document number 2018001843 of the official public records of Williamson County, Texas; said 2.884 acre tract of land being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (Parcel 11);

Being a 4.596-acre tract of land out of the Key West Irrigation Company survey, Abstract No. 711, Williamson County, Texas, being a portion of a called 17.167-acre tract of land as conveyed to HMP 2243 LP by special warranty deed recorded in document number 2020016735 of the official public records of Williamson County, Texas; said 4.596-acre tract of land being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (Parcel 12);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of FM 2243.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Grantee acknowledges that it is an entity which possesses the power of condemnation, and that the deed for the Property is being delivered for proposed future RM 2243 right of

way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2021.

GRANTOR:

HMP 2243 LP, a Texas limited partnership

By: HMP 2243 GP, LLC, a Texas limited liability company,
General Partner

By:_____
Amy Payne, President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Amy Payne, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session **92.**

Meeting Date: 09/14/2021

FY22 Capital Improvement Program

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the projects and budgets for the 2018,2019,2020,2021 and 2022 Capital Improvement Programs; the 2013 Park Bonds; 2019 Park Bonds; 2015 Certificate of Obligation, Long Range Transportation (LTP) and the 2021 Tax Anticipation Note.

Background

In the FY22 General Fund Budget, $12,700,000 was funded for the Capital Improvement Plan from cash ending. Remaining balances from FY18,FY19,FY20 and FY21 projects total $1,654,153.55. Attached are the financial reports that provide the details for the CIP program. The attached financial report also provides available balances for the 2013 Park Bond, 2019 Park Bond, 2015 Certificate of Obligation, Long Range Transportation (LTP) and 2021 Tax Anticipation Note programs. The balances are $500,000, $200,000, $595,943.63, $850,000 and $200,000,290.48, respectively. The CIP request list is also attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Financial Summary

CIP List

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 09:31 AM
Form Started By: Tomika Lynce		Started On: 09/08/2021 01:01 PM
Final Approval Date: 09/09/2021		

Unallocated August 31, 2021 (monies available to be assigned to projects)

2019 CIP: $222,267.72

2021 CIP: $835,942.20

2022 CIP: $12,700,000

2021 TAN: $200,000,290.48

2015 CO: $595,943.63

2013 Park: $500,000

2019 Park: $200,000

LTP: $850,000

FY22 LTP R&B: $5,564,168

FY22 LTP GF: $13,877,365

Project	Project Name	Revenue	Budget	Actual Cost	Through 8/31/2021 Commitment Amount	Total Cost	Funds Available	Notes
					2015 CO			
P356	2015 CO NON-DEPARTMENTAL	$ 1,274,611.98	$ 1,274,611.98	$ 678,668.35	$ -	$ 678,668.35	$ 595,943.63	Unallocated funds
P434	Inner Loop Annex Modifications	$ 4,944,382.85	$ 4,944,382.85	$ 4,733,100.25	$ 23,905.03	$ 4,757,005.28	$ 187,377.57	
P528	JJC - Restroom/Water Fountain	$ 200,000.00	$ 200,000.00	$ -	$ 4,840.00	$ 4,840.00	$ 195,160.00	
P535	WIC Remodel at 355 Texas Ave	$ 50,000.00	$ 50,000.00	$ -	$ 2,205.00	$ 2,205.00	$ 47,795.00	
P536	Central Maintenance Service Road	$ 405,193.00	$ 405,193.00	$ -	$ -	$ -	$ 405,193.00	
P540	Jail Renovations Phase II	$ 232,997.35	$ 232,997.35	$ -	$ 232,997.35	$ 232,997.35	$ -	
P548	JP4 HUTTO REMODEL	$ 644,512.85	$ 644,512.85	$ -	$ 86,513.00	$ 86,513.00	$ 557,999.85	
					2018 CIP			
P476	Jail Security	$ 1,291.00	$ 400,000.00	$ 1,291.00	$ -	$ 1,291.00	$ 398,709.00	
P515	Justice Center - Court Room	$ 1,256,927.49	$ 1,347,469.96	$ 1,256,927.49	$ 90,542.47	$ 1,347,469.96	$ -	
P540	Jail Renovations Phase II	$ 146,076.68	$ 549,487.63	$ 146,076.68	$ 403,410.95	$ 549,487.63	$ -	
					2019 CIP			
P432	Jail Master Plan	$ 150,000.00	$ 215,000.00	$ 150,000.00	$ 86,810.00	$ 236,810.00	$ (21,810.00)	Due to commitment, project is negative/Need funds/ project on hold
P507	2019 CIP Non Departmental	$ -	$ 222,267.72	$ -	$ -	$ -	$ 222,267.72	Unallocated Funds
P515	Justice Center Remodel	$ 261,950.59	$ 2,250,000.00	$ 483,683.36	$ 1,377,444.26	$ 1,861,127.62	$ 388,872.38	
P519	JJC - Smith Branch Mitigation	$ 301,676.78	$ 5,000,000.00	$ 351,604.78	$ 268,600.27	$ 620,205.05	$ 4,379,794.95	
P529	Prime Site #2	$ 956,639.33	$ 1,306,247.59	$ 956,639.33	$ 349,608.26	$ 1,306,247.59	$ -	
P540	Jail Renovations Phase II	$ -	$ 188,746.01	$ -	$ 188,746.01	$ 188,746.01	$ -	
					2020 CIP			
P529	Prime Site #2	$ -	$ 943,752.41	$ -	$ 597,338.74	$ 597,338.74	$ 346,413.67	
P530	Children's Advocacy Center	$ 294,294.97	$ 5,500,000.00	$ 494,951.37	$ 467,575.75	$ 962,527.12	$ 4,537,472.88	
P533	JJC - HVAC System Replacement	$ 142,724.41	$ 2,000,000.00	$ 553,642.26	$ 1,280,232.11	$ 1,833,874.37	$ 166,125.63	
P539	Central Maintenance Light Pole	$ -	$ 10,478.58	$ -	$ 10,478.58	$ 10,478.58	$ -	
P540	Jail Renovations Phase II	$ -	$ 428,769.01	$ -	$ 428,769.01	$ 428,769.01	$ -	
P543	JJC - Records Room Remodel	$ -	$ 68,000.00	$ -	$ 25,365.00	$ 25,365.00	$ 42,635.00	
P556	Champion Park Restroom Reno	$ 20,964.47	$ 40,942.24	$ 34,772.23	$ 6,170.01	$ 40,942.24	$ -	
P557	Regional Park Restroom Reno	$ 31,661.97	$ 83,057.76	$ 67,184.52	$ 15,873.24	$ 83,057.76	$ -	
P583	FIF Grant Match	$ -	$ 725,000.00	$ -	$ -	$ -	$ 725,000.00	Funds not available for use, grant match only
					2021 CIP			
P515	Justice Center Remodel	$ -	$ 600,000.00	$ -	$ -	$ -	$ 600,000.00	
P537	Fiber Replacement and Addition	$ -	$ 700,000.00	$ -	$ 125,243.79	$ 125,243.79	$ 574,756.21	
P539	Central Maintenance Light Pole	$ 14,933.44	$ 46,214.42	$ 14,933.44	$ 3,867.98	$ 18,801.42	$ 27,413.00	
P540	Jail Renovations Phase II	$ -	$ 1,641,000.00	$ -	$ 1,206,158.63	$ 1,206,158.63	$ 434,841.37	
P544	JJC - Door, Intercom & Camera	$ 9,749.85	$ 875,000.00	$ 320,722.17	$ 452,291.44	$ 773,013.61	$ 101,986.39	
P562	Expo Center Support Amenities	$ 247,710.31	$ 1,500,000.00	$ 284,812.31	$ 1,215,187.69	$ 1,500,000.00	$ -	
P563	SW Regional Parking Lot	$ 148.92	$ 920,000.00	$ 594,775.77	$ 71,123.40	$ 665,899.17	$ 254,100.83	
P567	2021 CIP Non Departmental	$ -	$ 835,942.20	$ -	$ -	$ -	$ 835,942.20	Unallocated funds
P583	FIF Grant Match	$ -	$ 125,000.00	$ -	$ -	$ -	$ 125,000.00	Funds not available for use, grant match only
					2021 TAN			
P590	2021 TAN Non Departmental	$ 200,565,004.42	$ 200,565,004.42	$ 564,713.94	$ -	$ 564,713.94	$ 200,000,290.48	Unallocated Funds
					2013 Park Bond			
P207	TWIN LAKES OVERNIGHT CAMP		$ 1,351,500.00	$ 1,351,500.00	$ -	$ 1,351,500.00	$ -	
P290	2013 ROAD NON-DEPARTMENTAL		$ -	$ -	$ -	$ -	$ -	
P315	RIVER RANCH COUNTY PARK		$ 11,859,104.38	$ 11,280,840.46	$ 595,391.84	$ 11,876,232.30	$ (17,127.92)	Needs additional funds
P316	BLACKLAND HERITAGE PHASE I		$ 46,780.47	$ 3,537.50	$ -	$ 3,537.50	$ 43,242.97	
P320	SW REG PARK PAVILION		$ 922,413.93	$ 922,413.93	$ -	$ 922,413.93	$ -	
P321	Champion Park Ph 2		$ 367,957.20	$ 367,957.20	$ -	$ 367,957.20	$ -	
P418	Wilco Expo Center		$ 10,717,423.37	$ 10,717,423.37	$ -	$ 10,717,423.37	$ -	
P419	Brushy Creek Trail PH V		$ 4,040,141.48	$ 4,040,141.48	$ -	$ 4,040,141.48	$ -	
P444	Park Land Acquisition		$ 3,354,185.09	$ 2,605,869.28	$ -	$ 2,605,869.28	$ 748,315.81	
P445	Comprehensive Park Master Plan		$ 98,887.06	$ 98,887.06	$ -	$ 98,887.06	$ -	
P446	Hike & Bike Trail Pct. 1		$ -	$ -	$ -	$ -	$ -	
P447	Hike & Bike Trail Pct. 2		$ 406,827.62	$ -	$ -	$ -	$ 406,827.62	
P448	Hike & Bike Trail Pct. 3		$ 2,926,480.00	$ 467,308.47	$ 19,480.13	$ 486,788.60	$ 2,439,691.40	
P449	Hike & Bike Trail Pct.4		$ -	$ -	$ -	$ -	$ -	
P454	Bagdad Trail		$ 319,520.27	$ 319,520.27	$ -	$ 319,520.27	$ -	
P464	Expo RV Park Site		$ 1,446,851.23	$ 1,446,851.23	$ -	$ 1,446,851.23	$ -	
P465	Interpretive Center		$ 1,163,254.00	$ 883,969.07	$ 196,809.14	$ 1,080,778.21	$ 82,475.79	
P474	Expo Horse Stall Barn		$ 2,845,523.30	$ 2,776,725.32	$ 63,201.17	$ 2,839,926.49	$ 5,596.81	
P475	Expo Concession & Restrooms		$ 72,426.70	$ 67,601.55	$ 1,777.72	$ 69,379.27	$ 3,047.43	
P500	2013 PARK NON-DEPARTMENTAL		$ 1,206,034.42	$ 634,237.15	$ -	$ 634,237.15	$ 571,797.27	$500,000 available
					2019 Park Bond			
P342	Bagdad/CR 279 Gabriel to Jinks		$ 3,000,000.00	$ -	$ -	$ -	$ 3,000,000.00	
P343	Bagdad/CR 279(Lp 332 to CR281)		$ 4,500,000.00	$ -	$ -	$ -	$ 4,500,000.00	
P550	2019 Park Non-Departmental		$ 576,858.77	$ 296,286.60	$ -	$ 296,286.60	$ 280,572.17	$200,000 available
P551	Brushy Creek Trl/Hairy Man Rd		$ 2,505,000.00	$ 25,145.05	$ 351,005.38	$ 376,150.43	$ 2,128,849.57	
P552	Champion Park Parking Lot		$ 305,000.00	$ 109,070.66	$ 50,799.00	$ 159,869.66	$ 145,130.34	
P553	SW Reg Park to BCRT		$ 4,500,000.00	$ 31,471.00	$ 36,629.00	$ 68,100.00	$ 4,431,900.00	
P554	ILA Cedar Park Lakeline Park		$ 2,000,000.00	$ 147.00	$ -	$ 147.00	$ 1,999,853.00	
P555	YMCA Pedestrian Bridge		$ 900,000.00	$ 536.00	$ -	$ 536.00	$ 899,464.00	
P558	SWRP towards Lake Georgetown		$ 5,500,000.00	$ 33,569.68	$ 57,168.00	$ 90,737.68	$ 5,409,262.32	
P559	Berry Springs Amenities		$ 3,145,000.00	$ 67,401.00	$ -	$ 67,401.00	$ 3,077,599.00	
P560	SW Regional Park Restrooms		$ 270,000.00	$ 45,750.28	$ 40,891.00	$ 86,641.28	$ 183,358.72	
P561	Brushy Creek Trail/Redbud Ln		$ 3,125,000.00	$ 23,459.32	$ 36,688.00	$ 60,147.32	$ 3,064,852.68	
P562	Expo Center Support Amenities		$ 3,950,000.00	$ -	$ 464,029.00	$ 464,029.00	$ 3,485,971.00	
P569	RIVER RANCH SUPPORT AMENITIES		$ 1,300,000.00	$ -	$ -	$ -	$ 1,300,000.00	
					LTP			
P568	LTP NONDEPARTMENTAL	$ -	$ 850,000.00	$ -	$ -	$ -	$ 850,000.00	Unallocated funds
					2022 CIP			
TBD	TBD						$ 12,700,000.00	Unallocated funds
					FY22 LTP RB			
TBD	TBD						$ 5,564,168.00	Unallocated funds
					FY22 LTP GF			
TBD	TBD						$ 13,877,365.00	Unallocated funds
					FY22 FIF GRANT			
TBD							$ 850,000.00	Funds not available for use, grant match only

Total funds available	$ 235,345,977.03	
Flood Plain Grant (funds needed)	FY22	$ 850,000.00
	FY23	$ 1,249,593.00

CAPITAL IMPROVEMENT PLAN 2022

Item #	Reference #	Year Proj. needs Funding	PROJECT		Total Cost
			EMERGENCY SERVICES		**$ 13,400,000**
0120	1015-15-0120	2015	M42 Taylor Ambulance Station (Move to possible different location out of flood plain)		$ 1,250,000
0192	0587-20-0192	2021	ESOC - Dynamic System Resilience (Motorola) / New Wilco Building or ESOC Expansion		$ 4,000,000
0193	0541-22-0193	2022	Comprehensive Flood Monitoring System		$ 5,000,000
0194	0540-22-0194	2022	Generator for EMS Stations: Medic 11, Medic 41, Medic 42		$ 215,000
0195	0581-22-0195	2022	Fire/EMS Paging Redundancy		$ 1,100,000
0196	0581-22-0196	2022	Security Fence Upgrade for ESOC		$ 425,000
0197	0581-22-0197	2022	Console Furniture Replacements - Comm Floor		$ 560,000
0198	0587-22-0198	2022	ESOC Audio-Visual repair and enhancements		$ 650,000
0199	0587-22-0199	2022	ESOC Parking Lot Crack Seal/Seal Coat/Stripe		$ 200,000
			INFORMATION TECHNOLOGY SERVICES		**$ 17,000,000**
0220	0503-19-0220	2025	ERP Purchase/Upgrade		$ 5,000,000
0233	0503-22-0233	2022	Public Safety Software Enhancement/Replacement ** Project is under review - Cost estimated $12M*		$ 12,000,000
			PARKS		**$ 1,284,250**
0382	1047-18-0382	2018	EXPO - Electronic Events Sign		$ 325,000
0384	1047-19-0384	2019	EXPO - North Access Road from Bill Pickett Trail		$ 400,000
0392	1047-22-0392	2022	Expo Center - Electrical Upgrades		$ 100,000
0393	0510-22-0393	2022	Regional Park - 400 Meter Track Repairs		$ 300,000
0394	0510-22-0394	2022	River Ranch County Park - Additional Pavement		$ 60,750
0395	0510-22-0395	2022	Regional Park - Renovate Restroom Building		$ 98,500
			CENTRAL MAINTENANCE		**$ 4,916,521**
4011	1026-19-4011	2019	Fleet Parts Room expansion		$ 500,000
4029	1026-19-4029	2019	Fleet Heavy Equipment Shop		$ 3,000,000
4102	1026-21-4102	2021	Service Road Reconstruction		$ 405,193
4107	1026-21-4107	2021	Countywide Flood Plane Mapping (FY21, FY22, FY23 $850k each) $2,550,000 total cost		$ 850,000
4113	1026-22-4113	2022	Fuel Truck		$ 161,328
			BUILDINGS		**$ 62,511,000**
0485	0509-18-0485	2018	New Space - New Administration Building		$ 43,000,000
4087	1006-20-4087	2020	New Space - WCCHD Round Rock Texas Ave Annex Building: 25,000sqft New Building		$ 7,500,000
0435	1051-15-0435	2015	Remodel - Carquest space - County owned bldg. into offices and large meeting room		$ 600,000
0402	1005-15-0402	2020	Remodel - Round Rock Annex Building A: Remodel to bring up to standards		$ 2,525,000
0405	1006-15-0405	2020	Remodel - Round Rock Annex Building B: Remodel to bring up to standards		$ 2,525,000
0407	1000-15-0407	2020	Remodel - Repair Historic Court House Terracotta: replace all blocks banding balconies		$ 1,000,000
0412	1032-15-0412	2024	Remodel - Pct. 2 Cedar Park Annex 2-Story addition on back		$ 3,000,000
4095	1022-21-4095	2021	New Roof at Historic Jail		$ 700,000
4096	1022-21-4096	2021	New Roof at Historic Jail North Addition Structure (or Demo - see #4097)		$ 700,000
4097	1022-21-4097	2021	Demo of North Addition Structure at Historic Jail (cancels #4096)		$ 325,000
4109	1043-22-4109	2022	Inner Loop Annex Generator		$ 480,000
4110	1042-22-4110	2022	CTTC Generator		$ 156,000
			SHERIFF'S OFFICE / CORRECTIONS		**$ 23,319,442**
			SO/Jail MasterPlan currently in review:		
4094	1008-21-4094	2021	*SO - Placeholder for SO HQ Expansion TBD after MasterPlan is complete*		$ 4,000,000
0459	1008-18-0459	2018	*SO - Secure HQ parking with new gates / window screens*		$ 500,000
0475	1008-18-0475	2018	*SO - Gym - Improve Air Quality* - ***High Priority***		$ 300,000
4024	1008-19-4024	2019	*SO - East Side Parking Lot Expansion*		$ 500,000
4030	1008-19-4030	2019	*SO - Front Reception Windows - Data*		$ 65,000
4031	1008-19-4031	2019	*SO - Front Reception Windows - Warrants*		$ 65,000
4080	0560-20-4080	2020	*SO - Upgrade Evidence Intake Room*		$ 100,000
0455	1008-18-0455	2018	*Jail - Jail Headquarters Expansion (where handicap parking is) - more space (Design)*		$ 500,000
4033	1008-19-4033	2019	*Jail - Jail Design and Construction - fourth floor buildout*		$ 12,000,000
4082	1008-20-4082	2020	*Jail - Covering Recreational Yards*		$ 250,000
0471	0560-18-0471	2018	SOTC - Training Center Perimeter Wall and Fence - SO Top Priority		$ 375,000
0468	0560-18-0468	2018	SOTC - Driving Track and Skid Pad at Firearms Range for training - SO Priority #3		$ 1,500,000
4025	0560-19-4025	2019	SOTC - Bullet Trap - SO Priority #2		$ 131,000
4014	0560-19-4014	2019	SOTC - Obstacle Course at SOTC by landfill - SO Priority #5		$ 130,000
4023	0560-19-4023	2019	SOTC - Shoot House - SO Priority #4		$ 900,000
4084	1008-20-4084	2020	Jail - Replace Flooring		$ 379,942
4085	1008-20-4085	2020	Jail - Security Camera Addition and Upgrade		$ 400,000
4092	1008-21-4092	2021	Jail - North & South Docking Stations for Generators		$ 150,000
4098	1008-21-4098	2021	Jail - South Jail Boiler Room Renovation - **High Priority**		$ 678,500
4108	1008-22-4108	2022	Jail / SO Building Automation System (BAS) Retrofit		$ 395,000
			JUSTICE CENTER		**$ 7,550,000**
4004	1009-19-4004	2019	Justice Center - Remodel Second floor into County Courts		$ 3,700,000
4048	1009-19-4048	2019	Justice Center - Remodel Basement - Vacated Space into CA/other offices		$ 850,000
4114	1009-20-4114	2022	*Justice Center S.O. Security and Parking Improvements - Full cost TBD (pending Committee Review)*		$ 3,000,000
			JUVENILE JUSTICE CENTER		**$ 50,005,000**
4007	1045-19-4007	2019	Juvenile Justice Center - Additional Detention Capacity		$ 35,000,000
4049	1045-19-4049	2019	Juvenile Justice Center - Construct Family Court		$ 14,000,000
4111	1045-22-4111	2022	Juvenile Justice Center - Shower Renovation		$ 180,000
4112	1045-22-4112	2022	Juvenile Justice Center - Generator		$ 825,000
			EXISTING PROJECTS / UNFUNDED COMPONENTS		**$ 16,779,288**
P515		2022	Judges Quarters and Jury Impaneling Room for New District Court		$ 500,000
P548		2022	JP4 Hutto Remodel - additional funding		$ 600,000
P562	Option A	2022	EXPO Remodel: Covered Arena/Restroom/Showers/Expand Area & Seating/Add 2 Covered Pavilions		$ 6,525,096
P562	Option B	2022	EXPO Remodel: Covered Arena/Restrooms/Showers		$ 5,502,096
P562	Option C	2022	Expo Remodel: Smaller Covered Arena/Restrooms/Showers		$ 3,652,096

Notes: This is a continually growing document with estimated costs at time of request.

Reported as of September 3, 2021

TOTAL COUNT **66** **$ 196,765,501**

Meeting Date: 09/14/2021
Executive Session
Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond
Department: Road Bond
Agenda Category: Executive Session

Information

Agenda Item

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

A. Real Estate Owned by Third Parties
Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 278
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for SH 29 @ DB Wood.
g) Discuss the acquisition of real property for CR 366.
h) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of drainage easement in relation to County Road 176
v) Discuss acquisition of right of way for Corridor E.

B. Property or Real Estate owned by Williamson County
Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

c) Discuss property usage at Longhorn Junction
d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574

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

D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:48 AM
Form Started By: Charlie Crossfield		Started On: 09/09/2021 08:22 AM
Final Approval Date: 09/09/2021		

Commissioners Court - Regular Session **94.**

Meeting Date: 09/14/2021

Economic Development

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

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

a) Business prospect(s) that may locate or expand within Williamson County.
b) Project Crystal
c) Project Winston
d) Project Solo
e) Project Stamp
f) Project Red Hot Chili Pepper
g) Project Nirvana
h) Project Sound Garden
i) Project Def Leopard
j) Project Flex Power

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/09/2021 08:48 AM

Form Started By: Charlie Crossfield Started On: 09/09/2021 08:23 AM

Final Approval Date: 09/09/2021