NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
December 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 – 19)

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

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

5. Discuss, consider, and take appropriate action on accepting a donation of $5,000 from the Orphan Kitten Club to the Williamson County Regional Animal Shelter.

6. Discuss, consider and take appropriate action on an addendum to the agreement with Dr. Melanie Thevis to provide HQHV spay/neuter surgeries for the dogs and cats of Williamson County Regional Animal Shelter.

7. Discuss, consider and take appropriate action to accept a donation of 6 used police radar units to Constable Pct. 1.

8. Discuss, consider and take appropriate action on a Spypoint Link-S Camera Set Usage Agreement between Williamson County Constable Precinct No. 4 acting by and through Williamson County and Capital Area Council of Governments (CAPCOG) in relation to the use of Spypoint Link-S Cellular Camera Sets for use in investigating environmental crimes.

9. Discuss, consider and take appropriate action on accepting a donation to Williamson County Juvenile Services from Juvenile Board Judges in the amount of $400.00 for food and supplies purchased for the County-wide Thanksgiving meal event that took place in November 2021.

10. Discuss, consider and take appropriate action on approving the lease agreements between Williamson County and SHARP Electronics Corp. for two (2) copy machines in the amounts of $235.36 for one copier and $193.36 for the second copier per month, for thirty-six (36) months each, for the County Auditor's Office, pursuant to DIR contract #DIR-CPO-4433.

11. Discuss, consider and take appropriate action on approving the Renewal Agreement and related County Addendum between Williamson County and Lavi Industires for the Virtual Queue Manager (QTrac) to support the continued operations of Williamson County Departments at the cost of $1,790.00 per month, plus text message charges, and exempt this item from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption Section 262.024(a)(7)(D) captive replacement parts or components for equipment and authorizing execution of the related documents.

12. Discuss, consider, and take appropriate action on approving the Renewal and Addendum between Williamson County and Idemia Identity & Security for the Annual Help Desk Maintenance Services to support the operations of the Williamson County Attorney's Office, in the amount of $5,538.00, and exempting Idemia Identity & Security 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.

13. Discuss, consider and take appropriate action on a mutual Agreement to Terminate Work Authorization No. 2 with Talex Inc, Engineers, under the First Amended and Restated Agreement, executed on November 24, 2020, for the Jail Magistrate Court, Elevator 9 and Chiller 4 (P540).

14. Discuss, consider and take appropriate action on Tradesman Services LTD, Change Order No. 2 for the Williamson County Juvenile Justice Center RTU Replacement Project (533) in the amount of $29,109.

15. Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Angel Gomez, with general authority to approve invoices and change orders for the Southwest Regional Park Restrooms (P560) for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

16. Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Angel Gomez, with general authority to approve invoices and change orders for the Champions Park (P552) for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

17. Discuss, consider and take appropriate action on Change Order No 2 to contract number T4609 in the amount of -$3,586.50 for Tradesman's Industrial Park and 79 Business Park Milling, Sealing and Overlay. Funding source: 01.0200.0210.003599.

18. Discuss, consider and take appropriate action on Change Order No 2 to contract number T4461 in the amount of $5,384.28 for McNeil Road Milling, Sealing and Overlay. Funding source: 01.0200.0210.003599.

19. Discuss, consider and take appropriate action on approving the extension of Aggregate Contract #T1303, renewal option period #1, for the same terms and conditions as the existing contract but with a price increase of 17%, with Vulcan Construction Materials, LLC, for the term of 10/6/2021 - 10/5/2022.

REGULAR AGENDA

20. Discuss, consider and take any necessary action to approve an Order for Interment by Cremation of deceased (Susan Allen) who passed away in Justice of the Peace, Pct. 2 of Williamson County, TX where there has been no inquest and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

21. 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.

22. Discuss, consider and take appropriate action to approve projects and budgets for the remaining funds in the 2022 Capital Improvement Program, Long Range Transportation (LTP), 2019 Road Bond, Coronavirus Aid, Relief, and Economic Security (CARES) Act, the American Rescue Pan Act (ARPA) and the 2021 Tax Anticipation Note (TAN).

23. Discuss, consider and take appropriate action on an update from Human Resources on compensation for Williamson County employees.

24. Discuss, consider and take appropriate action on allowing HBO *Love & Death* to film at Williamson County owned properties.

25. Discuss, consider and take appropriate action on the engagement of the law firm of ----------Germer PLLC to represent Williamson County in relation to the cases of Marquina Gilliam-Hicks v. Sean Feldmann, in his individual capacity, and Williamson County, Texas; Skylar Leal v. Williamson County, Texas, et al.; Imani Nembhard v. Williamson County, Texas, et al.; and Gary Watsky v. Williamson County, Texas, et al.; 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).

26. Discuss, consider and take appropriate action to approve a First Amended Resolution regarding the redistricting of Williamson County Political Boundaries, including, but not limited to the acceptance of new political boundaries for the Williamson County Election, Justices of the Peace, Constables and Commissioners Court Precincts.

27. Discuss, consider, and take appropriate action regarding Voting Tabulation Districts, also known as Voting Precincts, in Williamson County.

28. Discuss, consider and take appropriate action on the nomination process for Emergency Services District (ESD) Board Members following redistricting.

29. Discuss, consider and take appropriate action on reappointment of Chuck Walker to Place #4 of the ESD #4 Board of Directors for a two-year term beginning January 1, 2022, and ending December 31, 2023.

30. Discuss, consider and take appropriate action on appointment of Kim Sanders to Place #5 of the ESD #4 Board of Directors for a two-year term beginning January 1, 2022, and ending December 31, 2023.

31. Discuss, consider and take appropriate action on reappointment of Vaden Mohrmann to Place #1 of the ESD #11 Board of Directors for a two-year term beginning January 1, 2022, and ending December 31, 2023.

32. Discuss, consider and take appropriate action on reappointment of Nancy Hood to Place #2 of the ESD #11 Board of Directors for a two-year term beginning January 1, 2022, and ending on December 31, 2023.

33. Discuss, consider and take appropriate action on reappointment of Daniel Martilotti to Place #1 on the ESD #12 Board of Directors for a two-year term beginning January 1, 2022, and ending on December 31, 2023.

34. Discuss, consider and take appropriate action on reappointment of Edward Trent to Place #2 of the ESD #12 Board of Directors for a two-year term beginning January 1, 2022, and ending on December 31, 2023.

35. Discuss, consider, and take appropriate action on Amendment 1 to Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management.

36. Discuss, consider, and take appropriate action on approving a Memorandum of Understanding between Williamson County and The University of Texas Health Science Center at Houston for Williamson County EMS participation in the Cardiac Arrest Registry to Enhance Survival program.

37. Discuss, consider and take appropriate action on approving the agreement between Lexipol, LLC and Williamson County for annual online subscription services in the amount of $21,000.00 and exempting this purchase from the competitive bidding requirement per Texas Local Government Code Discretionary Exemptions §262.024 (a)(7)(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies, and authorizing the execution of the agreement.

38. Discuss, consider and take appropriate action on approving the purchase of three (3) medical equipment purchases for the Williamson County Jail and exempting the procurement of such items 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, and authorize the County Judge to execute all associated documents.

Equipment requested is a High Powered Slit Lamp Microscope from Armstrong Optical for $3,740.00; a Portable X-Ray Machine from Maven Imaging for $35,980.00 and an Ultrasound Machine from McKesson for $37,539.12 for a total expense amount of $77,259.12.

39. Discuss, consider and take appropriate action on a Resolution and Order of the Commissioners Court Of Williamson County, Texas In Support of the Establishment of a Civil Court Alternative Dispute Resolution System pursuant To Tex. Civ. Prac. & Rem. Code § 135.151 & Ch. 152.

40. Discuss, consider, and take appropriate action on awarding RFQ #21RFSQ2 for the remodel of the ground-floor of north Jail and to provide a new elevator and HVAC unit to Talex Inc., Engineers, in the amount of $216,511.00, and authorize execution of the agreement. Funding Source is P540.

41. Discuss, consider, and take appropriate action on approving the purchase agreement for Construction Services between Automated Logic Contracting Services, Inc. and Williamson County for North Jail Building Automation System (BAS) Retrofit, in the amount of $243,075.00, pursuant to BuyBoard Contract 631-20 and authorizing the execution of the agreement. Funding Source 445P.

42. Authorize the Guaranteed Maximum Price (GMP) Proposal with awarded RFP #T3931 Construction Manager at Risk (CMAR), Chasco Constructors Ltd, llc for Bid Package 2 projects at the Expo Center, in the amount of $2,009,747.00 and authorize the execution of the agreement between Williamson County and CMAR. P562

43. Discuss, consider, and take appropriate action on approving amendment No 1 to contract for Construction Manager At Risk (CMAR) for Expo Center Various Improvements Project between Chasco Constructors Ltd, LLC reducing the original CMAR's Fee from $509,850.00 to $305,496.00, and authorizing execution of the agreement. P562

44. Discuss, consider, and take appropriate action on awarding RFP #22RFP32 for Overhead Door Annual Preventative Maintenance Service to The Door Company with the Request for Proposal and The Door Company's submittal serving as the contracting documents.

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

46. Discuss, consider and take appropriate action on awarding RFP #21IFB24 for Bulk Fuel to the overall lowest best value bidder, Pinnacle Petroleum, Inc.

47. Discuss, consider, and take appropriate action regarding Change Order No. #11 in the amount of $68,933.28 for 1812-282 Seward Junction Improvements (Jordan Foster), a Road Bond project in Commissioner Pct. 2 P:271/274 Funding Source: Road Bond.

48. Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of $-184,400.43 for Project 1901-285 CR 176 at RM 2243 (Joe Bland Construction), a Road Bond project in Commissioner Pct. 3, P: 241, Funding Source: Road Bond.

49. Discuss, consider and take appropriate action on a real estate contract with John and Lacie Hale for right of way needed on the Liberty Hill Bypass project (Parcel 8). Funding Source: Road Bonds P346

50. Discuss, consider and take appropriate action on a Rule 11 Condemnation Settlement Agreement with Charles Barr, Rosa Barr, Diane Barr and Clyde Barr for right of way needed on the SE Loop Segment 3 project (Parcel 69). Funding Source: Road Bonds P332

51. Discuss, consider and take appropriate action on a letter agreement with Robert and Deanna Thompson for a Jonah Waterline Easement needed on the CR 111 project (Parcel 31A-E). Funding Source: Road Bonds P213

52. Discuss, consider and take appropriate action on a letter agreement with Joseph Buckler for a Jonah Waterline Easement needed on the CR 111 project (Parcel 30E). Funding Source: Road Bonds P213

53. Discuss, consider and take appropriate action on a letter agreement with Morris Wayne Krueger and Michael Ray Krueger for a Flint Hills replacement gas easement needed on the SE Loop Segment 3 project (Parcel 67GE). Funding Source: Road Bonds P332

54. Discuss, consider and take appropriate action on a letter agreement with Michael Ray Krueger for a Flint Hills replacement gas easement needed on the SE Loop Segment 3 project (Parcel 71GE). Funding Source: Road Bonds P332

55. Discuss and consider authorizing the County Judge to execute an Order closing portions of CR 401 and CR 404, within the Samsung property.

56. Discuss, consider and take appropriate action on a real estate contract with Kari A. Raesz, Independent Administrator of the Estate of Cynthia D. Krueger (deceased) for right of way and easements needed on the SE Loop Segment 3 project (Parcel 73). Funding Source: Road Bonds P332

EXECUTIVE SESSION

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

57. 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
g) Discuss the sale of 106 Dana Drive, Hutto, Texas

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

D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

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

a) Business prospect(s) that may locate or expand within Williamson County.
b) Project Crystal
c) Project Winston
d) Project Solo
e) Project Stamp
f) Project Red Hot Chili Pepper
g) Project Nirvana
h) Project Sound Garden
i) Project Def Leopard
j) Project Flex Power
k) Project Pearson Ranch
l) Project Orange
m) Project Fittipaldi
n) Project Venture

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

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
g) 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. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In The United States District Court for the Western District of Texas, Austin Division.

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

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

REGULAR AGENDA (continued)

62. Discuss and take appropriate action concerning economic development.

63. Discuss and take appropriate action concerning real estate.

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

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
g) Claim of Regina Wright.
h) 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.
i) 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.
j) 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.
k) 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.
l) Shamona Harris - EEOC Charge #451-2021-00812.
m) 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.
n) 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.
o) 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.
p) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
q) 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.
r) 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.
s) Kelli Bomer - EEOC Charge #451-2021-00920.
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u) 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.
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y) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
z) Williamson County Landfill Operation Agreement Terms and Conditions.
aa) Civil Action No. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In The United States District Court for the Western District of Texas, Austin Division.

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

66. Comments from Commissioners.

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

_____
Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 10th day of December 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: 12/14/2021

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	12/08/2021 05:56 PM
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:42 AM
Form Started By: Kayla Marek		Started On: 12/08/2021 04:40 PM
Final Approval Date: 12/09/2021		

Organization	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	TCO Specialist.0175.001100.	14628	$53,900.93	$1,078.02	2.00	$54,978.96	-	MERIT	24-Dec-21
911 Communications	TCO Specialist.0169.001100.	05565	$56,990.66	$1,139.83	2.00	$58,130.49	-	MERIT	24-Dec-21
Building Maintenance	HVAC Tech II.1857.001100.	13585	$47,265.92	$945.32	2.00	$48,211.24	-	MERIT	24-Dec-21
Emergency Medical Services	EMS Field Commander.1653.001100.	12358	$55,410.93	$1,662.34	3.00	$57,073.27	-	MERIT	24-Dec-21
Unified Road Systems	Foreman R&B.1496.001100.Y	11669	$61,596.60	$2,499.90	4.06	$64,096.50	-	MERIT	24-Dec-21
Unified Road Systems	Foreman R&B.1509.001100.	05839	$66,159.34	$1,271.92	1.92	$67,431.26	-	MERIT	24-Dec-21
Unified Road Systems	Foreman R&B.1506.001100.	04802	$65,979.94	$1,268.02	1.92	$67,247.96	-	MERIT	24-Dec-21
Unified Road Systems	Foreman R&B.1503.001100.	11120	$64,898.34	$1,248.00	1.92	$66,146.34	-	MERIT	24-Dec-21
Unified Road Systems	Foreman R&B.1505.001100.	03281	$64,986.48	$1,249.04	1.92	$66,235.52	-	MERIT	24-Dec-21
Unified Road Systems	Foreman I.1600.001100.	02725	$64,585.30	$1,242.02	1.92	$65,827.32	-	MERIT	24-Dec-21
Unified Road Systems	Foreman R&B.1507.001100.	03966	$59,280.00	$2,500.16	4.22	$61,780.16	-	MERIT	24-Dec-21
Unified Road Systems	Foreman R&B.1504.001100.	01772	$66,627.60	$1,281.02	1.92	$67,908.62	-	MERIT	24-Dec-21

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0581	001100	2,217.85	
01	0100	0581	002010	169.67	
01	0100	0581	002020	358.85	
01	0100	8004	001130		2,217.85
01	0100	8004	002010		169.67
01	0100	8004	002020		358.85
01	0100	0540	001100	1,662.34	
01	0100	0540	002010	127.17	
01	0100	0540	002020	268.97	
01	0100	8004	001130		1,662.34
01	0100	8004	002010		127.17
01	0100	8004	002020		268.97
01	0100	0509	001100	945.32	
01	0100	0509	001130		945.32
01	0200	0210	001100	12,560.08	
01	0200	0210	001130		12,560.08

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
454 - JP4	1011	14889	$63,722.36	No Change	$65,733.77	$64,830.01	$903.76	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1011 to PCN 1008.	12/24/2021
454 - JP4	1008	N/A	N/A	N/A	$36,096.24	$37,000.00	N/A	$903.76	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1011 to PCN 1008.	12/24/2021

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **4.**

Meeting Date: 12/14/2021

Justice of the Peace 4 November 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, November 2021 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM NOV 2021

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 10:42 AM
Form Started By: Veronica Bolander		Started On: 12/09/2021 10:32 AM
Final Approval Date: 12/09/2021		

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 November 2021.

Signed on this the 8th day of December 2021.

S Hackenberg

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

JUSTICE COURT PRECINCT 4
WILLIAMSON COUNTY, TEXAS

Payment Report - Transaction/Adjustment Detail

Transaction Date: **11/01/2021 - 11/30/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**24,674.05**	**24,674.05**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**24,674.05**	**24,674.05**
Tender Method Summary			
Tender Types	Cash	599.90	599.90
	Cashier's Check	618.00	618.00
	Certified Payments Credit Card	6,486.65	6,486.65
	Check	3,136.00	3,136.00
	E-File Credit Card	12,354.50	12,354.50
	Money Order	1,479.00	1,479.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

Transaction Date: **11/01/2021 - 11/30/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	1.77
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	(0.67)
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	4,540.13
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-4-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	70.00
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	8,980.00
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	0.62
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	21.15
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	3,049.20
01-0100-0000-370500 - Miscellaneous Revenue	L-004-4-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	1.67
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	775.00
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	533.56
	0100 - General Fund Total:	**17,972.43**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	0.05
	0361 - JP Security Fund Total:	**0.05**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	0.06
	0369 - JP-4 Truancy Program Fund Total:	**0.06**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	0.05
	0372 - Justice Court Technology Fund Total:	**0.05**

Payment Report - G/L and Fund Summary

Transaction Date: **11/01/2021 - 11/30/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
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	1,550.00
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	0.03
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	0.50
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	2,362.87
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	0.05
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	0.08
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	52.06
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	1,455.54
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	0.03
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	930.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	0.30
	0399 - State Agency Fund Total:	**6,351.46**
JP BOND		
01-0100-0000-207008 - JP4 Bond Liability Account	L-004-4-01-02-00002: JP4 Registry Bond Account Liability	350.00
	JP BOND Total:	**350.00**
	Fee Totals for All Funds:	**24,674.05**

Payment Report - Fee Code Summary

Transaction Date: **11/01/2021 - 11/30/2021** 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)	52.06	11	0.00	0	0.00	0	52.06	11
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	138.50	31	0.00	0	0.00	0	138.50	31
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	2,362.87	42	0.00	0	0.00	0	2,362.87	42
2020CDF	Compliance Dismissal Fine	30.00	3	0.00	0	0.00	0	30.00	3
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	110.00	11	10.00	1	0.00	0	120.00	12
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	533.56	42	0.00	0	0.00	0	533.56	42
2020LTF	Local Traffic Fine (TC 542.403)	87.32	33	0.00	0	0.00	0	87.32	33
2020STF	State Traffic Fine (TC 542.4031)	1,455.54	33	0.00	0	0.00	0	1,455.54	33
2020TPF	Time Payment Fee CCP 102.030	21.15	3	0.00	0	0.00	0	21.15	3
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	0.06	1	0.00	0	0.00	0	0.06	1
CB	Cash Bond	350.00	2	0.00	0	0.00	0	350.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	0.50	1	0.00	0	0.00	0	0.50	1
CCOP	Civil Copies	5.50	2	0.00	0	0.00	0	5.50	2
CERT	Certified Copy	11.75	2	0.00	0	0.00	0	11.75	2
CFINE	County Fine	3,059.20	28	0.00	0	(10.00)	1	3,049.20	29
CHS	Courthouse Security Fee (CCP 102.017)	0.04	1	0.00	0	0.00	0	0.04	1
CHSJC	JP Security Fee (CCP 102.017)	0.01	1	0.00	0	0.00	0	0.01	1
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.08	1	0.00	0	0.00	0	0.08	1
COLLFEE	Collection Agency Fee	1.77	1	0.00	0	0.00	0	1.77	1
CONT3	Constable Service Fee Pct #3	70.00	1	0.00	0	0.00	0	70.00	1
CONT4	Constable Service Fee Pct #4	5,530.00	62	0.00	0	0.00	0	5,530.00	62
CVFEEOVER	Civil Overpayment Fee	0.00	0	0.00	0	(0.67)	1	(0.67)	1
DDF	Deferred Disposition Fee	150.00	3	0.00	0	0.00	0	150.00	3
EFF	Electronic Filing Fee	1,550.00	157	0.00	0	0.00	0	1,550.00	157
IDF	Indigent Defense Fee (LGC 133.107)	0.03	1	0.00	0	0.00	0	0.03	1
ISF	Indigent Legal Services Fee	930.00	157	0.00	0	0.00	0	930.00	157
JCF	Civil Filing Fee	3,850.00	155	0.00	0	0.00	0	3,850.00	155
JCTF	Judicial/Court Training Fee Due to State	775.00	157	0.00	0	0.00	0	775.00	157
JCTF	Justice Court Technology Fee (CCP 102.0173)	0.05	1	0.00	0	0.00	0	0.05	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	0.05	1	0.00	0	0.00	0	0.05	1

Payment Report - Fee Code Summary

Transaction Date: **11/01/2021 - 11/30/2021** 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
JTP	Juvenile Truancy Program (CCP 102.0174)	0.06	1	0.00	0	0.00	0	0.06	1
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
LT10	Overpayments < $10	1.00	1	0.00	0	0.00	0	1.00	1
LT10	Overpayments < $10	0.00	0	0.67	1	0.00	0	0.67	1
SCFF	Small Claims Filing Fee	25.00	2	0.00	0	0.00	0	25.00	2
TP	Time Payment Fee	0.30	1	0.00	0	0.00	0	0.30	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	0.03	1	0.00	0	0.00	0	0.03	1
WARC4	Warrant Fee - Constable Pct. 4	0.62	1	0.00	0	0.00	0	0.62	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	95.00	19	0.00	0	0.00	0	95.00	19
WSF4	JP4 - Writ Service Fee	3,450.00	23	0.00	0	0.00	0	3,450.00	23

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	24,674.05	995	10.67	2	(10.67)	2	24,674.05	999

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 11/01/2021-11/30/2021

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$533.56	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$186.75		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$190.56		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$152.45		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$3.80		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$533.56	$533.56			100.000000%
Collected	$533.56				

Commissioners Court - Regular Session **5.**

Meeting Date: 12/14/2021

Orphan Kitten Grant Acceptance

Submitted For: Misty Valenta **Submitted By:** Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a donation of $5,000 from the Orphan Kitten Club to the Williamson County Regional Animal Shelter.

Background

The grant from the Orphan Kitten Club will be used to support the Williamson County Regional Animal Shelter's Kitten Care Program. The court approved applying for this grant in a previous session. Attached is a document to sign in order to accept the donation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Orphan Kitten Grant

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/06/2021 01:51 PM
Form Started By: Misty Valenta		Started On: 12/06/2021 01:12 PM
Final Approval Date: 12/06/2021		

Dear **Williamson County Regional Animal Shelter,**

Congratulations!
Orphan Kitten Club (OKC) is thrilled to support your lifesaving efforts by investing **$5,000** in your organization in response to your Mightycat Program application **[ID-P098]**
Funds will be distributed via check following return of this agreement.

REQUIREMENTS:

By endorsing and depositing the grant award check, you represent and warrant that your organization will:

1. Use the funds for **Fecal testing supplies.**
2. **Provide OKC with continued content** (photos, video, written stories) and updates for 2-3 the kittens you have saved because of this funding.
3. **3-5 high-quality photos of the items purchased being used with OKC branding (stickers and signs).**
4. Announce and **celebrate the investment from Orphan Kitten Club** (minimum: 1-3 posts on social media) utilizing the OKC branded items sent in the grant packet.
5. Complete follow up grant reports in a timely manner. **This includes an update in 3 months after this agreement is signed.**
6. **Allow OKC to use your story, photos and video clips** on our website, social media, newsletters, or any other way we would like to communicate this story to the public

AWARD AMOUNT:

Orphan Kitten Club's funding decisions are made based on multiple factors including our own grant budget. Our award amount may be greater or less than the amount you suggested. As long as your use of funds stays focused on lifesaving objectives, you do not need to seek specific approval for each expenditure that deviates from the project description provided in the application. We trust that you will utilize these funds in the best manner possible to achieve the greatest return for your organization and community. If you are unable to complete the project outlined in your application, please contact us to discuss how the funding will need to be reallocated.

MUNICIPAL ORGANIZATIONS:

Municipalities are reminded that, per the certification you agreed to during the application process, funds donated shall not supplant or replace existing government funding, may not be appropriated to the general funds of the municipality, but rather must be utilized and become an additional part of the funding of the animal control sheltering department.

NON-DISPARAGEMENT CLAUSE:

As a recipient of an Orphan Kitten Club Mightycat Grant, your organization shall not make any oral or written statement about OKC which is intended or reasonably likely to disparage the organization, or otherwise degrade the OKC's reputation in the animal welfare community.

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Thank you for all you do for kittens! We look forward to hearing about the amazing lifesaving work you are able to accomplish with this investment.

Sincerely,
Orphan Kitten Club Team

Signature _____ Name & Title _____

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Commissioners Court - Regular Session **6.**

Meeting Date: 12/14/2021

Renew Veterinarian Contract

Submitted For: Misty Valenta **Submitted By:** Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an addendum to the agreement with Dr. Melanie Thevis to provide HQHV spay/neuter surgeries for the dogs and cats of Williamson County Regional Animal Shelter.

Background

Dr. Thevis will continue to provide high quality/high volume spay/neuter services as an independent contractor with this updated fee structure.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HQHV Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/06/2021 01:03 PM
Form Started By: Misty Valenta		Started On: 12/06/2021 12:38 PM
Final Approval Date: 12/06/2021		

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

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

THIS SECPMD AMENDMENT ("Second Amendment") is an amendment to that certain Professional Services Agreement, dated effective August 6, 2015 ("Agreement"), is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Melanie Thevis, D.V.M. (the "Vet"), being collectively referred to herein as the "Parties".

RECITALS

WHEREAS, pursuant to the terms of the Agreement, County retained Vet and Vet agreed to perform professional veterinary services at the Williamson Count Regional Animal Shelter ("Shelter");

WHEREAS, the Parties now desire to amend the Agreement to provide for an increase to the fee amount, which was originally set in 2015 and first amended in 2018;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and undertakings set forth below, the Parties hereby contract and agree to amend the Agreement as follows:

ARTICLE I
AMENDMENTS

1.01 Section II., Agreement Period shall be amended as follows:

The term for this Agreement shall commence August 4, 2015, and shall continue thereafter until September 30, 2015 (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement will renew on the same terms on annual basis until either County or Vet terminate the Agreement upon sixty (60) days written notice to the other party ("Additional Term"). The parties expressly agree to review the financial terms and pricing five (5) years after any previous rate increases.

1.02 Section IV., Fees and Funding, Paragraph A. Fee for the Initial Term shall be amended as follows:

A. Fee for Services. A fixed fee of Five Hundred Eighty and No/100 Dollars ($580.00) per surgical day will be paid to the Vet for a minimum of thirty-five (35) animals per surgical day. If the minimum number of animals cannot be scheduled, surgery will be

cancelled by the Shelter with no less than 72 hours' notice. If the number of animals scheduled for a surgical day exceeds thirty-five (35), the County shall pay Vet an additional fee of Seventeen and No/100 Dollars ($17.00) for each animal that exceeds the said minimum thirty-five (35) animals per surgical day.

ARTICLE II
MISCELLANEOUS

2.01 To the extent necessary to effect the terms and provisions of this Second Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement and any prior amendments are hereby ratified and confirmed.

2.02 This Second Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority have caused this Second Amendment to be duly executed to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY

By:_____

Printed Name: _____

As: Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20____

VET

By: Melanie Thevis DVM
Melanie Thevis, D.V.M

Date: December 10, 2021

Commissioners Court - Regular Session **7.**

Meeting Date: 12/14/2021

Equipment donation to Constable Pct. 1

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of 6 used police radar units to Constable Pct. 1.

Background

The Texas Dept. of Public Safety would like to donate 6 used police radar units to Constable Pct. 1. The radar units will be used for traffic enforcement.

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	12/08/2021 12:59 PM
Form Started By: Patrick Youngren		Started On: 12/08/2021 11:00 AM
Final Approval Date: 12/08/2021		

Commissioners Court - Regular Session **8.**

Meeting Date: 12/14/2021

CAPCOG / Constable 4 Camera Use Agreement

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Spypoint Link-S Camera Set Usage Agreement between Williamson County Constable Precinct No. 4 acting by and through Williamson County and Capital Area Council of Governments (CAPCOG) in relation to the use of Spypoint Link-S Cellular Camera Sets for use in investigating environmental crimes.

Background

This agreement provides that CAPCOG will allow the Constable Precinct No. 4's office the ability to use camera sets, at no cost, for purposes of investigating environmental crimes. The agreement outlines the obligations for the use. Reviewed by Hal Hawes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PCT 4 - CAPCOG Camera Use Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:52 AM
Form Started By: Brian Olson		Started On: 12/09/2021 08:33 AM
Final Approval Date: 12/09/2021		

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007362 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
    c. Number of violators identified
    d. Number of misdemeanor and felony cases investigated

5. WAIVER AND INDEMNIFICATION OF LIABILITY

To the extent allowed by Texas law, User agrees to indemnify and hold harmless CAPCOG, its officers, directors, agents, or employees for any and all property damage, claims, losses, lawsuits, judgments and/or expenses including attorney fees, in any way occurring, incident to, arising out of or in connection with the handling, condition, properties, use or misuse of the Spypoint Link-S Cellular Camera Set, equipment and supplies regardless of whether such property damage is incurred by User of other third party.

User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007363 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
    c. Number of violators identified
    d. Number of misdemeanor and felony cases investigated

5. WAIVER AND INDEMNIFICATION OF LIABILITY

To the extent allowed by Texas law, User agrees to indemnify and hold harmless CAPCOG, its officers, directors, agents, or employees for any and all property damage, claims, losses, lawsuits, judgments and/or expenses including attorney fees, in any way occurring, incident to, arising out of or in connection with the handling, condition, properties, use or misuse of the Spypoint Link-S Cellular Camera Set, equipment and supplies regardless of whether such property damage is incurred by User of other third party.

User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007364 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
    c. Number of violators identified
    d. Number of misdemeanor and felony cases investigated

5. WAIVER AND INDEMNIFICATION OF LIABILITY

To the extent allowed by Texas law, User agrees to indemnify and hold harmless CAPCOG, its officers, directors, agents, or employees for any and all property damage, claims, losses, lawsuits, judgments and/or expenses including attorney fees, in any way occurring, incident to, arising out of or in connection with the handling, condition, properties, use or misuse of the Spypoint Link-S Cellular Camera Set, equipment and supplies regardless of whether such property damage is incurred by User of other third party.

User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007365 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
    c. Number of violators identified
    d. Number of misdemeanor and felony cases investigated

5. WAIVER AND INDEMNIFICATION OF LIABILITY

To the extent allowed by Texas law, User agrees to indemnify and hold harmless CAPCOG, its officers, directors, agents, or employees for any and all property damage, claims, losses, lawsuits, judgments and/or expenses including attorney fees, in any way occurring, incident to, arising out of or in connection with the handling, condition, properties, use or misuse of the Spypoint Link-S Cellular Camera Set, equipment and supplies regardless of whether such property damage is incurred by User of other third party.

User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007366 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
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User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007367 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
    c. Number of violators identified
    d. Number of misdemeanor and felony cases investigated

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User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007368 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
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User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007369 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

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1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
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1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
    c. Number of violators identified
    d. Number of misdemeanor and felony cases investigated

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User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007370 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
    c. Number of violators identified
    d. Number of misdemeanor and felony cases investigated

5. WAIVER AND INDEMNIFICATION OF LIABILITY

To the extent allowed by Texas law, User agrees to indemnify and hold harmless CAPCOG, its officers, directors, agents, or employees for any and all property damage, claims, losses, lawsuits, judgments and/or expenses including attorney fees, in any way occurring, incident to, arising out of or in connection with the handling, condition, properties, use or misuse of the Spypoint Link-S Cellular Camera Set, equipment and supplies regardless of whether such property damage is incurred by User of other third party.

User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007371 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
    c. Number of violators identified
    d. Number of misdemeanor and felony cases investigated

5. WAIVER AND INDEMNIFICATION OF LIABILITY

To the extent allowed by Texas law, User agrees to indemnify and hold harmless CAPCOG, its officers, directors, agents, or employees for any and all property damage, claims, losses, lawsuits, judgments and/or expenses including attorney fees, in any way occurring, incident to, arising out of or in connection with the handling, condition, properties, use or misuse of the Spypoint Link-S Cellular Camera Set, equipment and supplies regardless of whether such property damage is incurred by User of other third party.

User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007372 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
    c. Number of violators identified
    d. Number of misdemeanor and felony cases investigated

5. WAIVER AND INDEMNIFICATION OF LIABILITY

To the extent allowed by Texas law, User agrees to indemnify and hold harmless CAPCOG, its officers, directors, agents, or employees for any and all property damage, claims, losses, lawsuits, judgments and/or expenses including attorney fees, in any way occurring, incident to, arising out of or in connection with the handling, condition, properties, use or misuse of the Spypoint Link-S Cellular Camera Set, equipment and supplies regardless of whether such property damage is incurred by User of other third party.

User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007373 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
    c. Number of violators identified
    d. Number of misdemeanor and felony cases investigated

5. WAIVER AND INDEMNIFICATION OF LIABILITY

To the extent allowed by Texas law, User agrees to indemnify and hold harmless CAPCOG, its officers, directors, agents, or employees for any and all property damage, claims, losses, lawsuits, judgments and/or expenses including attorney fees, in any way occurring, incident to, arising out of or in connection with the handling, condition, properties, use or misuse of the Spypoint Link-S Cellular Camera Set, equipment and supplies regardless of whether such property damage is incurred by User of other third party.

User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007374 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
    c. Number of violators identified
    d. Number of misdemeanor and felony cases investigated

5. WAIVER AND INDEMNIFICATION OF LIABILITY

To the extent allowed by Texas law, User agrees to indemnify and hold harmless CAPCOG, its officers, directors, agents, or employees for any and all property damage, claims, losses, lawsuits, judgments and/or expenses including attorney fees, in any way occurring, incident to, arising out of or in connection with the handling, condition, properties, use or misuse of the Spypoint Link-S Cellular Camera Set, equipment and supplies regardless of whether such property damage is incurred by User of other third party.

User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007375 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
    c. Number of violators identified
    d. Number of misdemeanor and felony cases investigated

5. WAIVER AND INDEMNIFICATION OF LIABILITY

To the extent allowed by Texas law, User agrees to indemnify and hold harmless CAPCOG, its officers, directors, agents, or employees for any and all property damage, claims, losses, lawsuits, judgments and/or expenses including attorney fees, in any way occurring, incident to, arising out of or in connection with the handling, condition, properties, use or misuse of the Spypoint Link-S Cellular Camera Set, equipment and supplies regardless of whether such property damage is incurred by User of other third party.

User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007376 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
    c. Number of violators identified
    d. Number of misdemeanor and felony cases investigated

5. WAIVER AND INDEMNIFICATION OF LIABILITY

To the extent allowed by Texas law, User agrees to indemnify and hold harmless CAPCOG, its officers, directors, agents, or employees for any and all property damage, claims, losses, lawsuits, judgments and/or expenses including attorney fees, in any way occurring, incident to, arising out of or in connection with the handling, condition, properties, use or misuse of the Spypoint Link-S Cellular Camera Set, equipment and supplies regardless of whether such property damage is incurred by User of other third party.

User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007377 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
    c. Number of violators identified
    d. Number of misdemeanor and felony cases investigated

5. WAIVER AND INDEMNIFICATION OF LIABILITY

To the extent allowed by Texas law, User agrees to indemnify and hold harmless CAPCOG, its officers, directors, agents, or employees for any and all property damage, claims, losses, lawsuits, judgments and/or expenses including attorney fees, in any way occurring, incident to, arising out of or in connection with the handling, condition, properties, use or misuse of the Spypoint Link-S Cellular Camera Set, equipment and supplies regardless of whether such property damage is incurred by User of other third party.

User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007378 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
    c. Number of violators identified
    d. Number of misdemeanor and felony cases investigated

5. WAIVER AND INDEMNIFICATION OF LIABILITY

To the extent allowed by Texas law, User agrees to indemnify and hold harmless CAPCOG, its officers, directors, agents, or employees for any and all property damage, claims, losses, lawsuits, judgments and/or expenses including attorney fees, in any way occurring, incident to, arising out of or in connection with the handling, condition, properties, use or misuse of the Spypoint Link-S Cellular Camera Set, equipment and supplies regardless of whether such property damage is incurred by User of other third party.

User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007379 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
    c. Number of violators identified
    d. Number of misdemeanor and felony cases investigated

5. WAIVER AND INDEMNIFICATION OF LIABILITY

To the extent allowed by Texas law, User agrees to indemnify and hold harmless CAPCOG, its officers, directors, agents, or employees for any and all property damage, claims, losses, lawsuits, judgments and/or expenses including attorney fees, in any way occurring, incident to, arising out of or in connection with the handling, condition, properties, use or misuse of the Spypoint Link-S Cellular Camera Set, equipment and supplies regardless of whether such property damage is incurred by User of other third party.

User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature	Date
Bill Gravell, Jr. County Judge	bgravell@wilco.org
Printed Name of User Agent	User Agent Email Address
WILLIAMSON COUNTY CONSTABLE PCT 4	
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG) is making Spypoint Camera Set #007380 (UID) available for use by Williamson County Constable Precinct 4 acting by and through Williamson County, Texas (User). By signature below, the User agrees to the terms of this Agreement.

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.
2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

1) User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
2) User agrees to use the Spypoint Camera Set for a **minimum of 7 days every 3 months.**
3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
4) User agrees to report the following information every 3 months:
    a. Number of hours used
    b. Number of illegal dumping sites investigated
    c. Number of violators identified
    d. Number of misdemeanor and felony cases investigated

5. WAIVER AND INDEMNIFICATION OF LIABILITY

To the extent allowed by Texas law, User agrees to indemnify and hold harmless CAPCOG, its officers, directors, agents, or employees for any and all property damage, claims, losses, lawsuits, judgments and/or expenses including attorney fees, in any way occurring, incident to, arising out of or in connection with the handling, condition, properties, use or misuse of the Spypoint Link-S Cellular Camera Set, equipment and supplies regardless of whether such property damage is incurred by User of other third party.

User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed to by:

Authorized User Agent Signature

Date

Bill Gravell, Jr.
County Judge

Printed Name of User Agent

bgravell@wilco.org

User Agent Email Address

WILLIAMSON COUNTY CONSTABLE PCT 4

User Agent Organization or Agency

Authorized CAPCOG Agent

Date

Commissioners Court - Regular Session **9.**

Meeting Date: 12/14/2021

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 Juvenile Board Judges in the amount of $400.00 for food and supplies purchased for the County-wide Thanksgiving meal event that took place in November 2021.

Background

The Williamson County Juvenile Board has generously donated $400.00 to Williamson County Juvenile Services for food and supply expenses related to the County-wide Thanksgiving meal event in November 2021.

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	12/09/2021 09:53 AM
Form Started By: Denise Carlson		Started On: 12/09/2021 09:20 AM
Final Approval Date: 12/09/2021		

Commissioners Court - Regular Session **10.**

Meeting Date: 12/14/2021

Approval of Two New Copier Lease Agreements from Sharp for County Auditor's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the lease agreements between Williamson County and SHARP Electronics Corp. for two (2) copy machines in the amounts of $235.36 for one copier and $193.36 for the second copier per month, for thirty-six (36) months each, for the County Auditor's Office, pursuant to DIR contract #DIR-CPO-4433.

Background

Approval of these leases will support the operations of the Williamson County Auditor's Office. The proposed leases through SHARP Electronics are for a term of 36 months each, one will take effect February 1, 2022, and one takes effect on April 1, 2022. The first one includes one (1) copy machine at a monthly rate of $236.35, (Including 9000 BLK copies/prints per month with overages charged at $0.0070 each.) The second one includes one (1) copy machine at a monthly charge of $193.36, (including 3000 BLK copies/prints per month with overages charged at $0.0070 each.) Both include delivery, installation, training, parts, labor and toner. Budget and Audit have approved for FY22. Department contact is Julie Kiley. This expenditure will be charged to 01.0100.0495.004621.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

County Auditor Sharp Lease Agreements 12.14.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/09/2021 05:10 AM
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:08 AM
Form Started By: Mary Watson		Started On: 12/02/2021 03:43 PM
Final Approval Date: 12/09/2021		

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:	12/01/21
Quote #:	[redacted]

Customer Name/Invoice Address:	Delivery Address:
Williamson County Auditor	Williamson County Auditor
710 Main St.	710 Main St.
Georgetown, TX 78626	Georgetown, TX 78626
Email:	

Contact Name	Nancy Schiller	Phone:	512.943.1571
		E-Mail:	Nancy.Schiller@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Dealer:	SHARP Business Systems, 14400 The Lakes Blvd. Austin, Texas 78660 512-835-1000 MDL
Dealer Authorized Signature MDLeonard 12/01/21		Installing Dealer:	SHARP Business Systems, 14400 The Lakes Blvd. Austin, Texas 78660 512-835-1000 MDL

Item	Description			Unit Price / Mo.
1	**Sharp MX-M6071; 60 ppm Networked Digital Copier** w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer MX-DE27N; Stand w/ (1) X 550 + 3 X 550 Sheet Paper Drawers (total of 4 paper drawers + Bypass Tray) MX-FN27N; Inner Finisher MX-FX15; Fax Kit Includes: 9,000 Copies/Prints per month; Excess @ $0.0070 ea. Includes: Delivery, Installation, Training, Professional Services, Parts, Labor, Toner, and Staples			$235.36
	36 Month DIR-CPO-4433 Lease		Monthly Total	$235.36

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:	12/01/21
Quote #:	[redacted]

Customer Name/Invoice Address:	Delivery Address:
Williamson County Auditor	Williamson County Auditor
710 Main St.	710 Main St.
Georgetown, TX 78626	Georgetown, TX 78626
Email:	

Contact Name	Nancy Schiller	Phone:	512.943.1571
		E-Mail:	Nancy.Schiller@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Dealer:	SHARP Business Systems, 14400 The Lakes Blvd. Austin, Texas 78660 512-835-1000 MDL
Dealer Authorized Signature MDleonard 12/01/21		Installing Dealer:	SHARP Business Systems, 14400 The Lakes Blvd. Austin, Texas 78660 512-835-1000 MDL

Item	Description			Unit Price / Mo.
1	**Sharp MX-M6071; 60 ppm Networked Digital Copier** w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer MX-DE27N; Stand w/ (1) X 550 + 3 X 550 Sheet Paper Drawers (total of 4 paper drawers + Bypass Tray) MX-FN27N; Inner Finisher MX-FX15; Fax Kit Includes: 3,000 Copies/Prints per month; Excess @ $0.0070 ea. Includes: Delivery, Installation, Training, Professional Services, Parts, Labor, Toner, and Staples			$193.36
	36 Month DIR-CPO-4433 Lease		Monthly Total	$193.36

Commissioners Court - Regular Session **11.**

Meeting Date: 12/14/2021

Approval of Lavi Industries Renewal for the Virtual Queue Manager (QTrac) for IT Department

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 Renewal Agreement and related County Addendum between Williamson County and Lavi Industires for the Virtual Queue Manager (QTrac) to support the continued operations of Williamson County Departments at the cost of $1,790.00 per month, plus text message charges, and exempt this item from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption Section 262.024(a)(7)(D) captive replacement parts or components for equipment and authorizing execution of the related documents.

Background

QTrac is a virtual queuing/appointment scheduling solution for the county which manages service queues and optimizes customer flow by virtually placing customers into a queue for service, calling customers to be served, monitoring and managing customers and service allocation, optimizing wait times and service efficiency. The renewal agreement is for a cost of $179.00 per month for ten (10) locations, with eight (8) locations already set-up, for a yearly total of $21,480.00 and a $0.03 per text fee, estimated at $2,000.00. The attached renewal has additional details regarding the services provided. Legal, Contract Audit, IT and Budget have reviewed this renewal. Funding source is 01.0100.0503.004505. Department point of contact is Alison Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lavi Industries Redacted Quote and Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/09/2021 09:18 AM
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:32 AM
Form Started By: Mary Watson		Started On: 11/30/2021 03:05 PM
Final Approval Date: 12/09/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR PURCHASE OF QTRAC VIRTUAL QUEUING AND APPOINTMENT PLATFORM (Lavi Industries, Inc.)

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

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Client" or "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Lavi Industries, Inc.** (hereinafter "Service Provider" or "Lavi"). Customer agrees to engage Service Provider as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. Lavi's Quote, dated November 4, 2021, including Terms of Service as set forth at https://www.lavi.com/en/tos; and
B. This County Addendum for Purchase of Goods and Services.

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

II.

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

III.

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

IV.

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

V.

Relationship of the Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

VI.

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

VII.

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

Saturday or Sunday.

VIII.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving 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 received.**

IX.

Right to Audit: Service Provider 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 Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that Customer 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. Customer shall give Service Provider reasonable advance notice of intended audits. In no circumstances will Service Provider be required to create or maintain documents not kept in the ordinary course of Service Provider's business operations, nor will Service Provider be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

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

XI.

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

XII.

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

XIII.

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

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

WILLIAMSON COUNTY:	SERVICE PROVIDER:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2021	Date: Nov 30, 2021, 2021

Lavi Industries

Williamson County TX (Wilco) - [redacted] - 2022 Renewal

Williamson County
710 Main St
Georgetown, TX 78626
United States

Tammy McCulley
Office Manager
[redacted]

Reference: [redacted]
Quote created: November 4, 2021
Quote expires: February 2, 2022
Quote created by: Ken Langford
Product Manager, Qtrac
kenl@lavi.com
+1 (661) 219-3112

Michael Foster
[redacted]

Minnie Beteille
Technology Services Project Manager
[redacted]

Comments from Ken Langford

Qtrac Virtual Queuing and Appointment Platform
Software Subscription Term: 01/01/2022 - 12/31/2022

Locations: 10 locations
Use Case. Customer Service at various County departments including Animal Shelter, Elections Department, Justice of the Peace, Motor Vehicle Registration, Sheriff's Office and District Court.
Additional Notes:
8 locations have been set up. 2 additional locations may setup at no additional charge

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Qtrac Appointment and Virtual Queuing Plan - Monthly Licensing per Location (6 to 25 Locations) Term: 01/01/2022 - 12/31/2022 Modules: Appointment Booking, Virtual Queuing, Mobile Queuing, Reporting and Analytics	95-QTVR/25/SAAS-SCH	12	$1,790.00 / year	$21,480.00 / year for 1 year

Customer SMS Notifications - $0.03 per SMS (6 to 25 Locations) Term: 01/01/2022 - 12/31/2022 Estimated cost of SMS usage per year is: $2,000.00 Note: You will only be invoiced for the SMS messages that are actually used each month. $0.03 Per Customer SMS Notification. *Carrier Fees (when applicable): Lavi will pass through the exact charges of any additional carrier fees set by the telecommunications carriers. **SMS segments are 160 characters.	95-QTVR/25/SMS	1	$2,000.00 / year	$2,000.00 / year for 1 year

Subtotals

Annual subtotal	$23,480.00
Total	**$23,480.00**

Purchase Terms

Agreement:

This Order Form is governed by the Lavi Terms of Service as set forth at https://www.lavi.com/en/tos ("Agreement"), **which are incorporated herein by this reference,** to which Customer hereby agrees and accepts. Capitalized terms used but not defined in this Order Form shall have the meanings provided to them in the Agreement. In the event of any direct conflict between the terms of this Order Form and the terms of the Agreement, then the terms of this Order Form shall control. The person signing on behalf of Customer represents that it has the full authority to execute and bind Customer to this Order Form. Any purchase order terms or similar terms issued by Customer in connection with this Order Form shall have no effect. This Order Form shall only be valid and binding if executed by both parties. This Order Form may be executed in one or more counterparts, each of which is an original, and all of which taken together constitute one single document. Lavi Industries may reject this order form if it is signed by the Customer after the Customer Signature Deadline listed above regardless of whether the Order Form has been signed by Lavi Industries.

Renewal Term:

Thereafter, the Order Form shall automatically renew for successive periods of 1 year (each, a "Renewal Term"), unless either Party gives written notice to the other Party of its intention not to renew a minimum of fifteen (15) days prior to the expiry of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and any Renewal Terms shall collectively comprise the "Term." In the event Client provides notice prior to the fifteen (15) day period before the end of the current Term, all fees and costs shall remain the same going into the subsequent Term, with Lavi reserving the right to modify fees and costs, subject to thirty (30) days' prior written notice. Should Client fail to provide notice of renewal at least fifteen (15) days prior to the expiration of the then-current Term, Client acknowledges that all fees and costs for services shall increase by five percent (5%) upon the commencement of the subsequent Term.

Fee Schedule:

Lavi's then-current Fee Schedule will be included with any Order Form or SOW encompassing the services and products which are the subject thereof and shall include, as applicable, all software license fees, implementation fees, SMS charges and any other fees chargeable to the Client.

Client and Lavi shall work together to determine an Activation Schedule which, when agreed upon, will determine the start of subscription billing for the Software Licenses. In the absence of an Activation Schedule agreed upon by both the Client and Lavi, subscription billing will commence for all Software Licenses at the time of License Activation. In some cases, Lavi provides a Grace Period following the License Activation before commencing subscription billing to provide additional time for Client project planning. Any such Grace Period must be set forth in writing, signed by Lavi, to be enforceable.

Qtrac Module and Add On Breakdown:

Modules:

Virtual Queuing - Greeter Check-In, Agent Portal, Store Display, Admin Portal
Appointment Booking - Admin Portal, Booking Module, Booking Management
Mobile Queuing - Mobile Check-In, Mobile Updates & Standard Digital Signage Includes Customer Design with Lavi Footer Logo
Reporting and Analytics - Historical Reports, Reports Builder

Add Ons:

Real Time Enterprise Analytics / Add-on - Real Time Enterprise Analytics Dashboard, Enterprise Aggregate, Drilldown by Region/Branch/User/Queue/Service
Qtrac Customer Survey / Add-on - Customizable Web-Based Customer Feedback Survey, Survey Analytics and Reports
Qtrac Live Mobile Promotions / Add-on - Customizable Digital Signage Banner Promotions on Customer Mobile Wait Screens (GIF, Image, Text, Video)

Signature

Signature

12/03/2021

Date

KENNETH LANGFORD

Printed name

Questions? Contact me

Ken Langford
Product Manager, Qtrac
kenl@lavi.com
+1 (661) 219-3112

Lavi Industries
27810 Avenue Hopkins
Valencia, CA 91355
United States

Commissioners Court - Regular Session **12.**

Meeting Date: 12/14/2021

Approval of Live Scan Maintenance Renewal Agreement with Idemia for County Attorney's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Renewal and Addendum between Williamson County and Idemia Identity & Security for the Annual Help Desk Maintenance Services to support the operations of the Williamson County Attorney's Office, in the amount of $5,538.00, and exempting Idemia Identity & Security 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

The addendum is for the continuation of annual help desk maintenance for the County Attorney's Live Scan Finger Printing system. The cost is for a total of $5,538.00. The Terms and Conditions are attached. The line expenditure being charged is 01.0100.0475.004505. Legal, Contract Audit, and Budget have reviewed this addendum for FY22. The department point of contact is Stephanie Lloyd.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Idemia Live Scan Agreement with County Attorney

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/09/2021 05:37 AM
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:10 AM
Form Started By: Mary Watson		Started On: 12/02/2021 04:31 PM
Final Approval Date: 12/09/2021		

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR LIVESCAN SOFTWARE MAINTENANCE & SUPPORT

(COUNTY ATTORNEY'S OFFICE)

(Idemia Identity & Security USA LLC)

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 **Idemia Identity & Security USA LLC** (hereinafter "Idemia"). Customer agrees to engage Idemia 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. Idemia Identity & Security USA LLC System Maintenance Terms and Conditions for use with U.S. End User Customers covering Idemia® Live Scan Product Line ("Maintenance Agreement");
B. Idemia Identity & Security USA LLC Maintenance Agreement Addendum Quotation # [redacted] ("Quote # [redacted]"); and
C. This Williamson County Addendum ("County Addendum").

In the event a dispute arises between terms and conditions of this County Addendum, (2) the Maintenance Agreement; and (3) Quote # [redacted], applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of the County Addendum, (2) the Maintenance Agreement; and (3) Quote # [redacted].

II.

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

III.

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

IV.

Compliance with All Laws: Customer and Idemia agree to and will comply with any and all local, state or federal laws with respect to the services rendered under this Agreement.

V.

Payment: Idemia will be compensated as set forth in the Idemia Identity & Security USA LLC Maintenance Agreement Addendum Quotation # [redacted], which is incorporated herein as if copied in full.

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

VI.

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

VII.

Right to Audit: Idemia 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 Idemia which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Idemia agrees that Customer shall have access during normal working hours to all necessary Idemia 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 Idemia reasonable advance notice of intended audits. In no circumstances will Idemia be required to create or maintain documents not kept in the ordinary course of Idemia' business operations, nor will Idemia be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract. The parties expressly agree and acknowledge that Customer does not agree to arbitration.

X.

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

XI.

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

XII.

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

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

WILLIAMSON COUNTY:	IDEMIA:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2021	Date:December 2, 2021

Idemia Identity & Security
5705 W. Old Shakopee Road
Suite 100
Bloomington, MN 55437-3107
USA
Phone (800) 932-0890
FAX (952) 932-7181

MAINTENANCE AGREEMENT ADDENDUM QUOTATION

QUOTE ID: [redacted]
QUOTE DATE: 04/22/21
CUSTOMER ID: [redacted]
PRICE LIST: SL-LAWENF

BILL TO: WILLIAMSON COUNTY ATTORNEY
405 S MLK - BOX 7

GEORGETOWN, TX 78626
United States

COVERAGE
START DATE: 10/01/21
END DATE: 09/30/22

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION:	WILLIAMSON COUNTY ATTORNEY - 405 S MLK - BOX 7 GEORGETOWN, TX 78626			
5600-TPE-ED-MHD	ANNUAL HELP DESK MAINTENANCE			
TPE-5600-ED		AEY107001060	1	$2,315.00
PRT- DUP- MHD	ANNUAL HELP DESK MAINT			
TPE-PRT-DUP		56260-002	1	$172.00
CEN- TXIAS- MHD	ANNUAL HELP DESK MAINT			
TP-CEN-TXIAS		56260-003	1	$564.00
5600-TPE-ED-MHD	ANNUAL HELP DESK MAINTENANCE			
TPE-5600-ED		AEY127001061	1	$2,315.00
PRT- DUP- MHD	ANNUAL HELP DESK MAINT			
TPE-PRT-DUP		56271-002	1	$172.00
		TOTAL:		**$5,538.00**

PLEASE CHECK PREFERRED BILLING:	☐ ANNUAL INVOICE	OR	☐ QUARTERLY INVOICE	OR	☐ MONTHLY INVOICE

NAME:	DOMINIQUE LESURE	PO NUMBER:	
TITLE:	Maintenance Contract Admin	SIGNATURE BY:	
PHONE:		NAME(Print) / DATE	
FAX:	(952) 852-8747	TITLE:	
EMAIL:	Dominique.Lesure@us.idemia.com	PHONE / FAX:	
		EMAIL:	

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM

IDEMIA IDENTITY & SECURITY USA LLC
SYSTEM MAINTENANCE TERMS AND CONDITIONS
for use with
U.S. End User Customers
covering
Idemia® Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Idemia Identity & Security USA LLC's ("Idemia") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Idemia, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Idemia are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services.
Included With All Remedial Maintenance Services are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Idemia TouchCare Support Center via Idemia toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Idemia's technical support staff to resolve unique problems.
- Idemia shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Idemia's property. Idemia shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Idemia, replacement parts and components needed at international destinations shall be shipped by Idemia to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Idemia ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.
- Idemia shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Idemia and for which Idemia, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Idemia Maintenance Agreement Addendum. Customer shall provide Idemia with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Idemia shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Idemia shall install the Update during any subsequently scheduled on-site visit by Idemia for service of the System. An "Update" means a new release of such System software components that are developed by Idemia which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. Idemia's *24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Idemia's Help Desk for customers located within a 100 mile radius of an authorized Idemia's service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.**
  Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Idemia's *9/5 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Idemia shall use its best efforts to have an Idemia's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Idemia's Help Desk if Customer's facility is located within a 100 mile radius of an authorized Idemia's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Idemia's acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Idemia's then current rates.
- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.**
  Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Idemia's *Help Desk Maintenance Services* are as follows:

- The Services do not include any Idemia on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Idemia Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Idemia trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Idemia's periodic requirements. Unless otherwise agreed in writing by Idemia, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.

- Idemia shall furnish all parts and components necessary for the maintenance of the System. Idemia's shipment of a replacement part to Customer will be initiated promptly after the Idemia's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Idemia to be returned to Idemia, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Idemia within two (2) weeks after receipt of the replacement part. Idemia is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Idemia on-site service, Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Idemia's Help Desk. Customer shall pay for such on-site service on a time and travel basis at Idemia's then current rates and travel policies, respectively. Prior to dispatch of a Idemia engineer, Customer shall provide Idemia with a purchase order ("P.O."), complete Idemia's P.O. Waiver form, or provide Idemia with a valid credit card number.

E. Preventive Maintenance Services. Idemia's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Idemia's specifications for such System. Idemia and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Idemia's 24/7 Maintenance Services and Idemia's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Idemia's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Idemia's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Idemia's authorized service representatives, or if parts, accessories, or components not authorized by Idemia are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Idemia to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Idemia's System documentation.

B. Availability of Additional Services. At Customer's request, Idemia may agree to perform the excluded services described immediately above in accordance with Idemia's then current rates. Other excluded services that may be agreed to be performed by Idemia shall require Idemia's receipt of a Customer P.O., Customer's completion of Idemia's P.O. Waiver form, or Customer providing Idemia with a valid credit card number before work by Idemia is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Idemia before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Idemia's inspection will be billed at Idemia's current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Idemia or an Idemia authorized or identified vendor, at Customer's sole expense: (i) all Idemia and third-party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Idemia will specify the hardware and third-party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Idemia's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Idemia's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Idemia's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Idemia's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Idemia's invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Idemia, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Idemia's fees for Services or parts as provided hereunder when due: (i) Idemia may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Idemia may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Idemia's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Idemia shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDEMIA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDEMIA'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDEMIA'S SERVICES ACTUALLY PAID BY CUSTOMER TO IDEMIA UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDEMIA BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDEMIA'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Idemia may deliver Idemia-developed Updates to Customer. The terms of Idemia's end user license for the Idemia's software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Idemia and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Idemia.

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 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 and 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 overdue. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Right to Audit: Idemia agrees that licensee or its duly authorized representatives shall, until the expiration of the 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 Idemia which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Idemia agrees that licensee shall have access of intended audits. Licensee shall comply with Idemia security protocols while in Idemia facilities.

Commissioners Court - Regular Session **13.**

Meeting Date: 12/14/2021

Jail Magistrate Court, Elevator 9, Chiller 4 (P540) Work Authorization No. 2 - Talex Termination

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

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a mutual Agreement to Terminate Work Authorization No. 2 with Talex Inc, Engineers, under the First Amended and Restated Agreement, executed on November 24, 2020, for the Jail Magistrate Court, Elevator 9 and Chiller 4 (P540).

Background

Williamson County executed Work Authorization No. 2 with Talex Inc., Engineers, on November 24, 2020, to provide services at the Jail Magistrate Court, Elevator 9, Chiller 4 (P540). On December 2, 2021, both parties agreed to mutually terminate said Agreement for this project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Talex Termination

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:48 AM
Form Started By: Wendy Danzoy		Started On: 12/09/2021 08:11 AM
Final Approval Date: 12/09/2021		

AGREEMENT TO TERMINATE
WORK AUTHORIZATION NO. 2

PROJECT: **Magistrate Court, Elevator 9, Chiller 4** ("Project")

ARCHITECT/
ENGINEER: **Talex Inc., Engineers** ("A/E")
Thomas Alexander, P.E., President
6300 La Calma, Suite 100
Austin, TX 78752

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

THIS AGREEMENT TO TERMINATE that certain **Work Authorization No. 2** ("Termination") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E are parties to that certain **Work Authorization No. 2** ("Authorization"), which was issued under **First Amended and Restated Agreement for Architectural and Engineering Services** dated 11/24/2020 ("Agreement") wherein A/E agreed to provide certain professional services in connection with the Project;

WHEREAS, County and A/E desire to terminate the Authorization as of the Effective Date set out herein below.

NOW, THEREFORE, County and A/E, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, do mutually agree as follows:

ARTICLE 1
TERMINATION OF AUTHORIZATION

1.1 Termination.
On the terms set forth herein, County and A/E mutually agree to terminate the Authorization due to **changes in scope directed by the County.** County and A/E agree that such termination shall not affect, terminate or modify the existing and underlying First Amended and Restated Agreement for Architectural and Engineering Services between the parties.

1.2 Effective Date of Termination.
The Effective Date of Termination shall be **December 14, 2021.**

1.3 Obligations Prior to Termination.
Prior to 11:59 pm on the Effective Date of Termination, County and A/E shall continue to comply with all terms of the Authorization.

1.4 Obligations Following Termination.
County and A/E shall have no continued obligations, with the exception of any obligations accruing prior to the Effective Date of Termination and any obligations that extend beyond the Effective Date of Termination under the terms of the Authorization.

ARTICLE 2
GENERAL PROVISIONS

2.1 Entire Agreement.
County and A/E acknowledge that this Termination embodies the entire agreement and understanding between them with respect to the Project and supersedes any prior Agreements, Amendments, Work Authorizations, and Supplemental Work Authorizations relating to the Project. This Termination may not be altered, modified, or discharged except by a writing signed by the party against whom such alteration, modification, or discharge is sought.

2.2 Identical Counterparts.
This Termination may be executed in one or more counterparts, each of which shall, for all purposes, be deemed to be an original and all of which shall collectively constitute the same instrument, but in making proof of this Termination, only one such counterpart need be produced or accounted for.

2.3 Representation and Construction.
By executing this Termination, County and A/E acknowledge that they have had the opportunity to be represented by independent counsel and review and consider the terms of the Termination. This Termination shall not be construed against or in favor of any party due to the fact that such party may or may not have authored said Termination or any provision contained herein.

2.4 Work Authorizations and Supplemental Work Authorizations.

For purposes of this Termination, the term "Authorization" shall mean and include the **Work Authorization No. 2** and any Work Authorizations and Supplemental Work Authorizations issued under it.

ARTICLE 3
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Termination and that he/she has full and complete authority to enter into this Termination on behalf of the firm.

IN WITNESS WHEREOF, County has caused this Termination 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 OR MODIFY THIS TERMINATION, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Talex Inc., Engineers

By: T.R. Alexander
Signature

Thomas R. Alexander, P.E.
Printed Name

President
Title

Date Signed: 12/2/2021

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

Commissioners Court - Regular Session **14.**

Meeting Date: 12/14/2021

Juvenile Justice Center RTU Replacement (P533) – Change Order No. 2 – Tradesman Services, LTD

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

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Tradesman Services LTD, Change Order No. 2 for the Williamson County Juvenile Justice Center RTU Replacement Project (533) in the amount of $29,109.

Background

This change order is to install a new HVAC Unit for the Juvenile Justice Center Records Room. There is a time extension of 50 days. Department point of contact is Angel Gomez. Funding source is P533.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order 2 Tradesman

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:49 AM
Form Started By: Wendy Danzoy		Started On: 12/09/2021 08:14 AM
Final Approval Date: 12/09/2021		

CHANGE ORDER

FOR PROJECT: P-533 JJC RTU Replacement

CHANGE ORDER NO: 002 NTP Date: April 26, 2021

DATE OF ISSUANCE: September 20, 2021

Contractor: Tradesman Services LTD, Josh Haldenstein

Project Architect: Reliance Architecture: Antonio Naylor

Project Engineer: Hendrix Consulting Engineers: Craig Harris

EXPLANATION:

1. Records Room Renovation: Install a new HVAC Unit, reroute duct work and balance existing HVAC to service the new conference room and two offices created from the remodel of the current records room.
2. Time Extension: For additional HVAC installation work and materials delivery, 30 days; 20 days complete commissioning.

CONTRACT CHANGE:

1. Increase of $29,109.00 installation of a new HVAC for Records Room Renovation.
2. Time Extension of 50 calendar days.

Original contract amount	$ 1,843,503.00
Net change by previously submitted Change Orders	$ 3,453.00
Contract sum prior to this Change Order was	$ 1,846,956.00
Contract Sum be decreased/increased by this Change Order in the amount of	**$ 29,109.00**
The new Contract Sum including this Change Order will be	$ 1,876,065.00
The Contract Time will be changed by	(+50) days
The date of Substantial Completion as of the date of this Change Order	**February 20, 2022**

RECOMMENDED BY:

Josh Haldenstein	Josh Haldenstein	12/3/2021
Contractor's Printed Name	Contractor's Signature	Date
CRAIG HARRIS		12/3/21
Engineer's Printed Name	Engineer's Signature	Date
Antonio Naylor		12/3/2021
Architect's Printed Name	Architect's Signature	Date

ACCEPTED BY:

Jesus Angel Gomez, PM/ODR		12/6/2021
Owner's Representative	Owner's Representative Signature	Date
Trenton H. Jacobs, AIA		12/6/21
County Architect Name	County Architect's Signature	Date

tradesman
SERVICES LTD.

AIR CONDITIONING TACLA004454C | HEATING TACL A26599C | GEOTHERMAL | REFRIGERATION

PO BOX 883 ELM MOTT, TEXAS 76640 (254) 829-0052 FAX (254) 829-1770 TOLL FREE (866) 831-4729

Since 1993

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Member IGSHPA

IGSHPA Accredited Installer

NATE Certified Technicians

CHANGE ORDER-Records Room

November 15, 2021

Owner: Williamson County ATTN: Angel Gomez

Architect: Reliance Architecture ATTN: Antonio Naylor

Engineer: Hendrix Consulting Engineers; ATTN: Craig Harris

Scope of Work: Records Room Renovation

HVAC

- Demo existing duct work in Records Room.
- Provide and Install Mitsubishi CU # PUZ-A24NHA7 on roof.
- Provide and Install Concealed, Ducted, Mitsubishi Air handler M#PEAD-A24AA
- Install (1) Lay in Filter Grille, & (1) Lay-in Supply grille for the ducted AHU.
- Provide and Install Mitsubishi Wired Controller # PAR-40MAAU.
- Provide and Install 4" OA Duct to Cassette unit.
- Route condensate line to sink drain.
- Provide and Install GRDs per plans in rooms 129A and 129B.
- New ductwork to be insulated with R-6 duct wrap.
- Test & Balance new Grilles.

Electrical Scope --by Doyle Electric.

- Provide and Install electric service for CU and AHU.
- Provide and Install disconnects for CU & AHU.
- Provide conduit and box for wired thermostat controller

Roofing scope—by Texas Roofing

- ThyBar Curb supports.
- 36x36 Walk pads for roof top CU
- Pipe Curb for refrigerant lines and conduit.
- Provide and Install Roof Cap for OA duct.

Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 800-803-9202, 512-463-6599.
www.TDLR.Texas.gov

Exclusions:

- Exhaust fans, Exhaust ducts or exhaust GRD's.
- Framing, T-Bar ceiling installation or modification.
- (ALC) controls scope NOT included. New unit is scheduled to be controlled as a stand alone system.
- Work performed on weekends, before 7:00 AM or after 5:00 PM

Cost for HVAC & Related Scope $29,109.00

- **Additional Time to complete. 30 calendar days + time for ceiling/ framing modifications to be made by others..**

Change Order Accepted By:_____ Date_____

(Signature)

ARCHITECT'S MEETING MINUTES

Date of Meeting: November 9th, 2021
Subject: Construction Progress

Minutes By: Alex Davila
Project Phase: Construction Administration

Present at Meeting:

- Angel Gomez, Williamson County
- Sal Lopez, Williamson County
- Antonio Naylor, Reliance Architecture
- Alex Davila, Reliance Architecture
- Josh Haldenstein, Tradesman

MEETING MINUTES:

- Angel went over alarm that went off in alpha pod. Concern is that part of the work from impact and subs made alarm go off, it appears the alpha pod has nothing to do with RTU units. RTU 1r has supervisory alert on it but that should not have any issue on alarm going off on other side of building. Angel wants josh to check with team. Angel suggest we need to get impact out to do test for NAC card. one is NAC 1 one is NAC 4. Daniel said in last meeting there were numerous supervisory alerts on panels so having one new one should not be a huge issue. until smoke detectors are back in, troubles on panel will not go away. This week power and wires will be connected for all units. Angel is requesting crews take pictures of panels after units are connected to document issues still showing up. Angel requested for Josh to repair landscaping once units are clear from storage area. There will be a Thanksgiving event on the 19th, if work can be mitigated to not interfere as much that would be great. People will be coming to facility all day. Around 400 people will be coming throughout day. Tomorrow (the 17th) and Monday (22nd) crane will be out. Crane lifting again on the 29th.

- status update: josh has submitted change order for records room. but could not get unit that was specified. long lead times. craig said he was fine with a recessed unit that is recessed above ceiling. county is okay with it. Antonio suggesting checking ceiling space to make sure unit can fit in there. We are putting in new ceiling so we can lower it if we need to. No lead time for new unit it is in stock. josh asking how to interface with ceiling work. angel saying josh will do his work first. nobody will be occupying the space.

- josh is connecting gas piping on units, and they should be done this week. automated logic is doing controllers.

Commissioners Court - Regular Session **15.**

Meeting Date: 12/14/2021

Southwest Regional Park Restrooms (P560) ODR for Angel Gomez

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

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Angel Gomez, with general authority to approve invoices and change orders for the Southwest Regional Park Restrooms (P560) for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

Background

A request is being made for this authority due to the nature of performing contract work within the Southwest Regional Park Restrooms (P560) and the necessity of an uninterrupted workflow to allow for continuity of schedules between staff and the contractor. Section 262.031 of the Local Government Code allows for the grant of such authority up to $30,000.00. Angel Gomez will be serving as the Project Manager on the project. Any change orders that are approved by Angel Gomez will be placed on the Commissioners Court's agenda the following week.

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	12/09/2021 09:50 AM
Form Started By: Wendy Danzoy		Started On: 12/09/2021 08:17 AM
Final Approval Date: 12/09/2021		

Commissioners Court - Regular Session **16.**

Meeting Date: 12/14/2021

Champions Park (P552) ODR for Angel Gomez

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

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Angel Gomez, with general authority to approve invoices and change orders for the Champions Park (P552) for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

Background

A request is being made for this authority due to the nature of performing contract work within the Champions Park (P552) and the necessity of an uninterrupted workflow to allow for continuity of schedules between staff and the contractor. Section 262.031 of the Local Government Code allows for the grant of such authority up to $30,000.00. Angel Gomez will be serving as the Project Manager on the project. Any change orders that are approved by Angel Gomez will be placed on the Commissioners Court's agenda the following week.

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	12/09/2021 09:50 AM
Form Started By: Wendy Danzoy		Started On: 12/09/2021 08:27 AM
Final Approval Date: 12/09/2021		

Commissioners Court - Regular Session **17.**

Meeting Date: 12/14/2021

Patin T4609 CO2 Tradesman Park

Submitted For: Terron Evertson **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 T4609 in the amount of -$3,586.50 for Tradesman's Industrial Park and 79 Business Park Milling, Sealing and Overlay. Funding source: 01.0200.0210.003599.

Background

This Change Order is a balancing Change Order. All work has been completed. Original contract amount was $343,399.00, with the addition of Change Order No 1 for $15,000.00 and this Change Order of -$3,586.50, the final contract amount will be $354,812.50.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Patin T4609 CO2 Tradesman Park

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/06/2021 02:26 PM
Form Started By: Vicky Edwards		Started On: 11/30/2021 12:26 PM
Final Approval Date: 12/06/2021		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **Patin Construction LLC**

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:	T4609
Roadway:	*Tradesman Park Improvements*
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 11-30-21

By _____

Typed/Printed Name JEFF BIRKHEAD

Typed/Printed Title CHIEF ESTIMATOR

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: _____

Amount added by this change order: **($3,586.50)**

RECOMMENDED FOR EXECUTION:

_____ 12/1/21
Project Manager / Construction Observer — Date

_____ 12/1/21
Design Engineer — Date

_____ 12/2/21
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 #* T4609

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
1	104-6022	REMOVING CONC (CURB AND GUTTER)	LF	$15.00	2,060.00	$30,900.00	(288.00)	1,772.00	$26,580.00	($4,320.00)
2	104-6026	REMOVING CONC (GUTTER)	LF	$15.00	420.00	$6,300.00	70.00	490.00	$7,350.00	$1,050.00
3	160-6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$5.00	1,102.00	$5,510.00	0.00	1,102.00	$5,510.00	$0.00
4	162-6002	BLOCK SODDING	SY	$7.00	1,102.00	$7,714.00	0.00	1,102.00	$7,714.00	$0.00
5	168-6001	VEGETATIVE WATERING	MG	$200.00	24.00	$4,800.00	0.00	24.00	$4,800.00	$0.00
6	247-6057	FL BS (CMP IN PLC) (TY E GR 1-2) (FINAL POS)	CY	$150.00	7.00	$1,050.00	0.00	7.00	$1,050.00	$0.00
7	432-6002	RIPRAP (CONC) (5 IN)	CY	$400.00	239.00	$95,600.00	7.70	246.70	$98,680.00	$3,080.00
8	432-6022	RIPRAP (STONE COMMON) (DRY) (6 IN)	CY	$150.00	15.00	$2,250.00	0.00	15.00	$2,250.00	$0.00
9	500-6001	MOBILIZATION	LS	$15,000.00	1.00	$15,000.00	0.00	1.00	$15,000.00	$0.00
10	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$5,000.00	2.00	$10,000.00	0.00	2.00	$10,000.00	$0.00
11	506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	$10.00	105.00	$1,050.00	0.00	105.00	$1,050.00	$0.00
12	506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	$5.00	105.00	$525.00	0.00	105.00	$525.00	$0.00
13	529-6008	CONC CURB & GUTTER (TY II)	LF	$50.00	2,060.00	$103,000.00	(92.00)	1,968.00	$98,400.00	($4,600.00)
14	529-6038	CONC CURB (RIBBON)	LF	$35.00	420.00	$14,700.00	70.00	490.00	$17,150.00	$2,450.00
15	530-6004	DRIVEWAYS (CONC)	SY	$90.00	500.00	$45,000.00	36.15	536.15	$48,253.50	$3,253.50
16	CO No.1	Flowable Fill (Curb Backfill)	CY	$250.00	60.00	$15,000.00	(18.00)	42.00	$10,500.00	($4,500.00)
							0.00			
						$358,399.00			$354,812.50	($3,586.50)

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 **18.**

Meeting Date: 12/14/2021

Texas Materials Group T4461 CO 2 McNeil Rd

Submitted For: Terron Evertson **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 T4461 in the amount of $5,384.28 for McNeil Road Milling, Sealing and Overlay. Funding source: 01.0200.0210.003599.

Background

This Change Order is a balancing Change Order. All work has been completed. Original contract amount was $1,123,782.03. With the addition of Change Order No 1 for $84,732.16 and this Change Order of $5,384.28, the final contract amount will be $1,213,898.47.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Texas Materials Group T4461 CO 2 McNeil Rd

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/06/2021 02:27 PM
Form Started By: Vicky Edwards		Started On: 11/30/2021 12:36 PM
Final Approval Date: 12/06/2021		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

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:	T4461
Roadway:	*McNeil 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 11/30/2021

By _____

Typed/Printed Name DAVID REESE

Typed/Printed Title AUTHORIZED EMPLOYEE

The following information must be provided

Time Ext. #: N/A Days added on this CO: _____

Amount added by this change order: $5,384.28

RECOMMENDED FOR EXECUTION:

12/1/21
Project Manager / Construction Observer Date

12/1/21
Design Engineer Date

12/2/21
Program Manager Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

_____ Date
County Commissioner Precinct 1
☐ APPROVED ☐ REQUEST APPROVAL

_____ Date
County Commissioner Precinct 2
☐ APPROVED ☐ REQUEST APPROVAL

_____ Date
County Commissioner Precinct 3
☐ APPROVED ☐ REQUEST APPROVAL

_____ Date
County Commissioner Precinct 4
☐ APPROVED ☐ REQUEST APPROVAL

_____ Date
☐ County Judge
APPROVED

WILLIAMSON COUNTY, TEXAS

Change Order 2 *Project #* T4461

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	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	$100.00	663.00	$66,300.00	(146.51)	516.49	$51,649.00	($14,651.00)
2	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	$3.75	26,681.00	$100,053.75	0.00	26,681.00	$100,053.75	$0.00
3	340	6011	D - GR HMA (SQ) TY - B PG64 - 22	TON	$95.00	715.00	$67,925.00	(346.27)	368.73	$35,028.35	($32,895.65)
4	341	6043	D - GR HMA TY - D PG70 - 22	TON	$99.00	8,386.00	$830,214.00	563.00	8,949.00	$885,951.00	$55,737.00
5	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	$3.00	12,141.00	$36,423.00	33.00	12,174.00	$36,522.00	$99.00
6	354	6082	PLANE ASPH CONC PAV (10")	SY	$13.00	1,300.00	$16,900.00	205.56	1,505.56	$19,572.28	$2,672.28
7	500	6001	MOBILIZATION	LS	$17,000.00	1.00	$17,000.00	0.00	1.00	$17,000.00	$0.00
8	502	6001	BARRICADES	MO	$15,000.00	1.50	$22,500.00	0.00	1.50	$22,500.00	$0.00
9	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	$1.25	2,206.00	$2,757.50	(1,739.00)	467.00	$583.75	($2,173.75)
10	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	$1.25	2,843.00	$3,553.75	(2,321.00)	522.00	$652.50	($2,901.25)
11	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	$0.75	1,718.00	$1,288.50	224.00	1,942.00	$1,456.50	$168.00
12	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	$5.75	296.00	$1,702.00	(1.00)	295.00	$1,696.25	($5.75)
13	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	$115.00	14.00	$1,610.00	0.00	14.00	$1,610.00	$0.00
14	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	$135.00	16.00	$2,160.00	0.00	16.00	$2,160.00	$0.00
15	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	$5.15	1,750.00	$9,012.50	(103.00)	1,647.00	$8,482.05	($530.45)
16	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	$0.11	5,088.00	$559.68	(38.00)	5,050.00	$555.50	($4.18)
17	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.10	18,139.00	$1,813.90	(189.00)	17,950.00	$1,795.00	($18.90)
18	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	$0.32	1,718.00	$549.76	224.00	1,942.00	$621.44	$71.68
19	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$1.40	296.00	$414.40	(1.00)	295.00	$413.00	($1.40)
20	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	$48.00	14.00	$672.00	0.00	14.00	$672.00	$0.00
21	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	$54.00	16.00	$864.00	0.00	16.00	$864.00	$0.00
22	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.10	28,438.00	$2,843.80	(338.00)	28,100.00	$2,810.00	($33.80)
23	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	$1.15	1,750.00	$2,012.50	(103.00)	1,647.00	$1,894.05	($118.45)
24	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	$0.30	5,087.50	$1,526.25	(37.50)	5,050.00	$1,515.00	($11.25)
25	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	$0.30	18,139.00	$5,441.70	(166.00)	17,973.00	$5,391.90	($49.80)
26	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	$0.30	28,438.00	$8,531.40	(338.00)	28,100.00	$8,430.00	($101.40)
27	672	6007	REFL PAV MRKR TY I-C	EA	$4.10	340.50	$1,396.05	28.50	369.00	$1,512.90	$116.85
28	672	6009	REFL PAV MRKR TY II-A-A	EA	$2.75	905.00	$2,488.75	6.00	$11.00	$2,505.25	$16.50
								0.00			
							$1,208,514.19			$1,213,898.47	$5,384.28

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 **19.**

Meeting Date: 12/14/2021

Authorize Contract Renewal #1 for Aggregate Contract #T1303 to Vulcan Construction Materials LLC for Road and Bridge Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of Aggregate Contract #T1303, renewal option period #1, for the same terms and conditions as the existing contract but with a price increase of 17%, with Vulcan Construction Materials, LLC, for the term of 10/6/2021 - 10/5/2022.

Background

The Road and Bridge Department has submitted a Vendor Performance Report (VPR) showing that vendor met all county requirements and recommended renewal of contract. The funding source is 01.0200.0210.003556. The department point of contact is James Williams.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 1

Original and new prices

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/09/2021 05:58 AM
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:33 AM
Form Started By: Kerstin Hancock		Started On: 12/08/2021 09:21 AM
Final Approval Date: 12/09/2021		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods/Services	**Department:**	Road and Bridge
Vendor Name:	Vulcan Construction Materials LLC		
Vendor Address:	5525 State Hwy 71, Spicewood, TX 78669		
Purpose/Intended Use of Product or Service (summary):			
Aggregate			
P.O./Contract Number:	T1303	**Effective Date:**	10.06.2021
Purchaser/Contract Specialist:	Kerstin Hancock	**Expiration Date:**	10.05.2022
Requested By:	Terron Evertson, County Engineer		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same terms and conditions as the existing contract but with a price increase of %17.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2) one (1) year renewal option periods:**

Renewal Option Period 2	October 6, 2022 – October 5, 2023
Renewal Option Period 1	October 6, 2021 – October 5, 2022
Initial Contract Period	October 6, 2020 – October 5, 2021

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

Vendor Vulcan Construction Materials, LLC

Name Julia Farrar

Title Sales Analyst

Signature _____

Date 12/7/21

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

Bill Gravell, Jr.

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Vulcan Construction Materials Aggregate T1303	**old price**	**new price (%17 increase)**
Aggregate Type E Grade 3 Unit cost delivered	$50.89/per ton	$59.54
Aggregate Type E Grade 5 Unit cost delivered	$50.89/per ton	$59.54
Aggregate Type E Grade FS Unit cost delivered	$51.89/per ton	$60.71

Commissioners Court - Regular Session **20.**

Meeting Date: 12/14/2021

Indigent/Abandoned Burial

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by Cremation of deceased (Susan Allen) who passed away in Justice of the Peace, Pct. 2 of Williamson County, TX where there has been no inquest and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	12/07/2021 04:03 PM
Form Started By: Andrea Schiele		Started On: 12/07/2021 03:51 PM
Final Approval Date: 12/07/2021		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING INTERMENT OF DECEDENT'S REMAINS (Susan Allen)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Susan Allen (SSN Unknown) passed away on November 27, 2021 at the age of 75 in Williamson County, Texas while admitted at: Sagebrook Nursing and Rehabilitation, Cedar Park, TX 78613.

The Court finds that there has been investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified on the facts of this case for indigent burial; therefore, the county has

discretion to cover the costs of interment.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains or falls to Williamson County at this time.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this _____ day of December, 2021.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **22.**

Meeting Date: 12/14/2021

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 projects and budgets for the remaining funds in the 2022 Capital Improvement Program, Long Range Transportation (LTP), 2019 Road Bond, Coronavirus Aid, Relief, and Economic Security (CARES) Act, the American Rescue Pan Act (ARPA) and the 2021 Tax Anticipation Note (TAN).

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	11/17/2021 10:14 AM
Form Started By: Tomika Lynce		Started On: 11/17/2021 10:11 AM
Final Approval Date: 11/17/2021		

Commissioners Court - Regular Session **23.**

Meeting Date: 12/14/2021

comp item

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an update from Human Resources on compensation for Williamson County employees.

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	12/06/2021 09:07 AM

Form Started By: Rebecca Clemons Started On: 12/06/2021 08:46 AM

Final Approval Date: 12/06/2021

Commissioners Court - Regular Session **24.**

Meeting Date: 12/14/2021

Use of County Properties

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on allowing HBO *Love & Death* to film at Williamson County owned properties.

Background

- HBO is requesting the use of Williamson County owned facilites for their series *Love & Death*. The requested locations are as follows:
- Jail Sally Port-- Sheriff Gleason and Chief Pokluda have agreed
- Justice Center Courtroom-- Judge Betsy Lambeth and Ronald Morgan have agreed to weekends and the presence of an off-duty officer
- Historical Courthouse Rotunda and Hallways-- one day of filming that could be on a weekend designated by the county. HBO would be required to hire and pay for a Williamson County off-duty officer
- Historical Courthouse Exterior-- Estimated 3 days of filming on one side of the courthouse of the county's choosing. City of Georgetown Economic Development and Main Street program are supportive of this project. Impacted businesses will be compensated by HBO.

HBO is willing to compensate Williamson County for the use of its properties. Attached are the proposal and letter of support from Gov. Greg Abbott.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco Proposal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 11:56 AM
Form Started By: Rachel Rull		Started On: 12/09/2021 11:33 AM
Final Approval Date: 12/09/2021		

HBO max

INTRODUCTION

HBO Max has recently begun principal photography for a new limited series titled *Love & Death*. Recounting actual events that took place in Wylie and McKinney, Texas between 1978 and 1980, the story is based on the 1984 *Texas Monthly* article, "Love and Death in Silicon Prairie" and will be filming in Central Texas until April, 2022. It stars Elizabeth Olsen and Jesse Plemons.

We currently have filming locations in Seguin, Lockhart, Bastrop, Austin, Coupland, Hutto, Kerrville and Killeen. We are presenting today with the hope that we may include Georgetown in our production.

Early in our preliminary location scouting, our director and producers visited Georgetown and immediately fell in love with the downtown area and historic Square. With its beautifully preserved architecture, it is apparent that Georgetown is unmatched in its multifaceted offerings.

Georgetown has also proven to be film-friendly and has experienced the positive economic impact filming can have on a community. We want to commit our time and money to making this show include the unique look Georgetown has to offer and in that spirit, contribute fiscally to community in the process.

We will be consulting with numerous city, county, and private historical entities and local merchants to formulate the best plan of execution possible. Additionally, we plan to apply for appropriate permits, adequately notify businesses, and provide location fees to those affected by our presence.

Our goal is to film in Georgetown the last week of February into the beginning of March. If approved, we will be employing in excess of 180 local background actors in addition to our more than 70% local Texas filming crew. Our estimated budget to cover the costs of location fees, support fees, permits and labor in Georgetown alone would amount to approximately $424,000.00. Total costs to be spent in Williamson County overall are estimated to be around $660,500.00.

The scenes we would like to film would involve exteriors of the Square, the old jail, The Justice Center and the steps of the historic Courthouse. We also have interior courtroom scenes – those will be shot on our stage in Kyle, TX on a set whose design and construction is based on the historic Williamson County courtroom. Our big ask, and the one on which this proposal hinges, is consideration to allow us to film interior scenes in some of the common spaces of the Courthouse – namely the rotunda stairs and corridors. Our interiors make up a small portion of the work – the bulk of which is exterior and during daylight hours. With your guidance we are hopeful these interior scenes could be planned such that they are conducive to the Courthouse's schedule.

The next few pages outline the scope of work and our proposed activities. We appreciate your consideration and look forward to the prospect working together on *Love & Death*.

HBOmax

Proposed Filming Locations

HBOmax

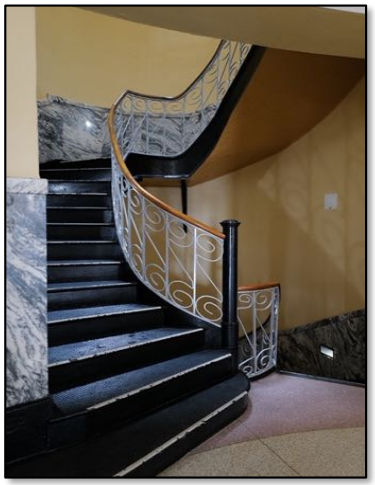
Williamson County Historic Courthouse

710 S. Main Street, Georgetown, TX 78626

EXTERIOR GROUNDS

- all exterior courthouse grounds
- courthouse steps
- actors to enter and exit courthouse doors

INTERIORS



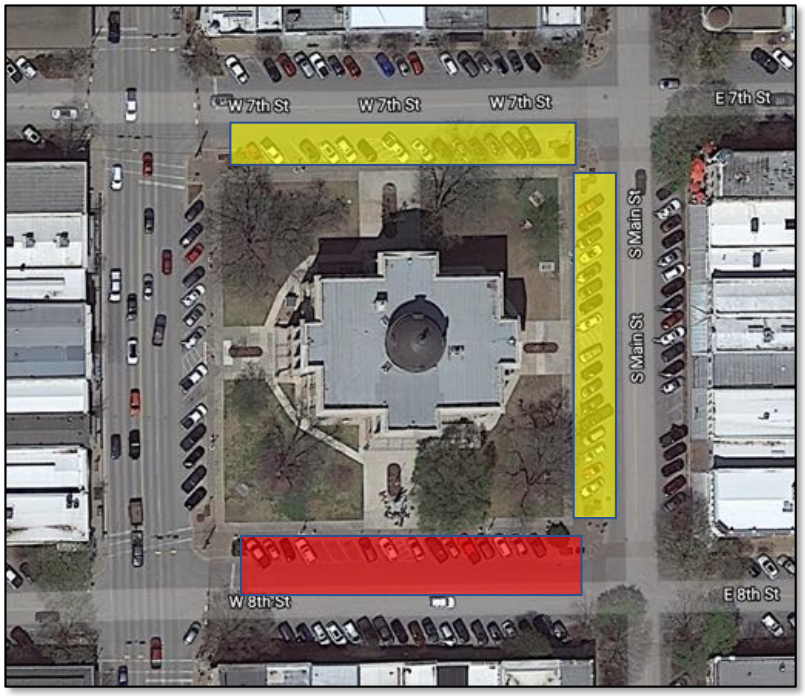
Common Spaces:

- staircases
- corridors
- rotunda
- hallways

In order to minimize our impact on the community we will be building and filming all courtroom scenes at our stages in Kyle, TX.

HBOmax

REQUESTED TRAFFIC CONTROL PLAN
EXTERIOR COURTHOUSE



LEGEND:

= ITC

= RESERVED PARKING

- Request Intermittent Traffic Control on W. 8th Street
- Request reserved parking on W. 7th St and S. Main Street

**(to be scheduled in accordance with City and County approvals)*

We would seek approval and compensate all affected businesses.

HBOmax

Williamson County Sheriff's Office

508 S. Rock Street Georgetown TX 78626

SALLY PORT

- filming interior of sally port

EXTERIOR

- filming actors entering and exiting the sally port at Sixth Street

Permissions for the above coordinated with Sheriff Mike Gleason, Williamson County Sheriff's Office

HBOmax

Williamson County Justice Center

405 Martin Luther King Jr. Street, Georgetown, TX 78626

EXTERIOR GROUNDS

- exterior courthouse grounds
- actors to enter and exit courthouse doors

INTERIORS

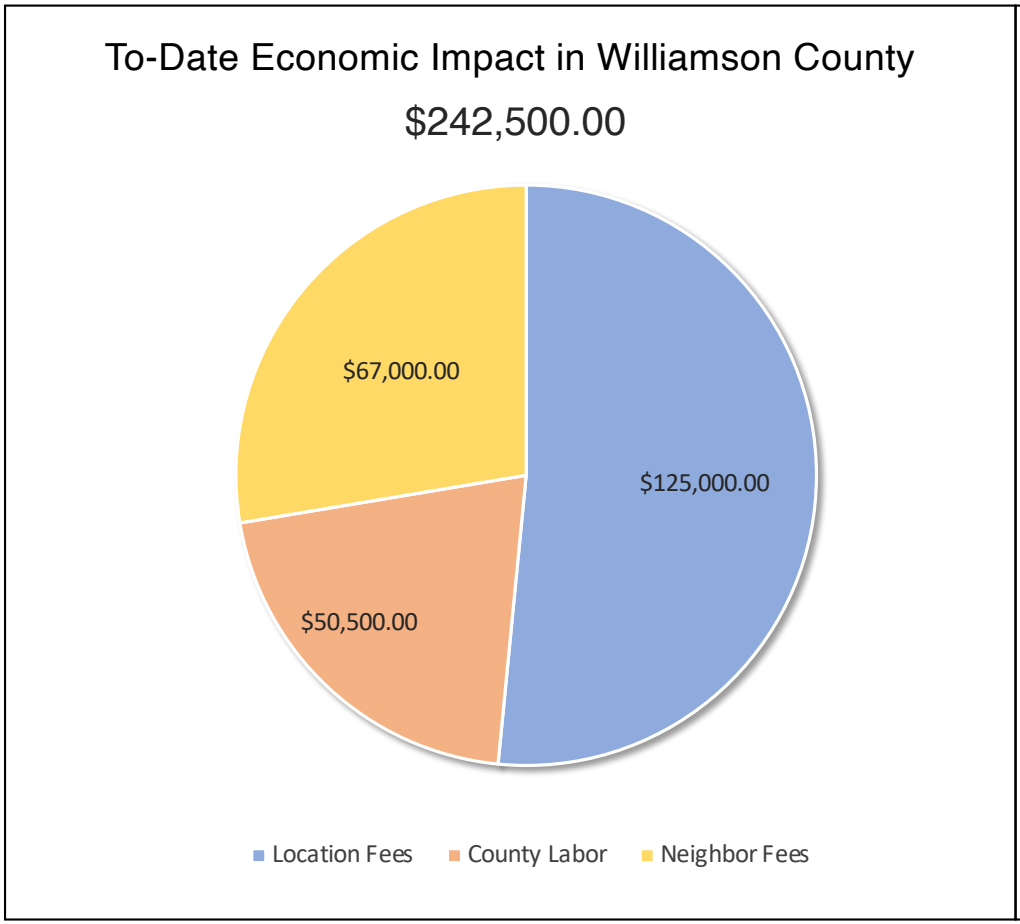
- courtroom
- hallway

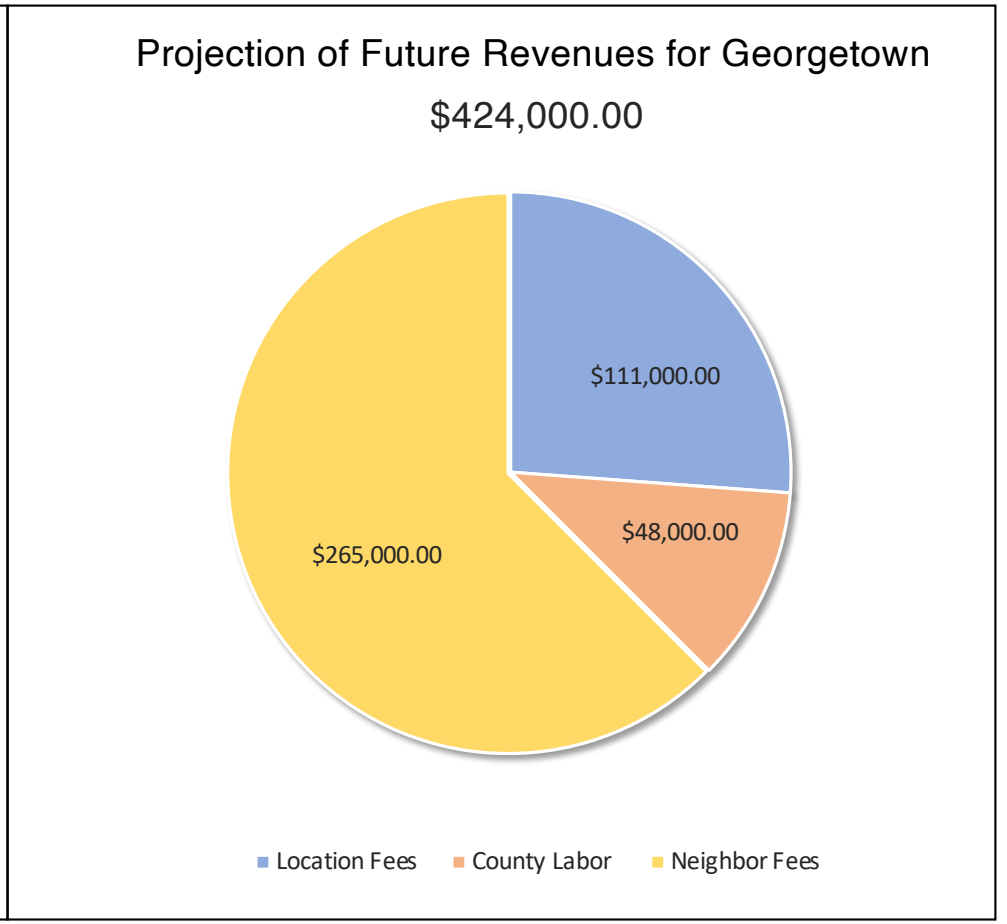
requested courtrooms: 368th or 425th district

Approvals processed through Ronald Morgan, Director, Williamson County Justice Center

HBOmax

ECONOMIC IMPACT





TOTAL ESTIMATED REVENUE FOR WILLIAMSON COUNTY: $666,500.00

HBOmax

COMMUNITY SUPPORT

STATE OF TEXAS
OFFICE OF THE GOVERNOR
TEXAS FILM COMMISSION

GREG ABBOTT
GOVERNOR

Thursday, July 15, 2021

To Whom It May Concern:

Mr. Zachary Heine, the bearer of this letter, is a Texas-based Location Manager currently working on a HBO television series that is in preparation to begin filming in Central Texas. Mr. Heine has worked in conjunction with the staff of the Texas Film Commission for many years and on this particular project, the professional production team assembled is well-known and respected in the television production industry.

The Texas Film Commission, a division of the Office of the Governor, was established in 1971 to serve the needs of creative industries in Texas. A large part of our work includes assisting production companies with preliminary research and locations guidance. Mr. Heine and his production team have expressed an interest in utilizing the Williamson County Courthouse as a potential filming location, as it fits the needs of their project. Any assistance that you may be able to provide to him and his team regarding this matter would be greatly appreciated.

Television projects such as this create substantial economic impact opportunities for communities across the state of Texas and make a sizable contribution to the state's economy through employment of hundreds of local, Texas-based crew and cast members, rental of equipment and facilities, and the many goods and services purchased for use in production. The Texas Film Commission, which helps promote the state as a destination for television, film, commercial, visual effects, animation, video game and digital media production, has attracted $1.66 billion in local spending from 2007-2020.

We thank you in advance for your time and thoughtful consideration of Mr. Heine's request. Please feel free to contact Mr. Heine or myself with any inquiries. I can be reached at 512-463-9200

Sincerely,

Kim LeBlanc
Production & Community Relations Specialist

P.O. BOX 13246 AUSTIN, TEXAS 78711 ★ (512) 463-9200 FAX (512) 463-4114
www.texasfilmcommission.com ★ film@gov.texas.gov

Austin American-Statesman
SERVING OUR COMMUNITY SINCE 1871

"We were happy to share our beautiful, historic worship space as a part of the show, Wegner said of the church, which was built in 1902.

"There's a spirit here that's palpable, and we were grateful to share that with the world.
It was a nice opportunity to be a part of the arts industry that taps into something about our human experience and making meaning of that through film and storytelling."

-Rev. Katie Wegner,
Hutto Lutheran Church

Austin American Statesman article: October 8, 2021

Commissioners Court - Regular Session **25.**

Meeting Date: 12/14/2021

Germer Cases Engagement

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the engagement of the law firm of ----------Germer PLLC to represent Williamson County in relation to the cases of Marquina Gilliam-Hicks v. Sean Feldmann, in his individual capacity, and Williamson County, Texas; Skylar Leal v. Williamson County, Texas, et al.; Imani Nembhard v. Williamson County, Texas, et al.; and Gary Watsky v. Williamson County, Texas, et al.; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Engagement Letter Germer - Imani et al.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/08/2021 03:33 PM
Form Started By: Hal Hawes		Started On: 12/08/2021 02:50 PM
Final Approval Date: 12/08/2021		

GERMER
ATTORNEYS AT LAW

AUSTIN BEAUMONT **HOUSTON** SAN ANTONIO
www.germer.com

LARRY J. SIMMONS
PRINCIPAL
BOARD CERTIFIED
LABOR AND EMPLOYMENT LAW
PERSONAL INJURY TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

Direct: 713.650.1313
ljsimmons@germer.com

December 7, 2021

Mr. Hal C. Hawes
General Counsel
Williamson County Commissioners Court
710 Main Street, Suite 200
Georgetown, Texas 78626

VIA EMAIL TRANSMITTAL
hhawes@wilco.org

Re: *Marquina Gilliam-Hicks v. Sean Feldmann, in his individual capacity, and Williamson County, Texas;* Civil Action No. 21-481; In the United States District Court for the Western District of Texas, Austin Division
Germer No. 105424

Skylar Leal v. Williamson County, Texas and Lorenzo Hernandez, Jr.; Civil Action No. 1:21-cv-00834-RP; In the United States District Court for the Western District of Texas, Austin Division

Imani Nembhard v. Williamson County, Texas, et al.; Civil Action No. 1:21-cv-00350-RP; In the United States District Court for the Western District of Texas, Austin Division
Germer No. 104966

Gary Watsky v. Williamson County, Texas, et al.; Civil Action No. 1:21-cv-00374-RP; In the United States District Court for the Western District of Texas, Austin Division
Germer No. 104999

Dear Hal,

This will confirm the terms of Williamson County's retention of Germer PLLC to represent and defend Williamson County in the above referenced lawsuits, on the following terms:

1. The firm will bill in increments of tenths of an hour, at the following rates:

   a. Larry Simmons (Sr. Partner) $350/hr;
   b. Other Partners $295/hr.;
   c. Senior Associate $250/hr.;
   d. Associate $225/hr.; and

e. Paralegal $125/hr.

2. We will submit our bills monthly, and you agree to pay our bills within thirty (30) days of receipt.

3. Related expenses will be included on our invoices.

If the County agrees to the foregoing terms, please return a signed copy to my office.

I look forward to assisting you with this matter. Please feel free to call with any questions.

Sincerely,

GERMER PLLC

Larry J. Simmons

LJS:dlb

AGREED TO BY:

_____ DATE: _____

By:_____
Williamson County, Texas

Commissioners Court - Regular Session **26.**

Meeting Date: 12/14/2021

First Amd Redistricting Resol

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve a First Amended Resolution regarding the redistricting of Williamson County Political Boundaries, including, but not limited to the acceptance of new political boundaries for the Williamson County Election, Justices of the Peace, Constables and Commissioners Court Precincts.

Background

This First Amendment changes the effective date for the new precincts that resulted from Williamson County's redistricting. The original resolution stated an effective date of January 1, 2023 for the new precincts when such date should have been January 1, 2022. All other portions of the original resolution remain and are not being amended.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First Amd to Resolution - Redistricting of Precincts

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 11:58 AM
Form Started By: Hal Hawes		Started On: 12/09/2021 11:55 AM
Final Approval Date: 12/09/2021		

STATE OF TEXAS	*	THE COMMISSIONERS COURT
WILLIAMSON COUNTY, TEXAS	*	OF COUNTY OF WILLIAMSON

FIRST AMENDED RESOLUTION

WHEREAS, an analysis of the 2020 decennial federal census disclosed that existing County Commissioner precincts in Williamson County, Texas are substantially unequal in population; and
WHEREAS, the Commissioners Court of Williamson County has undertaken to redraw the County Commissioner precinct boundaries to equalize the population of the respective districts in compliance with applicable requirements of state and federal law; and

WHEREAS, the Commissioners Court of Williamson County has undertaken to redraw the Justice of the Peace and Constable precinct boundaries to take into account the proposed changes to the Commissioner precincts; and

WHEREAS, through public comments and meetings, the Commissioners Court of Williamson County has received and considered comments and proposed plans regarding the appropriate configuration of those Commissioner, Constable and Justice of the Peace precinct boundaries to balance the population of the respective precincts; and

WHEREAS, the Commissioners Court of Williamson County adopted an prior Resolution at its special called session on November 12, 2021 (the "Original Resolution") that contained an improper effective date for Williamson County's redistricting of its four (4) County Commissioner, Constable and Justice of the Peace precincts and it is now necessary to amend the Original Resolution to set forth the proper and correct effective date and supplant the Original Resolution with this First Amended Resolution.

NOW THEREFORE BE IT RESOLVED, pursuant to the United States Constitution, the Texas Constitution, applicable Texas Statutes, as amended, that effective on January 1, 2022, Williamson County, Texas shall be divided into four (4) County Commissioner, Constable and Justice of the Peace precincts as depicted in Exhibit A to this Resolution, which is a map denoted "Exhibit A" accurately depicting the boundaries and territories of the respective County Commissioner, Constable, and Justice of the Peace precincts as redrawn, and which map is incorporated by reference into and made a part of this Resolution; and Exhibit B to this Resolution, which is a description of the metes and bounds of each respective Commissioner, Constable and Justice of the Peace precinct which is incorporated by reference into and made a part of this Resolution.

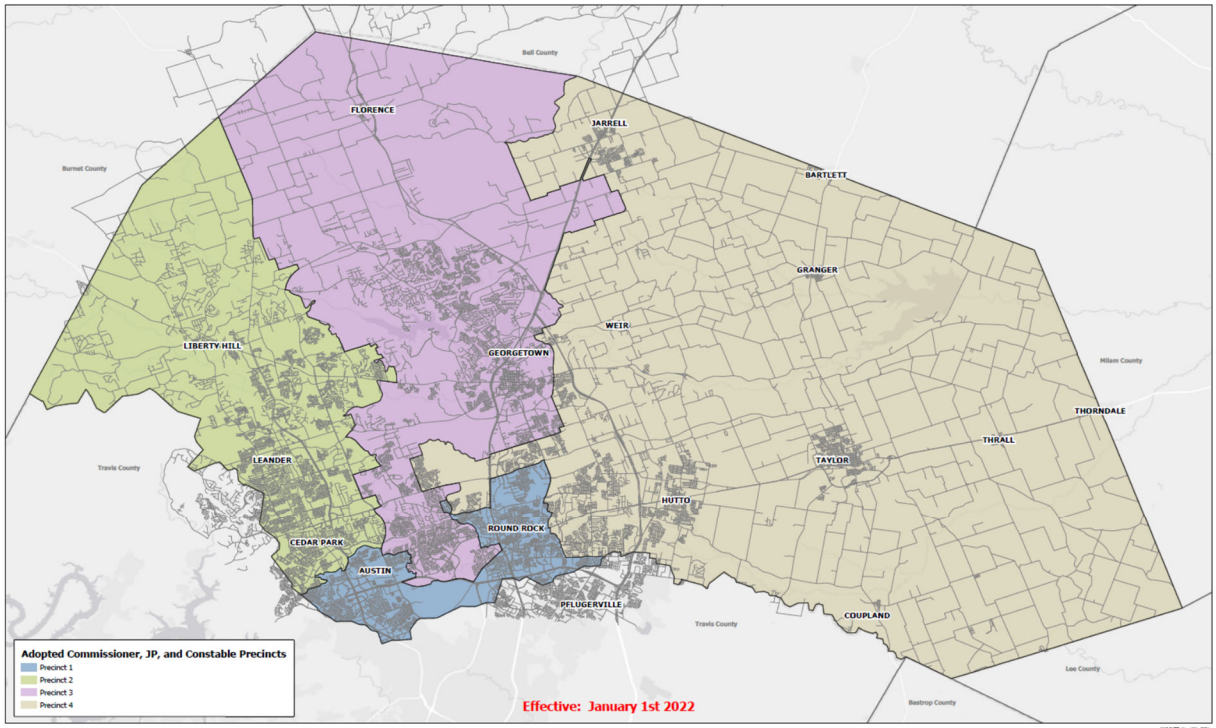
BE IT FURTHER RESOLVED that this First Amended Resolution shall supplant and replace the Original Resolution for all purposes and effect.

PASSED, APPROVED, ADOPTED AND RESOLVED as of this 14th day of December 2021.

By:_____
Printed Name: _____

Office:_____
On Behalf of the Williamson County Commissioners Court

Exhibit “A”



Adopted Commissioner, JP, and Constable Precincts

Williamson County, Texas

Exhibit “B”

Commissioner, Constable, and Justice of the Peace Precinct 1

Beginning at the intersection of the Old Mill Road and the common line between Williamson and Travis County;
THENCE, easterly along Old Mill Road to the intersection of said Road to S. Lakeline Boulevard
thence, westerly along S. Lakeline Boulevard to the intersection of said Boulevard to Little Elm Trail
thence, northerly along Little Elm Trail to northwest point of Block #484910203561002
thence, easterly along Buttercup Creek to the intersection of said Creek to S. Bell Boulevard
thence, southerly along S. Bell Boulevard to the intersection of said Boulevard to Avery Ranch Road
thence, easterly along the southern lanes of Avery Ranch Road to the intersection of said Road to the southbound lanes of 183A Toll Road
thence, northerly along the western border of Block #484910203112024 to the intersection of said Block and the northwest corner of Block #484910203471012
thence, easterly along the northern boundary of Block #484910203471011 to the intersection of said Block and Brushy Creek
thence, easterly along Brushy Creek to the intersection of said Creek and West Parmer Lane
thence, southerly along W Parmer Lane to the intersection of said lane and Avery Ranch Boulevard
thence, easterly along the southern side of Avery Ranch Boulevard to the intersection of said Boulevard and Double Eagle Pass
thence, southerly along the Congressional District 10 Boundary to N SH 45 W Eastbound and continuing westerly along said road to the intersection of Ganzert
thence, southeasterly along said district line to the intersection of N SH 45 W Service Road Westbound
thence, westerly along N SH 45 W Eastbound to the intersection of said Highway to Ganzert Lake Road
thence, easterly along Ganzert Lake Road to the intersection of said Road and Lake Creek
thence, northeasterly along Lake Creek to the intersection of said Creek to N SH 45 W Service Road Westbound
thence, easterly along N SH 45 W Westbound to the intersection of said Highway and McNeil Road
thence, northerly along the centerline of McNeil Road to the intersection of IH-35
thence, northerly along the frontage road of IH-35 to the intersection of IH-35 and Lake Creek
thence, westerly along Lake Creek to the intersection of said Creek and Round Rock West Drive
thence, northerly along Round Rock West Drive to the intersection of said Drive and S. Lake Creek Drive
thence, westerly along S. Lake Creek Drive to the intersection of said drive and Dragon Drive
thence, northwesterly along Dragon Drive to the intersection of said Drive and Deep Wood Drive
thence, northerly along Deep Wood Drive to the intersection of said Drive to Round Rock Avenue
thence, easterly along the northern border of Block # 484910205034002 to the intersection of said Block and the southwest corner of Block # 484910206022028
thence, northerly along the western boundary of Block # 484910206022028 to the intersection of said Block and Brushy Creek
thence, westerly along Brushy Creek and the western edge of Block #484910206022016 to the intersection of said Creek to the western edge of Block #484910203102009
thence, northerly along the western edge of Block #484910203102009 to the intersection of said Block and Sam Bass Road
thence, westerly along Sam Bass Road to the intersection of said Road and Block #484910206061013
thence, northwesterly along the southern and western boundaries of Block #484910206061013 to the intersection of said Block and Behrens Parkway
thence, northerly passed Behrens Parkway along the western boundary of Block #484910206061016
thence, easterly along the northern boundary of Block #484910206061016 to the intersection of said Block and the northern boundary of Block #484910206073005

thence, easterly along the northern border of Block #484910206073005 to the intersection of said Block and Wyoming Springs Drive
thence, southerly along Wyoming Springs Drive along the eastern boundary of Block #484910206073005 to the intersection of said Block and Golden Oak Circle
thence, easterly along Golden Oak Circle to the intersection of said Road and the centerline of Wyoming Springs Drive
thence, southerly along Wyoming Springs Drive to the intersection of said Drive and Sam Bass Road
thence, easterly along Sam Bass Road/W Old Settlers Boulevard to the intersection of said Road and the northbound lanes of IH-35
thence, northerly along the northbound lanes of IH-35 to the intersection of said Interstate and University Boulevard
thence, easterly along University Boulevard to the intersection of said Boulevard and N AW Grimes Boulevard
thence, southerly along N AW Grimes Boulevard to the intersection of said Boulevard and Chandler Creek Boulevard
thence, easterly along Chandler Creek Boulevard to the intersection of said Boulevard and Block #484910215122000
thence, southerly along the eastern boundary of Block #484910215122000 to the intersection of said Block to Block #484910215122008
thence, southerly along the eastern boundary of Block #484910215122008 to the intersection of said Block and Block #484910215122012
thence, southerly along the eastern boundary of Block #484910215122012 to the intersection of said Block and E Palm Valley Boulevard
thence, easterly along the eastbound lanes of E Palm Valley Boulevard to the intersection of said Boulevard and the Service Road to Palm Valley Cemetery and the western boundary of Block #484910215111033
thence, southerly along the western boundaries of Block #484910215111033 and Block #484910215111034
thence, southerly along the western boundary of Block #484910215111034 to the intersection of said Block and Brushy Creek
thence, easterly along Brushy Creek to the intersection of said Creek and Dry Branch
thence, southerly along Dry Branch to the intersection of said waterway and Dryer Branch
thence, southerly along Dryer Branch to the intersection of said waterway and Gattis School Road
thence, easterly along Gattis School Road to the intersection of said Road and the common line between Williamson and Travis County
thence, southwesterly along the common line between Williamson and Travis County to the intersection of said common line and Old Mill Road

Commissioner, Constable, and Justice of the Peace Precinct 2

Beginning at the intersection of the Old Mill Road and the common line between Williamson and Travis County;
THENCE, easterly along Old Mill Road to the intersection of said Road to S. Lakeline Boulevard
thence, westerly along S. Lakeline Boulevard to the intersection of said Boulevard to Little Elm Trail
thence, easterly along Buttercup Creek to the intersection of said Creek to S. Bell Boulevard
thence, southerly along S. Bell Boulevard to the intersection of said Boulevard to Avery Ranch Road
thence, easterly along the northern lanes of Avery Ranch Road to the intersection of said Road to N 183A at Avery Ranch Turnaround
thence, northerly along N 183A Highway Southbound to the intersection of said Highway and Block #484910203471006
thence, easterly along Block #484910203471006 to the intersection of said Block and Block #484910203471003
thence, easterly along the southern border of Block #484910203471003 to the intersection of said Block and Brushy Creek
thence, easterly along Brushy Creek to the intersection of said Creek and W Parmer Lane
thence, northerly along W Parmer Lane to the intersection of said Lane and E Whitestone Boulevard
thence, easterly along E Whitestone Boulevard to the intersection of said Boulevard and Krienke Ranch Road
thence, northerly along Krienke Ranch Road to the intersection of said Road and County Road 272
thence, westerly along County Road 272 to the intersection of said Road and Ronald Reagan Boulevard
thence, northerly along Ronald Reagan Boulevard to the intersection of said Road and Journey Parkway
thence, easterly along Journey Parkway to the intersection of said road and County Road 175
thence, northerly along County Road 175 to the intersection of said Road and the southernmost point of Block # 484910203101001
thence, northerly, easterly, and westerly along the outside boundaries of Block # 484910203101001 to the intersection of Block to CR 175
thence, northerly and westerly along County Road 175 to the intersection of said Road and RM 2243
thence, northerly and easterly along RM 2243 to the intersection of said Road and Limestone Creek Road
thence, northerly and easterly along the city limit of the City of Georgetown to the intersection of said limits to the South Fork San Gabriel River
thence, northerly and easterly along the northern side of South Fork San Gabriel River to the intersection of said River and Block # 484910201241019
thence, northerly along the eastern boundary of Block # 484910201241019 to the intersection of said Block to Block # 484910201243002
thence, northerly along Block #484910201243002 to the intersection of said Block and W State Highway 29
thence, easterly along the centerline of State Highway 29 to the intersection of said highway and Cedar Hollow Road
thence, northerly along the centerline of Cedar Hollow Road to the intersection of said Road and the Middle Fork San Gabriel River
thence, southerly, westerly and northerly along the Middle Fork San Gabriel River and Block # 484910201222009 to the intersection of the northeast point of said Block and the southeast point of Block # 484910201222015
thence, easterly along the southern boundary of Block # 484910201221013 to the intersection of said Block and Cedar Hollow Road

thence, northerly along Cedar Hollow Road to the intersection of said road and Lost Oak Cove
thence, northerly along Lost Oak Cove to the intersection of said Road and Harrison Lane
thence, northerly along Harrison Lane to the intersection of Road to Lightening Ranch Road
thence, westerly along Lightening Ranch Road to the intersection of said Road and Cross Creek Road
thence, northerly along Cross Creek Road and the eastern boundary of Block # 484910201202013 to the interstion of said Block and the southeast corner of Block # 484910201202002
thence, northerly along the eastern and northern boundaries of Block # 484910201202002 to the intersection of said Block and Tower Road
thence, westerly and northerly along Tower Road to the intersection of said Road and County Round 258
thence, northeasterly along County Road 258 following the state drawn lines for House District 52 to the intersection of House District and FM 3405
thence, westerly along FM 3405 and House Distric 52 Boundary to the intersection of said Road to Ronald Reagan Boulevard
thence, northerly along Ronald Reagan Boulevard to the intersection of said Boulevard and the School District Boundary for Florence ISD
thence, northerly and westerly along the western bounday of Florence ISD to the intersection of said School District Boundary and County Road 255
thence, northerly along County Road 255 to the intersection of said Road and Farris Ranch Road
thence, westerly along the northern boundary of Block # 484910202051004 to the intersection of said Block to the southeastern corner of Block # 484910202051003
thence, northerly along the eastern and northern boundaries of Block # 484910202051003 to the intersection of the northwestern corner of said Block and and Block # 484910202051001
thence, northerly along the eastern boundary of Block # 484910201221011 to the intersection of said Block and N US 183
thence, northerly along the centerline of N US 183 to the common line between Williamson and Burnet County.

Commissioner, Constable, and Justice of the Peace Precinct 3

Beginning at the intersection of N US 183 to the common line between Williamson and Burnet County;
THENCE, southerly along N US 183 to the intersection of said Interstate and Block # 484910202051001
thence, southeasterly along the eastern boundary of Block # 484910202051001 to the intersection of said Block and Block # 484910202051000
thence, easterly and southerly along the western boundary of Block # 484910202051000 to the intersection of said Block and Block # 484910202051004
thence, easterly along the southern boundary of Block # 484910202051004 to the intersection of said Block and County Road 255
thence, southerly along County Road 255 to the intersection of said Road and School District Boundary for Liberty Hill ISD
thence, easterly and southerly along the boundary of Liberty Hill ISD to the intersection of said district to Ronald Reagan Boulevard
thence, southerly and westerly along Ronald Reagan Boulevard to the intersection of said Boulevard and FM 3405
thence, easterly along FM 3405 to the intersection of said road to County Road 258
thence, southerly and easterly along County Road 258 to the intersection of said Road and Block # 484910202051021
thence, southerly along the western boundary along Block # 484910202051021 to the intersection of said Block and the North Fork San Gabriel River
thence, northeasterly along the North Fork San Gabriel River along the boundary of House District 52 to the intersection of said District and the city limits of Georgetown
thence, southerly and easterly along the Georgetown city limits to County Road 258
thence, southerly and easterly along the boundary of Block # 484910201221004 to the intersection of said Block and Block # 484910201221025
thence, westerly and southerly along Block # 484910201221025 and the Middle Fork San Gabriel River to the intersection of said waterway and Block at Cedar Hollow Road
thence, westerly and southerly along the centerline of Cedar Hollow Road to the intersection of said road and W State Highway 29
thence, westerly along the centerline of W State Highway 29 to the intersection of said Highway and Block # 484910201243002
thence, southerly along the western borders of Block # 484910201243001 and Block # 484910201241018 to the intersection of Block # 484910201241018 and the South Fork San Gabriel River
thence, southerly and westerly along the South Fork San Gabriel River to the intersection of said River and the end of the City of Georgetown city limits
thence, southerly and easterly along the city limits of the City of Georgetown to the intersection said limits and Limestone Creek Road
thence, southerly along Limestone Creek Road to the intersection of said Road and RM 2243
thence, southerly and westerly along RM 2243 to the intersection of said Road and County Road 175
thence, easterly and southerly along County Road 175 to the intersection of said Road and Block #484910203101001
thence, along the eastern boundary of Block #484910203101001 to the intersection of said Block and CR 175
thence, southerly along County Road 175 to the intersection of said Road and Journey Parkway
thence, westerly along Journey Parkway to the intersection of said Road and Ronald Reagan Boulevard
thence, southerly along Ronald Reagan Boulevard to the intersection of said Boulevard and County Road 272

thence, easterly along County Road 272 to the intersection of said Road and Krienke Ranch Road
thence, southerly along Krienke Ranch Road to the intersection of said Road and E Whitestone Boulevard
thence, westerly along E Whitestone Boulevard to the intersection of said Boulevard and W Parmer Lane to the intersection of said Lane to Avery Ranch Boulevard
thence, easterly along Avery Ranch Boulevard to the intersection of Double Eagle Pass
thence, southerly along the Congressional District 10 Boundary to N SH 45 W Eastbound and continuing westerly and southeasterly along said district line to the intersection of N SH 45 W Service Road Westbound
thence, easterly along N SH 45 W Westbound to the intersection of said highway and McNeil Road
thence, northerly and easterly along McNeil Road to the intersection of said Road and S IH-35 Freeway
thence, northerly along S IH-35 Freeway to the intersection of said Freeway and State Board of Education District 10 Boundary
thence, westerly along State Board of Education District 10 Boundary to the intersection of said Boundary and Deep Wood Drive
thence, northerly along Deep Wood Drive to the intersection of said Drive and to the intersection of said Drive and Block # 484910205052010
thence, northerly along the eastern boundary of Block # 484910205052010 to the intersection of said Block and Brushy Creek
thence, northerly and westerly along Brushy Creek to the intersection of said Creek and Block # 484910203102010
thence, northerly along Block # 484910203102010 to the intersection of said Block and the centerline of Sam Bass Road
thence, northerly to the northern Right of Way of Sam Bass Road
thence, westerly and northerly along Sam Bass Road and Block # 484910206061010 to the intersection of said Block and Block # 484910206061003
thence, easterly and northerly along the boundary of Block # 484910206073001 to the intersection of said Block and Block # 484910206072009
thence, westerly along the northern boundary of Block # 484910206072009 and Block # 484910206073001 to the intersection of Block # 484910206073001 and RM 1431
thence, westerly along RM 1431 to the western edge of the City of Round Rock city limits
thence, northerly along the city limits of Round Rock to the intersection of said limits and Blue Ridge Drive
thence, northerly the common boundary between Round Rock and Georgetown ISD to the intersection of said common line and E New Hope Drive
thence, northerly along the eastern boundary of Block # 484910206081005 to the intersection of said block and E New Hope Drive
thence, easterly and northerly along E New Hope Drive to the intersection of said Drive and the stream located at the easternmost point of Block # 484910206091015
thence, westerly and northerly along the eastern boundary of Block # 484910206091015 to the intersection of said Block and Block # 484910206091013
thence, northerly along the eastern boundary of Block # 484910206091013 to the WCAD parcel lines for homes in the Whitetail subdivision
thence, easterly and northerly along the WCAD Parcel line for the homes in Whitetail to the intersection of Block # 484910212012000
thence, northerly and easterly along Block # 484910212012000 to the intersection of said Block and Block # 484910206041053

thence, southerly and easterly along the western boundary of Block # 484910206041053 to the intersection of Block # 484910206041030
thence, easterly along the southern boundaries of Block # 484910206041030 and Block # 484910206041035 to the intersection of the N IH-35 Entrance 257 Ramp
thence, easterly to the intersection at S IH-35 Freeway
thence, northerly along S IH 35 Freeway to the intersection of said Freeway and Westinghouse Road
thence, easterly along the northern side of Westinghouse Road to the intersection
thence, easterly along Westinghouse Road to the intersection of said Road and Higgs Road
thence, northerly along Higgs Road to the intersection of said Road and County Road 110
thence, northerly along the western side of Southwestern Boulevard/Rockride Lane to the northeastern most point of Block # 484910214052047 at SE Inner Loop
thence, northerly along the western right of way of SE Inner Loop to the intersection of said Road and E University Avenue
thence, northerly along NE Inner Loop to the intersection of said roadway and Stadium Drive
thence, easterly along Stadium Drive to the intersection of said Drive and Crystal Knoll Boulevard
thence, northerly along Crystal Knoll Boulevard to the intersection of said Boulevard and southeast corner of Block # 484910201132014
thence, along the common line between Block #484910201132022 and Block #484910201132026 to the intersection of said common line and Stadium Drive
thence, easterly along Stadium Drive to the intersection of said Drive and County Road 152
thence, northerly and easterly along County Road 152 to the intersection of said Road and Dry Berry Creek
thence, northerly along the Dry Berry Creek to the intersection of said Creek and N IH-35 Northbound frontage road
thence, northerly along N IH-35 Northbound frontage road to the intersection of said Interstate and County Road 144
thence, easterly along the north side of County Road 144 to the intersection of said Road and County Road 145
thence, easterly along the northern side of County Road 145 to the intersection of said Road and FM 1105
thence, continuing easterly along the north side FM 1105 to the first intersection of said Road to CR 311
thence, northerly and westerly along County Road 311 to the intersection of said road and County Road 375
thence, northerly along the west side of County Road 375 to the intersection of said road and County Road 314
thence, westerly along the south side of County Road 314 to the intersection said Road and the southeast corner of Block # 484910216013023
thence, northerly and easterly along the eastern boundary of Block # 484910216013023 to the intersection of said Block and FB Schwertner Road
thence, northerly along FB Schwertner Road to the intersection of said Road and County Road 312
thence, westerly along the northern side of County Road 312 to the intersection of said Road and N IH-35 Frontage Road at C Bud Stockton Loop
thence, southerly along N IH-35 Frontage Road to the intersection of said Road and County Road 310
thence, westerly along the southside of County Road 310 to the intersection of said Road and County Road 237
thence, southerly along the east side of County Road 237 to the intersection of said road and County Road 238

thence, westerly along the south side of County Road 238 to the intersection of said Road and County Road 234
thence, northerly along the centerline of County Road 234 to the intersection of said Road and W FM 487
thence, northerly and westerly along W FM 487 to the intersection of said Road and Spears Ranch Road
thence, northerly along Spears Ranch Road to the intersection of said Road and the northeast corner of Block # 484910216031005
thence, easterly along the southern boundary of Block # 484910202012047 to the intersection of said Block and Salado Creek
thence, easterly and northerly along the northwest side of Salado Creek the intersection of the said Creek and the common line between Williamson and Bell County.

Commissioner, Constable, and Justice of the Peace Precinct 4

Beginning at the intersection of the Gattis School Road and the common line between Williamson and Travis County;
THENCE, westerly along Gattis School Road to the intersection of said Road and Dryer Branch
thence, northerly along Dryer Branch to the intersection of said waterway and Block # 484910207111010 thence, northerly along the western boundary of Block # 484910207111010 to the intersection of said Block and Dryer Branch
thence, northerly along Dryer Branch to the intersection of said waterway and Dry Branch
thence northerly along Dry Branch to the intersection of said waterway and Brushy Creek
thence, westerly along Brushy Creek to the intersection of said Creek and Block #484910215111034
thence, northerly along the western boundary of Block # 484910215111034 and #484910215111033 to the intersection of Block # 484910215111033 and E Palm Valley Boulevard
thence, westerly along the eastbound lanes of E Palm Valley Boulevard to the intersection of said Boulevard and the southwestern corner of Block #484910215121036
thence, northerly along the western boundary of Block #484910215121012 and #484910215121012 to the intersection of Block #484910215121012 and Chandler Creek Boulevard
thence, westerly along Chandler Creek Boulevard to the intersection of said Boulevard and N AW Grimes Boulevard
thence, northerly along the centerline of N AW Grimes Boulevard to the intersection of said Boulevard and University Boulevard
thence, westerly along the centerline of University Boulevard to the intersection of said Boulevard and IH-35
thence, southerly along the southbound lanes of IH-35 to the intersection of said Interstate and W Old Settlers Boulevard
thence, westerly along the north side of W Old Settlers Boulevard to the intersection of said Boulevard and Wyoming Springs Drive
thence, northerly along the centerline of Wyoming Springs Drive to the intersection of said Drive and Golden Oak Circle
thence, westerly along Golden Oak Circle to the intersection of said road and the western boundary of Block #484910206073004
thence, northerly along Wyoming Springs Drive and Block #484910206073004 to the intersection of said Block and Block #484910206072008 at Onion Branch
thence, along the western boundary of Block #484910206072008 and Round Rock City Limits to the intersection of said limits at Block #484910206073000 and RM 1431
thence, westerly along RM 1431 to the western edge of the City of Round Rock city limits
thence, northerly along the city limits of Round Rock to the intersection of said limits and Blue Ridge Drive
thence, northerly the common boundary between Round Rock and Georgetown ISD to the intersection of said common line and E New Hope Drive
thence, easterly along E New Hope Drive to the intersection of said Drive and an unnamed stream
thence, northeasterly along the stream to the westbound lanes of E New Hope Drive
thence, westerly along E New Hope Drive to the southwest corner of Block # 484910206091022
thence, northerly along the western boundary of Block # 484910206091022 and Block # 484910206091000 to the intersection of Block # 484910206091000 and the WCAD parcel lines for homes in the Whitetail subdivision
thence, easterly and northerly along the WCAD Parcel line for the homes in Whitetail to the intersection of Block # 484910212012000

thence, northerly and easterly along the border of Block #484910212012000 to the intersection of said block and Block # 484910206083000
thence, along the eastern boundary of Block # 484910206083000 to the intersection of said Block and Chandler Branch
thence, easterly along the boundary of Block # 484910206041052 to the intersection of said Block and the Georgetown Railroad
thence, easterly of the Georgetown Railroad along the northern boundary of Block # 484910206041055 to the N IH-35 Entry 257 Ramp
thence, easterly along the northern boundary of Block # 484910206041058 and Block # 484910215103005 to the intersection of Block # 484910215103005 and S IH-35 Freeway
thence, northerly along S IH-35 Freeway to the intersection of said Freeway and Westinghouse Road
thence, easterly along Westinghouse Road to the intersection of said Road and Higgs Road
thence, northerly along Higgs Road to the intersection of said Road and County Road 110
thence, northerly along Rockride Lane to the intersection of said Lane and Block # 484910214052047
thence, northerly along the western boundary of Block # 484910208211001 to the intersection of said Block and SE Inner Loop
thence, northerly along SE Inner Loop to the intersection of said roadway and E University Avenue
thence, northerly along NE Inner Loop to the intersection of said roadway and Stadium Drive
thence, easterly along Stadium Drive to the intersection of said Drive and Crystal Knoll Boulevard
thence, northerly along Crystal Knoll Boulevard to the intersection of said Boulevard and Block # 484910201132022
thence, along the common line between Block #484910201132022 and Block #484910201132026 to the intersection of said common line and Stadium Drive
thence, easterly along Stadium Drive to the intersection of said Drive and County Road 152
thence, northerly and easterly along County Road 152 to the intersection of said Road and Dry Berry Creek
thence, northerly along the Dry Berry Creek to the intersection of said Creek and N IH-35 Northbound frontage road
thence, northerly along N IH-35 Northbound frontage road to the intersection of said Interstate and County Road 144
thence, easterly along County Road 144 to the intersection of said Road and County Road 145
thence, easterly along County Road 145 to the intersection of said Road and FM 1105
thence, continuing easterly along FM 1105 to the first intersection of said Road to CR 311
thence, northerly and westerly along County Road 311 to the intersection of said road and County Road 375
thence, northerly along County Road 375 to the intersection of said road and County Road 314
thence, westerly along County Road 314 to the intersection said Road and the southwest corner of Block # 484910216013022
thence, northerly and easterly along Block # 484910216013022 to the intersection of said Block and FB Schwertner Road
thence, northerly along FB Schwertner Road to the intersection of said Road and County Road 312
thence, westerly along County Road 312 to the intersection of said Road and N IH-35 Frontage Road at C Bud Stockton Loop
thence, southerly along N IH-35 Frontage Road to the intersection of said Road and County Road 310
thence, westerly along County Road 310 to the intersection of said Road and County Road 237
thence, southerly along County Road 237 to the intersection of said road and County Road 238
thence, westerly along County Road 238 to the intersection of said Road and County Road 234

thence, northerly along the centerline of County Road 234 to the intersection of said Road and W FM 487
thence, northerly and westerly along W FM 487 to the intersection of said Road and Spears Ranch Road
thence, northerly along Spears Ranch Road to the intersection of said Road and the northwest corner of Block # 484910216031004
thence, easterly along the northern boundary of Block # 484910216031004 to the intersection of said Block and Salado Creek
thence, easterly and northerly to the intersection of the Salado Creek and the common line between Williamson and Bell County.

Commissioners Court - Regular Session **27.**

Meeting Date: 12/14/2021

Redistricting Voting Precincts

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Voting Tabulation Districts, also known as Voting Precincts, in Williamson County.

Background

The recommended map follows the statutes of Chapter 42 of the Texas Election Code.

Fiscal Impact

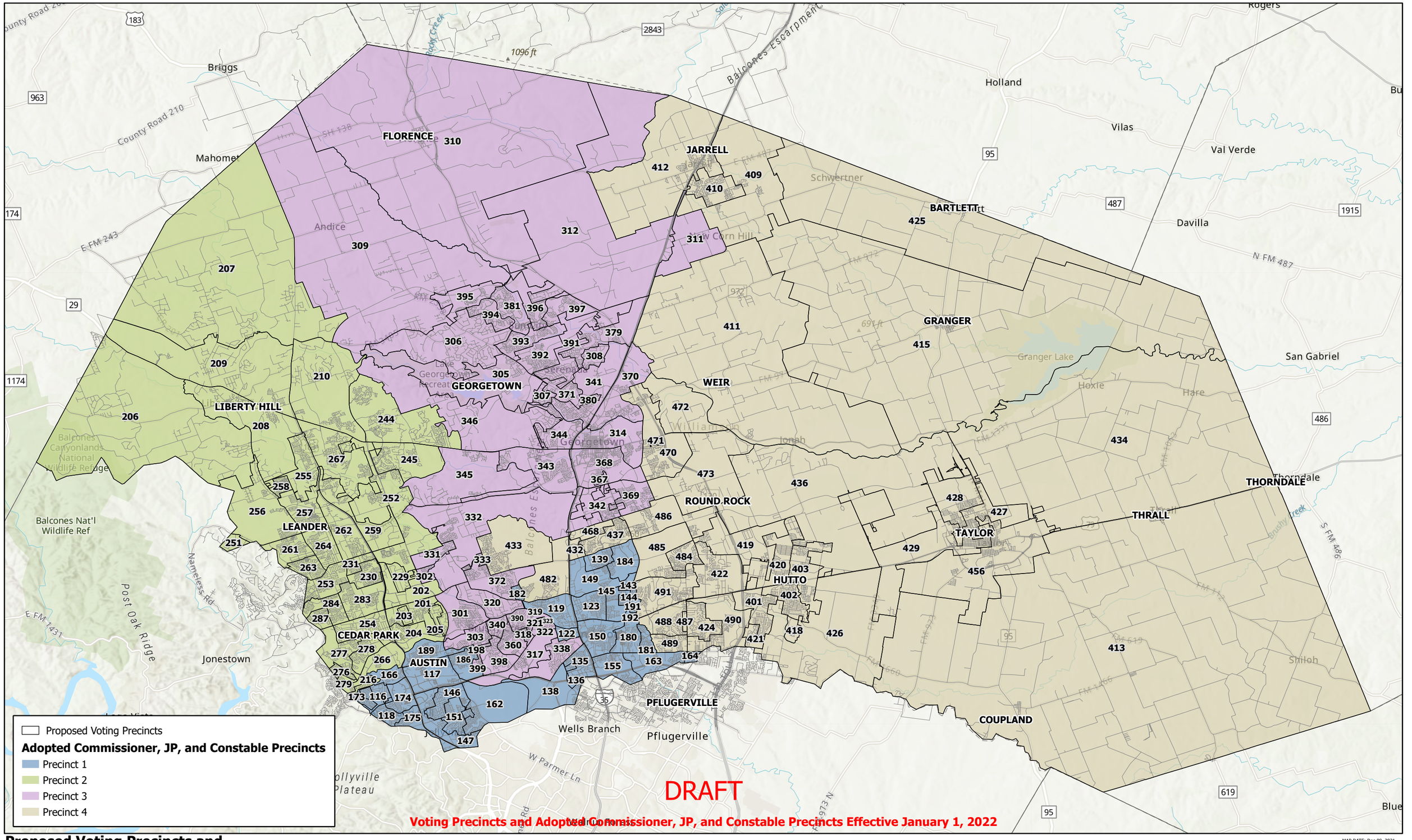
From/To	Acct No.	Description	Amount

Attachments

Proposed Voting Precincts

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 11:53 AM
Form Started By: Rachel Rull		Started On: 11/17/2021 02:11 PM
Final Approval Date: 12/09/2021		



Proposed Voting Precincts and Adopted Commissioner, JP, and Constable Precincts

Williamson County, Texas

DISCLAIMER - PLEASE READ:
This map is for general planning purposes only. The basemap conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

MAP DATE: Dec 08, 2021
MAP AUTHOR:
GIS Staff
MAP CONTACT:
GIS Staff
Williamson County
301 SE Inner Loop Suite 107
Georgetown, TX 78626

Commissioners Court - Regular Session **28.**

Meeting Date: 12/14/2021

Emergency Services Districts (ESDs) appointments after redistricting

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the nomination process for Emergency Services District (ESD) Board Members following redistricting.

Background

Williamson County Commissioners have generally nominated individuals to serve on Emergency Services District (ESD) Boards for ESDs that are located in his or her particular precinct by placing an agenda item on the Commissioners Court's agenda. Redistricting may have changed the county precinct that an ESD is located in and a different Commissioners Court member would then need to nominate a person to serve on such ESD's Board. Nominations should be placed on a December agenda in order appoint by January 1st per Texas Health & Safety Code Section 775.034(d), although there have been times that (re-)appointments have taken place after January 1. The members of the Commissioners Court may need to discuss the appointment process and determine how to proceed with the nomination processes for affected ESDs.

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	12/07/2021 04:56 PM
Form Started By: Garry Brown		Started On: 12/07/2021 04:39 PM
Final Approval Date: 12/07/2021		

Commissioners Court - Regular Session **29.**

Meeting Date: 12/14/2021

ESD 4 Appointment - Chuck Walker

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 reappointment of Chuck Walker to Place #4 of the ESD #4 Board of Directors for a two-year term beginning January 1, 2022, and ending December 31, 2023.

Background

This is a reappointment to the ESD #4 Board. Mr. Walker serves as the Assistant Treasurer.

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	12/09/2021 09:43 AM
Form Started By: Kathy Pierce		Started On: 12/08/2021 09:45 PM
Final Approval Date: 12/09/2021		

Commissioners Court - Regular Session **30.**

Meeting Date: 12/14/2021

ESD #4 Board Appointment Kim Sanders

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 appointment of Kim Sanders to Place #5 of the ESD #4 Board of Directors for a two-year term beginning January 1, 2022, and ending December 31, 2023.

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	12/09/2021 09:44 AM
Form Started By: Kathy Pierce		Started On: 12/08/2021 09:50 PM
Final Approval Date: 12/09/2021		

Commissioners Court - Regular Session **31.**

Meeting Date: 12/14/2021

ESD #11 Board Appointment Vaden Mohrmann

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 reappointment of Vaden Mohrmann to Place #1 of the ESD #11 Board of Directors for a two-year term beginning January 1, 2022, and ending December 31, 2023.

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	12/09/2021 09:45 AM
Form Started By: Kathy Pierce		Started On: 12/08/2021 09:54 PM
Final Approval Date: 12/09/2021		

Commissioners Court - Regular Session **32.**

Meeting Date: 12/14/2021

ESD #11 Board Appointment Nancy Hood

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 reappointment of Nancy Hood to Place #2 of the ESD #11 Board of Directors for a two-year term beginning January 1, 2022, and ending on December 31, 2023.

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	12/09/2021 09:45 AM
Form Started By: Kathy Pierce		Started On: 12/08/2021 09:58 PM
Final Approval Date: 12/09/2021		

Commissioners Court - Regular Session **33.**

Meeting Date: 12/14/2021

ESD #12 Board Appointment Martillotti

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 reappointment of Daniel Martilotti to Place #1 on the ESD #12 Board of Directors for a two-year term beginning January 1, 2022, and ending on December 31, 2023.

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	12/09/2021 09:46 AM
Form Started By: Kathy Pierce		Started On: 12/08/2021 10:04 PM
Final Approval Date: 12/09/2021		

Commissioners Court - Regular Session **34.**

Meeting Date: 12/14/2021

ESD #12 Board Appointment Edward Trent

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 reappointment of Edward Trent to Place #2 of the ESD #12 Board of Directors for a two-year term beginning January 1, 2022, and ending on December 31, 2023.

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	12/09/2021 09:47 AM
Form Started By: Kathy Pierce		Started On: 12/08/2021 10:07 PM
Final Approval Date: 12/09/2021		

Commissioners Court - Regular Session **35.**

Meeting Date: 12/14/2021

Amendment 1 to CAPCOG agreement for 911 GIS Database

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Amendment 1 to Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management.

Background

This is a correction to the original agreement passed on 11/16/2021 that modifies the term, payment amounts, and contact information. The changes are to reflect that there are only 3 quarters covered by this agreement instead of the 4 that were originally stated.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment 1

Interlocal

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/03/2021 08:29 AM
County Judge Exec Asst.	Becky Pruitt	12/03/2021 10:52 AM
Form Started By: Richard Semple		Started On: 12/02/2021 02:55 PM
Final Approval Date: 12/03/2021		

Amendment 1 to Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management

The Capital Area Council of Governments ("CAPCOG") entered into an Interlocal Agreement (ILA) with Williamson County (PUBLIC AGENCY) on November 17, 2021. This amendment is authorized under Section 13.3 of the original ILA, which authorizes amendments by mutual agreement. The purpose of this amendment is to correct the contract price and invoice amounts to match the amount approved by the Capital Area Emergency Communications District (CAECD) Board of Managers on October 13, 2021, for this contract. The amount in existing executed agreement was incorrect, in that it reflected the total amount budgeted for PUBLIC AGENCY for Fiscal Year 2022, rather than the nine-month period covered by this contract. Invoice dates for some periods also incorrectly listed 2021 dates rather than 2022 dates. Finally, the amendment also updates CAPCOG's project representative.

AMENDMENT

Section 5: Contract Price and Payment Terms is amended as follows:

5.1: For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed ~~$419,672.60~~ $314,754.45.

5.2: PUBLIC AGENCY agrees to invoice CAPCOG as follows for work performed during these quarters:

> January 1, 2022 – March 31, 2022: ~~$139,890.87~~ $104,918.15, invoice due by close of business, ~~Wednesday~~ Thursday, April 7, 2022;
>
> April 1, 2022 – June 30, 2022: ~~$139,890.87~~ $104,918.15, invoice due by close of business, ~~Thursday~~ Friday, July 8, ~~2021~~ 2022; and
>
> July 1, 2022 – September 30, 2022: ~~$139,890.86~~ $104,918.15, invoice due by close of business, ~~Thursday~~ Friday, October 7, ~~2021~~ 2022.

Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted more than 90 days after the end of each quarter.

Section 12.5 is amended as follows:

12.5: ~~Susan Cooper, CAPCOG GIS Program Manager,~~ Nik Pullias, CAPCOG GIS Operations Coordinator is CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG's Project Representative or his designee. CAPCOG's Project Representative may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-~~6034~~ 6171, and ~~her~~ his e-mail is ~~scooper@capcog.org~~ nik.pullias@capcog.org.

WILLIAMSON COUNTY	CAPITAL AREA COUNCIL OF GOVERNMENTS
By: _____	By: _____
Name: _____	Betty Voights
Title _____	Executive Director
Date: _____	Date: _____

Date of Governing Body Approval:

_____

Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management

1. Parties and Purpose

   1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District")a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.

   1.2. Williamson County ("PUBLIC AGENCY") is a Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Section 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.

   1.3. This Interlocal Agreement (ILA) is entered into between CAPCOG and PUBLIC AGENCY under Chapter 791 of the Texas Government Code in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.

   1.4. For the purpose of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

2. Goods and Services

   2.1. PUBLIC AGENCY agrees to carry out the scope of work in Attachment A in accordance with the data requirements in Attachment B.

3. Cooperative Purchasing

   3.1. CAPCOG may periodically identify opportunities to cooperatively purchase goods or services for the 9-1-1 GIS data for participating organizations.

   3.2. If PUBLIC AGENCY chooses to participate in a cooperative purchase of 9-1-1 GIS goods or services organized by CAPCOG, PUBLIC AGENCY agrees that CAPCOG may deduct the cost of PUBLIC AGENCY's share of those goods or services from the contract price otherwise payable to the PUBLIC AGENCY.

4. Effective Date and Term of Contract

4.1. This contract takes effect January 1, 2022, and terminates on September 30, 2022, unless terminated earlier under Section 10.

5. Contract Price and Payment Terms

5.1. For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed $419,672.60.

5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for work performed during these quarters:

January 1, 2022 – March 31, 2022: $139,890.87, invoice due by close of business, Wednesday, April 7, 2022;

April 1, 2022 – June 30, 2022: $139,890.87, invoice due by close of business, Thursday, July 8, 2021; and

July 1, 2022 – September 30, 2022: $139,890.86, invoice due by close of business, Thursday, October 7, 2021.

Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted more than 90 days after the end of each quarter.

5.3. PUBLIC AGENCY agrees to submit a performance report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not meet performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.

5.4. CAPCOG agrees to pay invoices within 30 days after receiving a correct invoice, after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter.

5.5. CAPCOG reserves the right to reject in whole or part a quarterly invoice in part or in whole if PUBLIC AGENCY has not adequately fulfilled its obligations under this ILA.

6. Compliance with Applicable Law and Policy

6.1. PUBLIC AGENCY agrees to comply with all applicable law and policy in carrying out this ILA.

7. Independent Contractor, Assignment, and Subcontracting

7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but furnishes goods and services under this ILA solely as an independent contractor.

7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAPCOG. An attempted assignment or subcontract in violation of this section is void.

7.3. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.

7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.

8. Records and Monitoring

8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.

8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.

8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.

8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.

8.5. CAPCOG reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAPCOG exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

8.6. CAPCOG agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAPCOG's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.

9. Nondiscrimination and Equal Opportunity

9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

9.2. If PUBLIC AGENCY procures goods or services with funds made available under this ILA, PUBLIC AGENCY agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

10. Early Termination of Contract

10.1. If CAPCOG or PUBLIC AGENCY breaches a material provision of this ILA, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of section 11.

10.2. If this ILA is terminated under this section, CAPCOG and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor PUBLIC AGENCY is liable to the other for costs it paid or incurred under this contract made after or in anticipate of its receipt of notice of suspension or termination. The fraction of the maximum amount owed for each period described in sections 5.1 and 5.2 will be calculated based on the quarterly amount and fraction of CAPCOG business days during that quarter when the PUBLIC AGENCY carried out work pursuant to this ILA.

10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAPCOG and PUBLIC AGENCY among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.4. The termination of this contract does not affect PUBLIC AGENCY's duty to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under section 8.

11. Dispute Resolution

11.1. The parties desire to resolve disputes arising under this ILA without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.

11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this ILA. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.

11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single

mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by party of: (1) any rights, privileges, defenses, remedies, or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.

11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

12. Notice to Parties and Project Representatives

12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.

12.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director

12.3. PUBLIC AGENCY's address is: 301 SE Inner Loop, Suite 107, Georgetown TX 78526.

12.4. A party may change its address by providing notice of the change in accordance with Section 12.1

12.5. Susan Cooper, CAPCOG GIS Program Manager, is CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG's Project Representative or his designee. CAPCOG's Project Representative may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6034, and her e-mail is scooper@capcog.org.

12.6. George Strebel is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications including all payment requests must be addressed to the PUBLIC AGENCY's Project Representative or his designee. The PUBLIC AGENCY's Project Representative may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's Project Representative's phone number is (512) 943-1474, and his e-mail is gstrebel@wilco.org.

13. Miscellaneous

13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she: A) has actual authority to execute this contract on behalf of the governing body identified in this agreement; and verifies the governing body, by either minute order, resolution, or ordinance approved this agreement as required by Texas Government Code Section 791, as amended

13.2. This ILA shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereafter shall be solely in Travis County.

13.3. This ILA states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this ILA which are required by changes in Federal or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

13.4. The following Attachments are part of this ILA: A) Scope of Work; and B) Data Requirements.

13.5. This contract is executed in duplicate originals.

Williamson County	CAPITAL AREA COUNCIL OF GOVERNMENTS
By: Bill Gravell Jr. Bill Gravell (Nov 16, 2021 15:13 CST)	By:
Name: Bill Gravell	Betty Voights
Title County Judge	Executive Director
Date: Nov 16, 2021	Date: 11-17-21

Date of County Governing Body Approval:

Nov 16, 2021

Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between PUBLIC AGENCY and CAPCOG to help ensure that efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District (CAECD). In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP);
2. The correct emergency service provider must be dispatched to the appropriate location; and
3. The emergency responders must be able to know the most efficient route to reach that location.

Definitions

Core 9-1-1 GIS data terminology:

1. **9-1-1 GIS Database**: The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points (SSAPs), road centerlines (RCLs), PSAP boundaries, Emergency Service Boundaries (ESBs), Emergency Service Zone (ESZ) boundaries, and city limit (municipal) boundaries for the PUBLIC AGENCY's provisioning boundary
2. **Data Layer**: Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
3. **Address Points (SSAPs)**: A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.
4. **Road (Street) Centerlines (RCLs)**: A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range
5. **City Limit (Municipal) Boundary**: A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.
6. **Automatic Location Information (ALI) Database**: A tabular database of landline telephone numbers with associated location information used to route 9-1-1 calls to a PSAP.
7. **Legacy Master Street Address Guide (MSAG) Database:** A tabular database of street names and house number ranges within their associated communities defining ESZs and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.

Specialized NG9-1-1 GIS terminology:

1. **Provisioning Boundary**: The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

The provisioning boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a provisioning boundary include (but are not limited to): municipal annexations, disannexations, consolidation of two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

2. **PSAP boundary**: The authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
3. **Emergency Service Boundary (ESB)**: A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an Emergency Medical Services (EMS) ESB layer.
4. **Emergency Service Zone (ESZ)**: A polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
5. **Database Schema**: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations.
6. **Geo-MSAG**: A geospatially-based database that replaces the MSAG and is created and managed using a road centerline GIS dataset. A city or county must first transition from a traditional tabular MSAG to a Geo-MSAG before it can transition to NG9-1-1. In order to qualify to initiate the transition to a Geo-MSAG, a county must achieve at least 98% match between ALI to RCL records as described later in this document.
7. **Globally Unique IDs (GUIDs)**: A unique identifier that is assigned to each record (feature) in an PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

Quality Control terminology:

1. **Enterprise Geospatial Data Management System (EGDMS)**: A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that affect call and dispatch routing that will be used by the PUBLIC AGENCY to provision (determines acceptable) data to CAPCOG's NG9-1-1 system for call routing. EGDMS does not assess "significant" errors that affect dispatch.
2. **DataHub**: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in a PUBLIC AGENCY's 9-1-1 GIS database. DataHub is the system that will provide data to a call taker's map display in the near future.
3. **New Error**: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time.
4. **Legacy Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update.

5. **Accuracy Rate**: The percentage of features that have been assessed by EGDMS, DataHub, or both, as being free of errors or matching a related database.
6. **Error Rate**: The percentage of features that have been assessed as having a critical error, significant error, or as not matching a related database.
7. **Critical Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or DataHub that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
8. **Significant Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems.
9. **Other Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error.

Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

Task 1.A: PUBLIC AGENCY shall submit to CAPCOG, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. City limit boundaries
4. Law ESB*
5. Fire ESB*
6. Emergency Medical Service ESB*
7. ESZs*
8. Other pertinent information

*Shall be submitted if changes are requested for CAPCOG approval, otherwise these data are not required to be submitted as part of monthly dataset (see Task 1D).

Data submitted by PUBLIC AGENCY must adhere to requirements laid out in Attachment B.

Task 1B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. When such changes occur, PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

Task 1C: PUBLIC AGENCY shall be responsible for conveying any relevant information from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its provisioning boundary.

Task 1D: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs/ESZs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting. Such information includes, but is not limited to, annexation notices, disannexation notices, and interlocal agreements related to emergency services and coverage areas. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the PUBLIC AGENCY in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted by PUBLIC AGENCY are found to have errors. Regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. PUBLIC AGENCY is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Task 1.E: PUBLIC AGENCY shall send at least one representative to each scheduled 9-1-1 GIS User Group meetings (GMUG) and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 2: GIS Work for PSAP Map Updates

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database for use in monthly updates to PSAP mapping applications. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. CAPCOG's expectation is that this work would be performed by a person, either on staff or subcontracted by the PUBLIC AGENCY, with responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.[1] . PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license as specified in Attachment B in order to carry out this work. Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database at least once a month. This will be provided in ESRI File geodatabase format (.gdb) pursuant to Attachment B and any other CAPCOG guidance on the 1st business day of each month or up to five business days prior to the 1st business day of the month. PUBLIC AGENCY shall first submit road centerline, street address point, city limit boundary data and their respective ALI extract for that month to DataHub in order to identify and address any mismatches between the ALI database and PUBLIC AGENCY's RCL and address point data, "critical" errors, and

[1] Available online at: http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/

"significant" errors. This quality control system requires the 9-1-1 GIS database to match the standardized database schema (data model) for this system through field-matching (field-mapping) procedures and other standards.

Task 2.B: PUBLIC AGENCY shall address any errors identified by DataHub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

Task 2.C: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers.

Task 2.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 2.E: In addition, PUBLIC AGENCY shall maintain the ALI database within the PUBLIC AGENCY's provisioning boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map.

Task 3: Updates for Call-Routing

In a NG9-1-1 environment, the GIS database is used not only for PSAP mapping applications, but also to route both cell and landline phone calls to the proper PSAP. Whereas for the monthly PSAP map update, CAPCOG aggregates data submitted from PUBLIC AGENCY with all of the other local governments under contract with CAPCOG and the pushes these data out to the PSAPs, for call routing updates, PUBLIC AGENCY will submit data directly to EGDMS.

Task 3.A: PUBLIC AGENCY shall submit the most recent 9-1-1 road centerline and street address GIS data from Task 2 to EGDMS at least once a month on the first business day of the month or up to five business days prior to that date. While PUBLIC AGENCY may submit updates to EGDMS more frequently than once a month, it will be expected to make at least one submission within this window each month and CAPCOG will only be assessing performance based on PUBLIC AGENCY's submission during this window. RCL updates submitted by PUBLIC AGENCY to EGDMS will automatically update PUBLIC AGENCY's GeoMSAG.

Task 3.B: To the extent EGDMS identifies any critical errors in the 9-1-1 databases submitted by PUBLIC AGENCY, PUBLIC AGENCY must work on correcting any such errors prior to the next monthly submission. Failure to make progress in correcting critical errors identified in the prior month's submission will be noted in CAPCOG's comprehensive performance reports and should be noted and explained in quarterly reports submitted by PUBLIC AGENCY when submitting an invoice to CAPCOG.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's provisioning boundary, PUBLIC AGENCY shall provide a summary of actions taken

each month relevant to the 9-1-1 GIS database, including any new records added since the last update and errors corrected.

- The date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database each month of the quarter.
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG.
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues during the quarter and corrective action that will be taken to address and prevent such issues in the future, including:
    - Late or incomplete data submissions;
    - Failure to meet performance expectations for ALI to RCL match accuracy rates, critical error accuracy rates, or significant error rates; and
    - Any other issue identified by CAPCOG in a performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

Timeline

The following timeline should be used by PUBLIC AGENCY in planning its submission of data to DataHub and CAPCOG for PSAP map updates (Task 2) and to EGDMS for and call-routing updates (Task 3):

- January 2022:
    - Submission window: December 22, 2021 – January 3, 2022
    - Error correction window for PSAP map updates: January 4, 2022 – January 7, 2022
    - CAPCOG pushes out PSAP map update: January 11, 2022
- February 2022:
    - Submission window: January 25, 2022 – February 1, 2022
    - Error correction window for PSAP map updates: February 2, 2022 – February 7, 2022
    - CAPCOG pushes out PSAP map update: February 9, 2022
- March 2022:
    - Submission window: February 22, 2022 – March 1, 2022
    - Error correction window for PSAP map updates: March 2, 2022 – March 7, 2022
    - CAPCOG pushes out PSAP map update: March 9, 2022
- April 2022:
    - Submission window: March 25, 2022 – April 1, 2022
    - Error correction window for PSAP map updates: April 2, 2022 – April 7, 2022
    - CAPCOG pushes out PSAP map update: April 11, 2022
- May 2022:
    - Submission window: April 25, 2022 – May 2, 2022

    - Error correction window for PSAP map updates: May 3, 2022 – May 6, 2022
    - CAPCOG pushes out PSAP map update: May 10, 2022
- June 2022:
    - Submission window: May 24, 2022 – June 1, 2022
    - Error correction window for PSAP map updates: June 2, 2022 – June 7, 2022
    - CAPCOG pushes out PSAP map update: June 9, 2022
- July 2022:
    - Submission window: June 24, 2022 – July 1, 2022
    - Error correction window for PSAP map updates: July 2, 2022 – July 8, 2022
    - CAPCOG pushes out PSAP map update: July 12, 2022
- August 2022:
    - Submission window: July 25, 2022 – August 1, 2022
    - Error correction window for PSAP map updates: August 2, 2022 – August 5, 2022
    - CAPCOG pushes out PSAP map update: August 9, 2022
- September 2022:
    - Submission window: August 25, 2022 – September 1, 2022
    - Error correction window for PSAP map updates: September 2, 2022 – September 8, 2022
    - CAPCOG pushes out PSAP map update: September 12, 2022

CAPCOG Guidance and Direction

In addition to the Performance Reports identified in Task 2.B, CAPCOG may issue technical guidance or direction to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

Attachment B: CAPCOG Next Generation 9-1-1 GIS Data Requirements Version 1 (October 2021)

1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI) and use in a Next Generation 9-1-1 system which relies on GIS for call and dispatch routing through the Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management and is commonly called "Attachment B Requirements".

The GIS Data requirements in this document are a condensed version of, and based upon, data standards created by NENA (National Emergency Number Association) as they are developed and evolve over time. These data model standards should be more thoroughly reviewed in the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources and training, as well, that CAPCOG has created and can provide.

As per "Task 1.A and Task 2.A" in "Attachment A: Scope of Work", please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format to the GeoComm GIS Data Hub, Intrado EGDMS, and CAPCOG FTP location by close of business the 1st business day of each month. This ensures that data is available for the PSAPs by close of the 7th business day of that month. Submissions may be sent up to five business days before the 1st business day of the next month, but ideally would be sent on the 1st business day as CAPCOG wants to capture as many edits as possible that happen over the course of a given month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction, and must be returned by close of business on the 5th business day, however, this does not guarantee that the submission will be included in the dataset provided to the PSAPs. If there is a situation in which a submission is not possible by the end of the 1st business day of the month, CAPCOG must be made aware and will work with PUBLIC AGENCY to obtain that month's data.

CAPCOG will update, create, and otherwise manage the PSAP and Provisioning Boundaries for each local jurisdiction and provide these data layers to jurisdiction for Task 2: GIS Work. CAPCOG will also provision these datasets to both quality-control systems for their use in call and dispatch routing as well as map display and reference. As described in Task 1B, PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to county in a timely manner. When such changes occur, local jurisdiction shall provide CAPCOG with adequate

advance notice of any substantive changes that could or should affect PSAP boundaries, ESB/ESZ boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

PUBLIC AGENCY responsible for the creation and maintenance of the ESZ and ESB data within its provisioning boundary. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the local jurisdiction in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted are found to have errors.. Regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. The local jurisdiction is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the “Database Format” sections for each dataset. The data fields shown as Mandatory and Conditional must be present in the data. In the tables below, the column M/C/O is to indicate whether the attribute values is Mandatory (M), Conditional (C), or Optional (O).

- **Mandatory (M)** signifies an attribute value must exist
- **Conditional (C)** signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- **Optional (O)** signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the **TYPE** column indicates the data type used for the data field.

- **TEXT** – string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9
- **DATE** – Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM- DD HH:MM:SS
- **DOUBLE** – double precision floating point numeric values with decimals
- **LONG** – whole numeric values ranging from -2,147,483,648 to +2,147,483,647 without decimals in the GIS data tables below, the **WIDTH** column indicates the number of allowable characters within each field.

2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

The performance standard for the Road Centerlines feature class is 98% accuracy. This means that 98% of the database records should be free of critical and significant errors.

2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation "DRVW" entered in the 'street name (ST_NAME)' field and have any other relevant attribute information completed, including the 'CLASS' field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes.

2.2 Database Format

The following table details the data format requirements for the RCL database.

Table 2-1. RCL Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	O	LONG	DEFAULT	Unique segment ID *CAPCOG will populate prior to uploading to PSAP.* *May also serve as a placeholder field to populate SITEUNGID field*
RCL_UNIQID	M	TEXT	100	Globally Unique ID for each road segment. Ex. 894RCL@co.blanco.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with "UNINCORPORATED"
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with "UNINCORPORATED"
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. "WARD 5 FRIENDSHIP DISTRICT"

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. “WARD 5 FRIENDSHIP DISTRICT”
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
L_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Left
R_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Right
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node
RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by ESN on Left. If theESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by ESN on Right. Must bePreceded by zeros if less than 5 digits, i.e. “00088” for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e.Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	Legal street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields: PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	O	TEXT	2	B, FT, TF for Both, FROM node to TO node, TO node to FROM node
SP_LIMIT	O	LONG	DEFAULT	Posted speed limit in MPH
CLASS	M	TEXT	4	Street type designation code (See Road Class Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

2.3 Road Class Codes ('Street Type') Designation

The following list of codes are used in the "Class" field in the RCL Database:

- IH – Interstate
- US – US highways SH – State highways
- FM – Farm to Market, Ranch Road, Ranch to Market
- LS – City Street, County Road, Park Road, Recreational, Frontage RoadAC – Access Road, Crossover
- PVT- Private RoadTR – Toll Road
- RAMP- On-ramp, Off-ramp
- DW – Driveways

2.4 Road Class I Types

The following list of codes are used in the "RDCLS_TYP" field in the RCL Database:

- Primary Secondary
- Local (City, Neighborhood, or Rural Road)Ramp
- Service (usually along a limited access highway)Vehicular Trail (4WD, snowmobiles)
- Walkway (Pedestrian Trail, Boardwalk)Alley
- Private (service vehicles, logging, oil fields, ranches, etc.)Parking Lot
- Trail (Ski, Bike, Walking / Hiking Trail)

3 Site / Structure Address Points (SSAP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery,

georeferencedsurvey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or otherauthoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their truelocation or intended designation.

The performance standard for the Site Structure Address Point feature class is 98% accuracy. This means that 98% of the database records should be free of critical and significant errors.

3.2 Database Format

The following table details the data format requirements for the SSAP database.

Table 3-1. SSAP Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	O	LONG	DEFAULT	Unique site ID *CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate SITEUNGID field*
SITEUNQID	M	TEXT	100	Globally unique ID for each address site or structure. Ex. 2545AP@co.lee.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_PRE	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SUF	C	TEXT	15	Part of an address following the address number i.e. ½, B
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e.Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	**Legal** street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to related street segment
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community namePreceded by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
BLDG	O	TEXT	75	One among a group of buildings that have the same address
FLOOR	O	TEXT	75	A floor, story or level within a building
UNIT	O	TEXT	75	A suite or group of rooms within a building that share the same entrance
ROOM	O	TEXT	75	A single room within a building
SEAT	O	TEXT	75	A place where a person sits within a building i.e. cubicle
LANDMARK	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
MILEPOST	C	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	C	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school
POINT_X	O	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

4 Emergency Service Zones (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

The performance standard for the Site Emergency Service Zones feature class is 100% accuracy. This means all database records should be free of critical errors.

4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly.

Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. Topology and other geometric relationships between feature classes are especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipartpolygon.**

4.2 Database Format

The following table details the data format requirements for the ESZ database.

Table 4-1. ESZ Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - *CAPCOG will populate*
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service (Example: “urn:service:sos” for a PSAP or “urn:service:sos.ambulance” for an ambulance service)
ESN	M	TEXT	5	ESN of the responding agency preceded by ‘0’ if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code *CAPCOG will populate*
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forwardslash “/” CAPCOG will concatenate
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

5 Emergency Service Boundaries (ESB)

This polygon data consists of Emergency Service Boundary layers that define the geographic area for the primary providers of response services in the CAPCOG region.

5.1 The performance standard for the Site Emergency Service Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors.Graphic (Spatial) Edits

Each of these layers is used by the ECRF to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for that geographic area. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated boundaries. These Emergency Service Boundaries should adhere to the specifications of CAPCOG’s QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. The ESBs can be created by dissolving the Emergency Service Zones polygon data. These items and other geometric relationships are referred

to as "topology", and especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon**

There MUST be a separate Emergency Service Boundary layer for each type of service. The set of Emergency Service Boundaries MUST include, at a minimum, the following:

- Law Enforcement;
- Fire; and
- Emergency Medical Services (EMS).

Other Emergency Service Boundaries MAY include, but are not limited to:

- Poison Control;
- Forest Service; and
- Animal Control.

5.2 Database Format

The following table details the data format requirements for the ESB database.

Table 5-1. ESB Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
DISCRPAGID	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
DATEUPDATE	M	DATE	26	Date of last update using ISO 8601 format
EXPIRE	O	TEXT	26	Unique tandem routing code *CAPCOG will populate*
EFFECTIVE	O	TEXT	26	The date and time when the information in the record is no longer considered valid.
ES_NGUID	M	TEXT	254	Globally unique ID for each emergency service boundary polygon – *Ex. 210EMS@blanco.co.tx.us*
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
AGENCYID	M	TEXT	100	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. austintexas.gov
SERVICEURI	M	TEXT	254	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
SERVICEURN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
SERVICENUM	M	TEXT	15	The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. *Ex: 911*
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information
DISPLAYNAME	M	TEXT	60	Name of the service provider that offers services within the area of an Emergency Service Boundary

6 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

The performance standard for the Municipal Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors.

6.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries. These boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet.

6.2 Database Format

The following table details the data format requirements for the Municipal Boundary database.

Table 6-1. Municipal Boundary Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601format
POLY_ID	O	LONG	DEFAULT	Numeric Polygon ID *CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate MUNIUNQID field*
MUNIUNQID	M	TEXT	100	Globally Unique ID for each municipality - . *Ex. 9847INCM@austintexas.gov*
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. "AUSTIN"

7 Automatic Location Identification (ALI)

The ALI database consists of landline telephone numbers that have associated location information attributed to them. In order to have these call types route to the proper PSAP and plot to the correct location on a call taker's map display, the attributes of the data must be correct and must match the road centerline (RCL) and address point feature classes (SSAP).

The performance standard for the ALI database is a 98% match rate between the ALI database and both the RCL and SSAP datasets. This means that 98% of a local jurisdiction's ALI database should match to both a road centerline feature and address point feature.

7.1 Edits

Match errors between these datasets that are returned by the quality control systems should be reviewed and corrected accordingly. This could mean either by making corrections to the GIS data or by providing suggested changes to the ALI database. The ALI data are not owned by CAPCOG or PUBLIC

AGENCY, but instead by telephone service providers. Suggested edits to the ALI databases should be made by providing Change Requests (CR) via the Intrado 911Net or GIS Director applications

7.2 Database Format

The following fields in the ALI database are used by the Data Hub and EGDMS quality control systems to match the address point and road centerline feature classes to ensure a call routes and plots correctly.

Table 7-1. ALI Database Format

FIELD NAME	CORRESPONDING RCL OR AP FIELD
HOUSE_NUMBER	LT_ADDR, LF_ADDR, RT_ADDR, RF_ADDR, ADDR_NUM
HOUSE_NUMBER_SUFFIX	ADDRNUM_SUF
PREFIX_DIRECTIONAL	PRE_DIR
STREET_NAME	ST_NAME
COMMUNITY	L_MSAG_COM, R_MSAG_COM, MSAG_COM
ESN	ESN
STATE	STATE

Commissioners Court - Regular Session **36.**

Meeting Date: 12/14/2021

CARES MOU

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a Memorandum of Understanding between Williamson County and The University of Texas Health Science Center at Houston for Williamson County EMS participation in the Cardiac Arrest Registry to Enhance Survival program.

Background

Approval allows Williamson County EMS to continue to participate in Cardiac Arrest Registry to Enhance Survival (CARES) program. Participation allows WCEMS to have information that will help improve performance based on outcomes. Document has been reviewed and approved by WilCo legal and audit. FY22 funding was approved in EMS budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MOU

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/07/2021 09:11 AM
County Judge Exec Asst.	Becky Pruitt	12/07/2021 01:14 PM
Form Started By: Michael Knipstein		Started On: 12/07/2021 07:49 AM
Final Approval Date: 12/07/2021		

MEMORANDUM OF UNDERSTANDING
BETWEEN
WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES
AND
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

This Memorandum of Understanding ("MOU") is entered into this 3rd day of December 2021 ("Effective Date"), between the Williamson County Emergency Medical Services ("WC EMS") and The University of Texas Health Science Center at Houston, on behalf of its Department of Emergency Medicine ("UTHealth")

Recitals

WHEREAS, Emory University ("Emory"), through its Woodruff Health Sciences Center, has entered into a Memorandum of Understanding with the Centers for Disease Control and Prevention ("CDC") to conduct the Cardiac Arrest Registry to Enhance Survival ("CARES") Program ("Program"), which is authorized by sections 301(a) and 317(k)(2) of the Public Health Service Act; and

WHEREAS, UTHealth has entered into an agreement with Emory to serve as the state coordinator for CARES in the State of Texas; and

WHEREAS, UTHealth, as state coordinator, identifies potential data contributors in the State of Texas and helps coordinate such entity's participation in CARES; and

WHEREAS, WC EMS is an Emergency Medical Service provider currently participating in CARES in the State of Texas; and

WHEREAS, WC EMS believes CARES is beneficial and desires to provide funding to UTHealth in support of UTHealth's responsibilities as state coordinator for CARES.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties do hereby agree that the following terms, conditions and limitations shall govern this MOU.

1. Obligations of the Parties

A. WC EMS will provide UTHealth funding support for each year of this MOU. The agreed upon funding support for the first year of this MOU is the amount of $2,500. The amount of funding support for each subsequent year shall be mutually agreed upon prior to the start of the next year. 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 date the Williamson County Auditor receives an invoice for the goods or services.

B. UTHealth, in exchange for the support provided in 1.A., agrees to provide WC EMS with:

i. free consultation for quality improvement programming in Telecommunicator CPR and EMS High Performance CPR through "CPR LifeLinks" (https://www.ems.gov/projects/cpr-lifelinks.html);

ii. ongoing data auditing services including data verification, outreach to hospitals to

attain patient outcomes, and record de-identification; and

iii. account services including data access support and user credential support.

2. Independent Contractor

For the purposes of this MOU and all activities contemplated hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

3. Use of Name

Except as provided for herein, neither party shall use the name of the other party in connection with the marketing or advertising of any goods or services without express written consent of the other party.

4. Assignment

Neither this MOU or any rights or obligations of either party may be assigned without the prior written consent of the other party.

5. Term

The term of this MOU shall begin on the Effective Date and shall continue until this MOU is terminated as provided for herein. This MOU may be terminated as follows:

a. by the written agreement of both parties.
b. by either party giving the other party thirty (30) days written notice.

6. Entire Agreement

This MOU constitutes the entire and only agreement between the parties relating to the subject matter contained herein, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

7. Notices

Any notice required by this MOU shall be given by prepaid, first class, certified mail, return receipt requested, addressed as follows:

University: The University of Texas Health Science Center at Houston
Department of Emergency Medicine
6431 Fannin Street, JJL 270-D
Houston, Texas 77030

WC EMS: Williamson County EMS
PO Box 873
Georgetown, TX 78627

8. HIPAA

Both Parties agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("***HIPAA***"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "***Federal Privacy Regulations***") and the federal security standards as contained in 45 CFR Part 142 (the "***Federal Security Regulations***").

9. Governing Law

This MOU shall be governed by, construed and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

Williamson County Emergency Medical Services	The University of Texas Health Science Center at Houston
By:_____	By:_____
Name:_____	T. Kevin Dillon Senior Executive Vice President, Chief Operating Officer
Title:_____	
Date:_____	Date: 12/06/2021

APPROVED AS TO LEGAL FORM
on behalf of UTHealth
dsl 12/3/2021
By_____

Commissioners Court - Regular Session **37.**

Meeting Date: 12/14/2021

Annual Subscription Agreement for Police One Online Training to Lexipol, LLC for the Sheriff's Office

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 Lexipol, LLC and Williamson County for annual online subscription services in the amount of $21,000.00 and exempting this purchase from the competitive bidding requirement per Texas Local Government Code Discretionary Exemptions §262.024 (a)(7)(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies, and authorizing the execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. The Sheriff's Office first starting using the Police One training platform after it was approved by Commissioner's Court on 03/09/2021. The subscription agreement attached outlines the subscription services for 500 users to include both law enforcement and the jail for a period of twelve (12) months. Lexipol's subscription for an online training platform that addresses training requirements and training processes. IT has reviewed and approved this purchased. Legal and contract audit have reviewed the agreement. This expenditure will be split evenly among lines 01.0100.2009.004232 and 01.0100.0570.004232. Department contact is James Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/09/2021 05:44 AM
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:30 AM
Form Started By: Erica Smith		Started On: 12/08/2021 08:19 AM
Final Approval Date: 12/09/2021		

LEXIPOL

AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name:	Williamson County Sheriff's Office (TX)
Agency's Address:	8160 Chandler Road Hutto, Texas 78634
Attention:	Administrator Jennifer Soto
Lexipol's Address:	2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Prepared By:	Blaine Smith
Program Start Date:	_____ (to be completed by Lexipol upon receipt of signed Agreement)

This Subscription Agreement (the “Agreement”) is entered into by and between Lexipol, LLC, a Delaware limited liability company (**"Lexipol"**), and the Agency identified above.

This Agreement consists of: (a) this **Cover Sheet**; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees); (c) **Exhibit B** (Terms and Conditions Specific to this Agreement); (d) Lexipol’s General Terms and Conditions, available at: https://www.lexipol.com/terms-and-conditions/; and (e) **Exhibit C** (County Terms and Conditions.

In the event of any inconsistency or conflict between Lexipol’s Terms and Conditions and those contained in **Exhibit C**, the terms and conditions contained in **Exhibit C** shall control.

Each person signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Williamson County Sheriff's Office (TX)		Lexipol, LLC	
Signature:	_____	Signature:	
Print Name:	_____	Print Name:	Van Holland
Title:	_____	Title:	Chief Financial Officer
Date Signed:	_____	Date Signed:	12-2-2021

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Exhibit A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	TX Reporting w/ Intermediate	USD 600.00	100%	USD 600.00	USD 0.00
500	PoliceOne Academy Annual Rate Per User (12 Months)	USD 47.00	10.64%	USD 2,500.00	USD 21,000.00
	Subscription Line Items Total			**USD 3,100.00**	**USD 21,000.00**
				USD 3,100.00	**USD 21,000.00**
				Discount:	USD 3,100.00
				TOTAL:	USD 21,000.00

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

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Exhibit B

Terms and Conditions Specific to this Agreement

The following terms and conditions apply to all Subscription Services purchased by Agency. Capitalized terms used but not defined herein shall have the meaning set forth in Lexipol's General Terms and Conditions, available at: https://www.lexipol.com/terms-and-conditions/. In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained herein, the Terms and Conditions contained in this Exhibit B shall control.

1. **Term**. This Agreement becomes effective and enforceable upon signature by Agency's authorized representative, with a Program Start Date as specified on the cover sheet of this Agreement. This Agreement shall remain in effect for a minimum one (1) year period commencing on the Program Start Date unless a different time period is specified on Exhibit A (the "Initial Term"): provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, this Agreement remains subject to termination as provided in Lexipol's General Terms and Conditions, available at: https://www.lexipol.com/terms-and-conditions/.

2. **Subscription Fee/Invoicing**. Lexipol will invoice Agency for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. Agency will pay the invoiced amount to Lexipol within thirty (30) days from receipt of invoice. All invoices will be sent to Agency at the address for Agency specified on the first page of this Agreement to which these Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the invoice. Lexipol reserves the right to increase pricing for each Renewal Term.

3. **Product-Specific Terms; Ownership; Right to Use**. This Section pertains to specific products and services offered by Lexipol and its affiliates. If Agency has selected a particular product or service referenced below, the applicable Section(s) and associated supplemental terms will apply. If Agency has not selected a particular product or service referenced below, the subsection referencing such product or service shall not apply.

   3.1 Policy Subscriptions and Materials. This Section applies when Agency has subscribed to or otherwise receives access to Lexipol's Policy Subscription Materials, as defined below.

   i **Generally**. Agency acknowledges and agrees that all policy-based Subscription Services, including but not limited to all policy manuals, supplemental policy publications, daily training bulletins, and all other materials provided by Lexipol to Agency from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms, conditions and limitations in this Agreement, Lexipol hereby grants Agency the right to prepare derivative works of the Subscription Materials (each, a "Derivative Work," as defined in Section 1 of the General Terms and Conditions); provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove any copyright notice or other proprietary notice of Lexipol appearing on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.

   ii **Right to Use; Limitations on Use**. Subject to the terms, conditions, and limitations in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use the Subscription Materials and any Derivative Works in each case, solely for the Agency's internal purposes. Agency shall not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any information storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Lexipol's prior written consent. The foregoing does not prohibit Agency from providing Subscription Materials or Derivative Works pursuant to an order from a court or other

governmental agency or other legal process, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit Agency from displaying the adopted/approved final policy document on a publicly accessible website for official agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 3.1(i) above.

iii **Policy Adoption.** Agency hereby acknowledges and agrees that all policies and Daily Training Bulletins (DTBs) included in the Subscription Materials provided by Lexipol have been individually reviewed, customized, and adopted by Agency for use by Agency in accordance with this Agreement. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

3.2 Learning Management System. This Section applies when Agency subscribes to Lexipol's Learning Management System ("LMS"). The LMS is a proprietary product of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data, defined as data owned by Agency prior to the Program Start Date of this Agreement or data not otherwise subject to the definition of "Derivative Work" in Lexipol's General Terms and Conditions, is Agency's property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. Agency's purchase of LMS Subscription Services is also subject to the LMS Master Service Agreement located at: https://www.lexipol.com/lms-master-service-agreement.

3.3 Grant Services. This Section applies when Agency subscribes to Lexipol's Grant Writing, Consulting, and/or GrantFinder services, offered by Praetorian Digital. If Agency selects Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Praetorian Digital in a timely manner. All Agency materials must be received 5 days prior to the grant application close date, and Agency is responsible for all submissions of final grant applications by grant deadlines. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol/Praetorian Digital reserves the right to suspend all Grant services until payment is received in full and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due shall be charged a twenty-five dollar ($25) late fee. Agency's purchase of the Grant services is also subject to the GrantFinder Master Subscription Agreement located at http://www.lexipol.com/GTGF-Master-ServiceAgreement.

3.4 Cordico Wellness Applications. This Section applies when Agency subscribes to Lexipol's Wellness Applications, offered by Cordico®, including but not limited to CordicoShield, CordicoFire, and all other Cordico products and services (collectively, the "Wellness Services"). The Wellness Services are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the Wellness Services (including, without limitation, all intellectual property rights), including all copies, updates, modifications, and versions thereof. Agency's right to access and use the Wellness Services is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data collected through the Wellness Services remains Agency's property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. In addition, upon termination of this Agreement for any reason, Agency shall lose access to all Wellness Services. Agency's purchase of Wellness Services is also subject to Cordico's Terms and Conditions located at https://www.cordico.com/terms-and-conditions/ and the Terms and Conditions set forth within each Wellness Application.

3.5 **Generally; Injunctive Relief**. Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, Wellness Services, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition herein, Agency grants all rights and permissions in or relating to Agency Data as are necessary or useful to Lexipol to enforce this Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

4. **Warranty Disclaimer.** ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS IS" AND LEXIPOL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LEXIPOL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

5. **Disclaimer of Liability**. Agency acknowledges and agrees that Lexipol, its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Services or the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

6. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol by Agency for the Purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

7. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

8. **Entire Agreement**. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

9. **Additional Terms and Conditions.** Except as set forth above, this Agreement remains subject to Lexipol's General Terms and Conditions, available at: https://www.lexipol.com/terms-and-conditions/.

EXHIBIT C
COUNTY TERMS AND CONDITIONS

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

2. 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 Customer's rights.

3. 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 Customer will only be liable for its pro rata share of services rendered and goods actually received. However, and notwithstanding the foregoing, subscription fees paid by Customer prior to a termination for convenience shall not be eligible for refund, pro-ration, or offset.

4. 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.

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

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

7. Right to Audit: Lexipol LLC 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 Lexipol LLC which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Customer shall give Lexipol LLC reasonable advance notice of intended audits.

Commissioners Court - Regular Session **38.**

Meeting Date: 12/14/2021

Approve Purchase of Medical Equipment for the Williamson County Jail

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of three (3) medical equipment purchases for the Williamson County Jail and exempting the procurement of such items 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, and authorize the County Judge to execute all associated documents.

Equipment requested is a High Powered Slit Lamp Microscope from Armstrong Optical for $3,740.00; a Portable X-Ray Machine from Maven Imaging for $35,980.00 and an Ultrasound Machine from McKesson for $37,539.12 for a total expense amount of $77,259.12.

Background

As a result of the COVID-19 pandemic the need to manage jail medical exams inside the jail when possible has become a priority for the health and safety of the jail occupants as well as the general public. The purchase of this equipment will allow many exams to take place onsite at the jail, hence, limiting unnecessary exposure. Details of the recommended purchases are attached herein. CARES Act funds shall be used for the purchase of these items. Point of contact for these items is Kathleen Pokluda.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

High Powered Microscope
Portable X-Ray Machine
Ultrasound

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 11:26 AM
Form Started By: Joy Simonton		Started On: 12/09/2021 10:00 AM
Final Approval Date: 12/09/2021		

Categories

- Ophthalmic Equipment
- Ophthalmic Supply
- Optical Equipment
- Optical Supply

Search

Go!
Advanced search

Ezer ESL-2600 Slit Lamp

Price: $3,740.00

Product ID : 100-100-060
Weight: 48.40 lbs

0 review(s)

Like 0

Save

Quantity 1

Add to Cart

Ezer ESL-2600 Slit Lamp

Ezer ESL-2600 Slit Lamp

Ezer ESL-2600 Slit Lamp

Ezer ESL-2600 Slit Lamp

Description

The Ezer ESL-2600 Slit Lamp is a traditional style slit lamp with a vertical Illumination tower and has standard 10X and 16X magnifications. Sleek design provides increased optical efficiency, light transmission, illumination and depth of focus.

The ESL-2600 Slit Lamp presents a stereoscopic optical system by adding fusing images a focal point.

The ESL-2600 brings a two position lever that is located under the optical head that makes it easy to interchange the magnification levels.

A pair of eyepieces are optional in order to change the magnification levels in cases where increased maginification is essential.

The ESL-2600 Slit Lamp is capable of magnifications of 10x and 16x.

Joystick
Incline it to move the instrument slightly on the horizontal surface and rotate it to adjust the elevation of the microscope.

Slit width control knob
The slit width is adjustable from 0 to 9 mm.

Fixation target
An illuminated fixed spot for the patient to look at.

Base Locking Screw
The base will be locked when this screw is fastened.

Position Lever

Apertur and slit height control knob
Rotate this knob to adjust the spot and slit height. Swing the knob horizontally to revolve the slit.

• **Horizontal mark**
When the horizontal center of the patient's eye is aligned with this mark, the elevation of the microscope. Controled by joystick is also on its center position.
• **There are four folters for selection**
Heat-absorption, grey, red-free and blue.
• **Slit height and aperture display window.**
• **Lamp cap**
• **Chin-rest elevation adjustment knob**
Rotate the knob to adjust the elevation of the chin-rest.
• **Protection cap**
• **Microscope and illumination arm couple bolt**
Fasten this bolt and the illumination arm and the microscope arm can be Rotated together.

The two position lever located under the optical head, makes it easy to interchange the magnification levels.

Optional accesories
(Additional purchase)

Applanation tonometer
This ESL-2600 slit lamp can be equipped with TN-150, Model R-900 or Model T-900 applanation tonometer to measure the intraocular pressure.

Product Reviews

Login or Register to write the first review.

Products You May Like

iBEX 5 Step LED Slit Lamp

$4,995.00

iBEX 2-Step LED Slit Lamp

$2,995.00

Ezer ESL-5200 Slit Lamp

$4,240.00

Ezer ESL-700 Hand Held Slit Lamp

$3,740.00

Powered by PinnacleCart Best Ecommerce

Prepared for:	Prepared by:
Williamson County Sheriff's Office Jail Louis Hanssen louis.hanssen@wilco.org 508 S. Rock St. Georgetown, Tx 78626	Date: Dec 07, 2021 Quote #:MDEMB-PA9AS-NGTS4-RY2L7 Jenn Hutchison Ph: 949-444-4737 E-mail: Jennifer@mavenimaging.com

QTY	Product Name	Price	Subtotal
1	Patient Image Portable Digital X-ray Package 4.0kw HF Xray 4.0kw HF Xray with DR Integration Kit SPSL-HF-4.0-AL Portable System with Stand, 4.0kW, 6 APR • 4.0 kW, 100 mA, 125 kVp • High Frequency Ripple: 300 kHz • 40 to 125 kVp in 1 kVp steps • Touch Screen • Allows customization of 6 APR regions (skull, thorax, spine, abdomen/pelvis, lower and upper extremities) - small, medium, large and pediatric patient sizes • User friendly multi-language selection • 14 mA stations: 5, 6.4, 8, 10, 12.5, 16, 20, 25, 32, 40, 50, 64, 80 and 100 • 0.001-10 second exposure time range, 41 total in 25% steps • 0.1 to 250 mAs, 34 total in 25% steps • Tube: 0.5mm - 1.8mm stationary anode x-ray tube, 47215 kHU • Power Cord: 19.7' long (6 meters) • Exposure Cord: 9.8' long (3 meters) • Collimator: Certified manual, LED display • Stand on base with wheels for easy maneuverability • Gas spring arm supports tube to accommodate easy positioning • Positive mechanical brakes • Cassette storage box accommodates up to 8 cassettes • Vertical tube travel, 61.4” (17.3”-78.7”) • 102.5 lbs total weight • Single-phase line Automatic Regulation, Automatic Output Power Adaptation to Power Line Conditions • 110 / 240 VAC - requires solid 20 amp breaker on 110V line for full power (can be de-rated) WARRANTY: ONE YEAR ON PARTS.	$34,995	$34,995
1	Patient Image 14x17 CSI Wireless Flat Panel DR System 14 x 17 inch CsI Wireless, cassette size DR Flat Panel Detector, with advanced acquisition Patient Image software and PACS	$0	$0

System Specifications

14x17 inch CsI Wireless, cassette size DR Flat Panel Detector

- Active area (Real Image Size):
- 360x430 (14x17 inches)
- Overall Dimensions: 344x459x15 mm (13.5x18x0.59 inches)
- Weight: 3.8 +/- 0.25 Kg
- Power Consumption: Idle - 3.3 watts, Acquisition - 7.8 watts, Image Transfer - 10.2 watts
- Pixel Pitch: 139 µ m
- Pixel Matrix Size: 3,052 (v) x 2,456 (h)
- A/D Conversion: 16 bit
- X-ray Voltage Range: 40-150 kVp
- Wireless Modes STA or AP: 802.11 a/g/n/ac, 2x2 MIMO
- 2 Batteries, Battery Charger Cable Included
- Automatic Parameter Selection
- Specific Anatomical Post-processing

Patient Image Acquisition Software

General Features

- Superior Image Quality
- Exam-specific algorithms image processing
- Automatic image optimization
- Edit existing patient information/search patient by patient name, patient ID, Accession number, bar code, etc.
- True size for printing
- Resend / Reprint image
- Send/Print queue management
- User-friendly touch GUI
- Useful functions: Auto Cropping, Auto Grid Suppression, Auto Labeling, Auto Rotation, Free Rotation, Multi Layout, etc.
- Fully DICOM 3.0 Compatible: MWL, Send, Print, MPPS, etc.
- Customized functions and various themes

User Interface

- User-Friendly Interface Supporting Touch Screen Functions
- One Screen to Access All Functions
- Same Interface for the Acquisition Software and Viewers
- Image Processing With Advanced Algorithm
- Fast Processing with Superior Image Quality
- Intelligent Algorithms for Sharp Edges without noise amplification
- Automatic image optimization

Patient Image PACS

Patient Image Server is a complete and cost effective Patient Imaging solution that provides imaging departments with a scalable and upgradable solution to archive patient studies. The Patient Image

	Server solution includes features to archive patients, retrieve studies, print studies, edit patient reports, record voice notes with patient study, and transmit studies over telephone lines or internet. Patient Image Server solution consists of a group of software and hardware components that has specifically chosen to provide the maximum performance and scalability. Supports all DICOM modalities. Archiving on PACS server and on the Network. Multi-Level relational database structure for patients/studies/series and images. Supports pre-fetching and auto-routing of patients to the modalities. Scalable and Upgradable Multi-Lingual Easy Administration All DICOM Features Dell Laptop • Windows 10 Professional • 512 TB Hard Disk • 8 GB RAM • 15inch Monitor • Workstation pre-configured and with the Software installed Dell ProSupport Included • Dell Limited Hardware Warranty Plus Service • ProSupport: 7x24 Technical Support, 3 Years • ProSupport: Next Business Day Onsite, 3 Years 		
1	Patient Image DR warranty Patient Image DR warranty 5 Year Warranty on DR panel parts 5 Year software warranty Dell ProSupport Included • Dell Limited Hardware Warranty Plus Service • ProSupport: 7x24 Technical Support, 3 Years • ProSupport: Next Business Day Onsite, 3 Years Remote phone support for 1st year from Maven Imaging.	$0	$0

1	☑ Protective Cover for 14 x 17 DR Panel Protect your DR digital panel with a protective case. New 14x17 in. Lock-N-Secure with side handle (long dimension) and carbon fiber insert 	$985	$985
Additional Options (Not Included in total)			
1	☐ 14X17" MOBILE TRANS-FORMER GRID CABINET • Panel can be positioned portrait or landscape • Vertical travel • Non-PBL • Pushbutton counterbalanced pulley system • Removable grid • AEC compatible • Hospital grade casters 	$2,100	$2,100
Shipping and Sales Tax			
1	Ground Shipping Domestic (Not included) Shipping is estimated at $800. An exact shipping price can be provided upon request	$0	$0
1	Sales Tax Not Included- Customer is tax exempt	$0	$0

Subtotal	**$35,980**
Total	**$35,980**

In-House Finance Options: 72 months: $587.84/month 60 months: $687.25/month 48 months: $836.75/month 36 months: $1,056.71/month Click to Apply for Financing	**Funding Source (Check one)** Check/ACH/Wire Credit Card (3% fee will be added) Maven In-House Financing

By signing, parties agree to enter this binding contract subject to the terms and contained herein and those located online at https://mavenimaging.com/terms (which are hereby incorporated by reference) for the date range including the date this Agreement is fully executed. The individuals signing for their respective parties represent that they are authorized to bind their party to this Agreement.

Agreed to by:	Countersigned by:
Signature: Date: _____ Louis Hanssen Williamson County Sheriff's Office Jail	Signature: Date: _____ Jenn Hutchison Maven Imaging

Portable System with Stand, 4.0kW, 6 APR

Sales@mavenimaging.com Call 1-800-9498015

Portable System with Stand, 4.0kW, 6 APR

- 4.0 kW, 100 mA, 125 kVp (see power requirements below)
- High Frequency Ripple: 300 kHz
- 40 to 125 kVp in 1 kVp steps
- Overlay Console allows customization of 6 APR region (20 editable positions); 6 regions optional
- 14 mA stations: 5, 6.4, 8, 10, 12.5, 16, 20, 25, 32, 40, 50, 64, 80 and 100
- 0.001-10 second exposure time range, 41 total in 25% steps
- 0.1 to 250 mAs, 34 total in 25% steps
- 0.6mm x 1.5mm dual focus stationary anode tube, 40,000 HU
- Power Cord, 19.7' long (6 meters)
- Exposure Cord, 9.8' long (3 meters)
- Collimator, certified manual
- Stand on base with wheels for easy maneuverability
- Gas spring arm supports tube to accommodate easy positioning
- Positive mechanical brakes
- Cassette storage box accommodates up to 8 cassettes
- Vertical tube travel, 62" (16.7"-78.7")
- 102.5 lbs total weight
-

MAVEN
IMAGING

From:	Kathleen Pokluda
To:	Joy Simonton
Cc:	Kathy Pierce; Ken Evans; Julie Kiley
Subject:	RE: Ultrasound quote
Date:	Thursday, December 9, 2021 11:15:27 AM
Attachments:	image002.png image003.png

The subject line from McKesson says Ultrasound Quote.

Kathleen Pokluda
Asst. Chief Deputy, Corrections
Williamson County Sheriff's Office
508 S. Rock St.
Georgetown, TX 78626
Office Phone: 512-943-1350
Cell Phone: 512-948-2621

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail and delete the message.

From: Ronald Barnett <rbarnett@wilco.org>
Sent: Thursday, December 9, 2021 11:13 AM
To: Kathleen Pokluda <kathleen.pokluda@wilco.org>
Cc: Doug Wheless <dwheless@wilco.org>; Jeffrey Williams <jwilliams@wilco.org>
Subject: Fw: Ultrasound quote

Here is the quote.

Medical Sergeant Ronald Barnett

So that others may live.

From: Louis Hanssen <louis.hanssen@wilco.org>
Sent: Thursday, December 9, 2021 11:07 AM
To: Ronald Barnett <rbarnett@wilco.org>
Subject: Fwd: Ultrasound quote

Get Outlook for iOS

From: Penry, Steven <Steven.S.Penry@McKesson.com>
Sent: Thursday, December 9, 2021 11:06:02 AM
To: Louis Hanssen <louis.hanssen@wilco.org>
Subject: Ultrasound quote

EXTERNAL email: Exercise caution when opening.

Please keep in mind the $1.11 fuel surcharge

McKesson Medical-Surgical Customer Svc Phone: (800) 545-5097 Customer Svc Fax: (844) 885-4597	Sheriff's Office/jail 512-943-1370 Williamson County 306 West 4th St Georgetown, TX 78626 Account Number: 3515065 Ship To Number: 3887041

Order Total	Header Comment	PO Num
$41,377.19		

Item Num	Qty	UOM	Vendor Abbr	Catalog Num	Full Item Desc	Price	Ext Price
862544	1	EA	Mgm148	600R-LED	Microscope, Binocular Achromatic Led	$894.46	$894.46
987295	1	EA	Mgm148	597T	Microscope, Hema	$2,943.61	$2,943.61
1182955	1	EA	Gevscn	H8010QA	Ultrasound Package, Vivid Iq Ultra Edition V204 Usa	$37,539.12	$37,539.12

Steven S. Penry
Account Manager

512.699.7464 telephone
512.233.2634 fax
800.767.6339 Customer Service

mms.mckesson.com

Commissioners Court - Regular Session **39.**

Meeting Date: 12/14/2021

Alternative Dispute Resolution System Resolution and Order

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Resolution and Order of the Commissioners Court Of Williamson County, Texas In Support of the Establishment of a Civil Court Alternative Dispute Resolution System pursuant To Tex. Civ. Prac. & Rem. Code § 135.151 & Ch. 152.

Background

Due to SB 41 and changes required tp the Judicial Civil Fees, it is required per Section 135.157 for the Commissioners Court to pass this resolution in order to establish an Alternative Dispute Resolution System. This fee has been collected for some time prior to this change and utilized for Settlement Week held twice a year other than during the Pandemic. With the changes under SB 41 the fee is still required to be collected but if we have not established a system to include the Commissioners Court adopting this resolution then the funds have to be sent to the State of Texas.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alternative Dispute Resolution System Resolution and Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:52 AM
Form Started By: Julie Kiley		Started On: 12/09/2021 08:40 AM
Final Approval Date: 12/09/2021		

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

RESOLUTION AND ORDER OF THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS IN SUPPORT OF THE ESTABLISHMENT OF A CIVIL COURT ALTERNATIVE DISPUTE RESOLUTION SYSTEM

(PURSUANT TO TEX. CIV. PRAC. & REM. CODE § 135.151 & Ch. 152)

WHEREAS, a county dispute resolution fund maintained in the county treasury as required by Tex. Civ. Prac. & Rem. Code § 135.151 may be used by a county only to establish and maintain an alternative dispute resolution system in accordance with Tex. Civ. Prac. & Rem. Code Ch. 152; and

WHEREAS, an alternative dispute resolution system is "an informal forum in which mediation, conciliation, or arbitration is used to resolve disputes" as defined in Tex. Civ. Prac. & Rem. Code § 152.001; and

WHEREAS, the Williamson County civil courts, including District and County Courts at Law, hold settlement week twice each year and promote alternative dispute resolution options sponsored by the county; and

WHEREAS, the county's Alternate Dispute Resolution Fund may continue to assess fees and retain such fees for maintenance of the county's established alternative dispute resolution system under Tex. Civ. Prac. & Rem. Code Ch. 152 without remitting such fees to the State; and

WHEREAS, county commissioners by order may establish an alternative dispute resolution system as authorized by Tex. Civ. Prac. & Rem. Code § 152.002; and

WHEREAS, the Williamson County Commissioners Court desires to support and establish such an alternative dispute resolution system for the benefit and enhancement of the civil court system.

THEREFORE, BE IT RESOLVED AND ORDERED, that the Williamson County Commissioners Court does hereby establish an alternative dispute resolution system under Tex. Civ. Prac. & Rem. Code Ch. 152 and specifically authorized by Tex. Civ. Prac. & Rem. Code § 135.151 and such fees collected by the District Courts and County Courts at Law for the Alternate Dispute Resolution Fund shall remain with the county and not remitted to the State for the maintenance of the county's alternative dispute resolution system.

ADOPTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT ON THIS THE _____ DAY OF _____, 20____.

_____
Hon. Bill Gravell
Williamson County Judge,
As Presiding Officer

Commissioners Court - Regular Session **40.**

Meeting Date: 12/14/2021

Approving Award of RFQ #21RFSQ2 RFQ for Remodel of North Jail Project to Talex Inc., Engineers

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFQ #21RFSQ2 for the remodel of the ground-floor of north Jail and to provide a new elevator and HVAC unit to Talex Inc., Engineers, in the amount of $216,511.00, and authorize execution of the agreement. Funding Source is P540.

Background

Talex Inc., Engineering s being recommended for this particular project as this is a request for modifications to their “previous design” for the Jail Magistrate Courtroom Design and Talex has a current knowledge of this area and the design programing. Tom Stanfield is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Engineering Services

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/09/2021 06:05 AM
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:35 AM
Form Started By: Johnny Grimaldo		Started On: 12/08/2021 01:03 PM
Final Approval Date: 12/09/2021		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Magistrate Court, Elevator 9, Chiller 4** ("Project")

ARCHITECT/ ENGINEER: **Talex Inc., Engineers** ("A/E")
Thomas R. Alexander, P.E., President
6300 La Calma, Suite 100
Austin, TX 78752

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

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to **Remodel the ground floor of the north Jail and provide a new elevator and HVAC unit**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.

County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1
Texas Accessibility Standards (TAS) of the Architectural Barriers Act, **Article 9102, Texas Civil Statutes**, Effective March 15, 2012, including latest revisions

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.

A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.

A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1

In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2

A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

4.2.1

The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFOMANCE

5.1 Commencement.
A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Two Hundred Sixteen Thousand, Five Hundred Eleven Dollars ($ 216,511)** hereinafter called the "Basic Fee", plus the amount payable under **Article 7** (Additional Services and Charges

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed

to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Two Thousand, One Hundred Sixty-Five Dollars ($ 2,165)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon the method and rates set forth in **Exhibit B**.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services. For amounts payable under **Article 7** which have not been previously billed or paid, A/E shall submit a sworn statement to County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services provided for by this Agreement which were completed during such calendar month plus the amounts payable under **Article 7** which have not been previously billed or paid. In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which A/E seeks reimbursement from the County, the charges shall be

accompanied by an affidavit signed by an officer or principal of A/E certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Talex Inc., Engineers
Thomas R. Alexander, P.E., President
763 Tumbleweed Trail
Lockhart, TX 78644

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated

Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: **Talex Inc., Engineers** ("A/E")
763 Tumbleweed Trail
Lockhart, TX 78644

Attention: Thomas R. Alexander, P.E.
President

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services does not satisfy the terms of this Agreement then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in **Exhibit A** have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E, who shall perform any required Basic Services and resubmit to County. This process shall be repeated until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are

usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to

reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE

CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$1,000,000** per claim.

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

25.3 Premiums and Deductible.
A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

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

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

25.6 Certification of Coverage.
A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other**

notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

25.7 No Arbitration.

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

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

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

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

25.10.1

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

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records identifying each individual performing services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual, and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers, and records of A/E which are

directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.

The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market

conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

30.11 No Waiver of Immunities.

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

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

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

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Talex Inc., Engineers

By: T.R. Alexander
Signature

Thomas R. Alexander, P.E.
Printed Name

President
Title

Date Signed: 12/2/2021

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

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

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

SCOPE OF WORK:

Williamson County Jail
Building 1008
306 W. 4th St. (508 S. Rock Street)
Georgetown, TX 78626
P540

1. Reconfigure the Magistrate Court Area, Jail Staff In-Processing, Property, Parole and Release areas.
2. Install Elevator #9 in existing elevator shaft
3. Provide new Chiller #4 to provide back-up capacity for North Jail Building.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Exhibit C – *Production Schedule*. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

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

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

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

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

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

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

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

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Prepare a Design Development level cost estimate in a form acceptable to County.

D. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

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

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

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

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

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

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

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

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

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

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

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

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

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

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Review and submit copies of each shop drawing and submittal of materials and equipment to County.

C. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

D. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

E. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

F. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

G. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

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

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

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

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		$	216,511	100%
100%	**Talex Inc., Engineers**	$	216,511	
Phases I-III - SCHEMATIC - CONSTRUCTION DOCUMENTS		$	101,770	47%
	Talex Inc., Engineers	$	101,770	
Phase IV - REGULATORY REVIEW AND PERMITS		$	-	0%
	Talex Inc., Engineers	$	-	
Phase V - BIDDING, AWARD, AND EXECUTION		$	-	0%
	Talex Inc., Engineers	$	-	
Phase VI - CONSTRUCTION ADMINISTRATION		$	102,861	48%
	Talex Inc., Engineers	$	102,861	
Phase VII - PROJECT CLOSE-OUT		$	11,880	5%
	Talex Inc., Engineers	$	11,880	

Prime Consultant and Subconsultant individual hourly rate schedules attached below:

CPI Rate Adjustments: Rates shall remain firm for the first year of the Agreement and such rates shall be deemed the "Initial Base Rates". A/E must request rate adjustments, in writing, at least **thirty (30) days** prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective **thirty (30) days** after County receives A/E's written request. No retroactive rate adjustments will be allowed. All rate adjustments and modifications shall be set forth in a written fully executed amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Talex Engineers

Principal	$200
Sr. Engineer/Project Manager	$160
Staff Engineer/Sr. Designer	$130
Designer/Drafter	$100
Executive Assistant	$80

CYP&Y Architects

Architect	$150
Sr. Technician	$126
Technician	$105
Executive Assistant	$84

Winston Structural Engineering

Principal Engineer	$175
Engineer	$140
Engineer in Training	$100
Designer/CAD Technician	$100
Senior CAD Technician	$90
CAD Technicial	$75
Field Services - Level 2	$90
Field Services - Level 1	$75
Administration/Contracts	$60

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Sevent Hundred Thirty (730) calendar days** from the date of this Agreement.

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

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

Agreement Execution Date	**12/14/21**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	12/28/21
30% Plans, Specifications and Estimate deliverables	01/27/22
County written authorization to proceed to next phase	02/08/22
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	03/10/22
County written authorization to proceed to next phase	03/22/22
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	05/20/22
County written authorization to proceed to next phase	06/01/22
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	06/08/22
Plans submittal to TDLR and Permit application submittal to City	06/15/22
Construction Permits received from City	07/15/22
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	07/22/22

County advertises project for Bid	08/05/22
Contract Award	06/02/23

Phase VI - CONSTRUCTION ADMINISTRATION⚜

Contractor Notice to Proceed	06/09/23
Construction Substantial Completion	06/07/24

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	07/08/24
Agreement Termination Date	**12/14/23**

EXHIBIT D

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.

2.2 County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50-mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50-mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single

room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 County will only reimburse up to a coach price fare for air travel.

5.2 County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of **Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d)**, all expense reimbursement requests must include the following:

7.2.1 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its

contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expenses

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards

10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries, and service

10.11 Transportation/mileage to places of entertainment or similar personal activities

10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available

10.14 Excessive weight baggage fees or cost associated with more than two airline bags

10.15 Auto repairs

10.16 Babysitter fees, kennel costs, pet, or house-sitting fees

10.17 Saunas, massages, or exercise facilities

10.18 Credit card delinquency fees or service fees

10.19 Doctor bills, prescription and other medical services

10.20 Hand tools

10.21 Safety Equipment (hard hats, safety vests, etc.)

10.22 Office Supplies

10.23 Lifetime memberships to any association

10.24 Donations to other entities

10.25 Any items that could be construed as campaigning

10.26 Community outreach items exceeding $2 per item

10.27 Technology Fees

10.28 Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

   d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and

   e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

11/16/2021
Jail Court, Elevator 9, Chiller 4

Talex Inc., Engineers

T R ALEXANDER
Signature of Certifying Official

THOMAS R. ALEXANDER
Printed Name of Certifying Official

PRESIDENT
Title of Certifying Official

11/18/2021
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Tom Alexander (Signatory Name) the President (Signatory Title) of Talex Inc. Engineers (Entity Name), on behalf of said firm.

LINDA COCHRAN
Notary Public, State of Texas
Notary ID# 12682102-8
My Commission Expires
FEBRUARY 27, 2025

Linda Cochran
Notary Public in and for the
State of Texas

My commission expires: 2/27/25

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

Commissioners Court - Regular Session **41.**

Meeting Date: 12/14/2021

Approve Purchase of Building Automation System Upgrade from Automated Logic Contracting Services, Inc. for North Jail

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase agreement for Construction Services between Automated Logic Contracting Services, Inc. and Williamson County for North Jail Building Automation System (BAS) Retrofit, in the amount of $243,075.00, pursuant to BuyBoard Contract 631-20 and authorizing the execution of the agreement. Funding Source 445P.

Background

This project is for the upgrade and retrofit of the existing Building Automation Systems (BAS) controls in the North Jail. The scope is based off the existing control configuration. The proposal includes a detailed scope of work/ specifications. The point of contact is Tom Stanfield.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement and Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/09/2021 06:12 AM
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:37 AM
Form Started By: Johnny Grimaldo		Started On: 12/08/2021 01:32 PM
Final Approval Date: 12/09/2021		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Automated Logic Contracting Services, Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

Overhaul the existing Building Automation Systems in the Sheriff's Office/ Jail building (1008) located in Georgetown, TX.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of Two hundred forty-three thousand seventy-five dollars ($ 243,075.00) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the Williamson County Jail and Sheriff's Office Building Automation System Audit Report dated 04/01/2021, which is attached hereto as **Attachment "1"** and incorporated herein for all purposes. To the extent that said report conflicts with the terms of this Agreement, the terms of this Agreement shall control.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any

portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: June 1st, 2022

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed on or before July 1st, 2022; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of One hundred dollars per day ($ 100.00/day) from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

On or before the first Wednesday of each month, the Contractor shall submit to the ODR a statement showing the total value of the work performed up to and including the last day of the preceding month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the

Contractor on or before the 25th day of the following month the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law.

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement. If the certificate of final completion notes any Work remaining incomplete or defects not remedied, the Owner may deduct the reasonable cost of remedying such deficiencies from the final payment. If such deductions are made, Owner shall identify each deduction made and the reason for each deduction, and furnish Contractor with an explanation of the deduction and the amount deducted on or by the 21st day after Owner's receipt of an approved or deemed approved application for final payment.

Final Payment shall become due and payable by Owner, subject to all allowable offsets and deductions, on the 31st day next following Owner's approval of the application for payment. If Contractor disputes any amount deducted by the Owner, Contractor shall give notice of the dispute on or before the 30th day next following receipt of final payment; failure to do so will bar any subsequent claim for payment of amounts deducted.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and

to further the interests of Owner in accordance with Owner's requirements and procedures. Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.2 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.3 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.4 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.5 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular

subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.6 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.7 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.8 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.9 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.10 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.11 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.12 Contractor shall provide warranty services for the Work for a full **18 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

6.13 Contractor acknowledges the Work will be performed in the Williamson County Jail and Sheriff's Office Building and that security must be maintained at all times. In order to maintain security, Contractor shall conduct CJIS background checks on all the Contractor's permanent and temporary employees and subcontractors scheduled to perform the Word under this Agreement prior to their services beginning. In addition, Contractor shall continue to submit background checks for any new permanent and temporary employees and subcontractors prior to such individuals entering the Williamson County Jail and Sheriff's Office Building. Contractor shall provide all information and documentation that Owner requests, from time to time, to prove Contractor is in compliance with this provision.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:	$2,000,000	

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

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

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $2,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the

insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 100% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the

breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Automated Logic Contracting Services, Inc Corporation

By: Graham Cherwenuk

Printed Name: Graham Cherwenuk

Title: Business Manager

Date: 12/07/2021

Party Representatives

Owner's Designated Representative ("ODR"):

Tom Stanfield, Sr Project Manager_
Williamson County Facilities
Dept_____
3101 SE Inner Loop
Georgetown, TX 78626

_____

Phone 512-943-1636_____
Email tom.stanfield@wilco.org

_____

Contractor's Designated Representative:

Jake Stuckey

Service Sales Engineer
Automated Logic
1100 Metric Blvd, Suite 400

Austin, TX 78758

Phone _210-658-0900_____
Email
_Jake.Stuckey@carrier.com_____

Attachment "1"

Williamson County Jail and Sheriff's Office Building Automation System
Audit Report dated 04/01/2021

BUILDING AUTOMATION SYSTEM BUDGET

Automated Logic

Williamson County Jail and Sheriff's Office

Prepared For: Williamson County
Attn: Tom Stanfield
Project Info: North Basement + 1st Floor BAS Retrofit

Date: October 12, 2021

Prepared By: Jake Stuckey | *Service Sales Engineer*
M: (512)550-0851
Jake.stuckey@carrier.com

Terms: This proposal is subject to the attached TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC. dated September 4, 2020

Project Description:
Automated Logic is pleased to provide the enclosed budget for an Automated Logic WebCTRL Building Automation System (BAS) for the referenced project. The scope is based off the existing control configuration at the Williamson County Jail. The scope will retrofit BAS controls in the North areas of the jail. Automated Logic will provide all necessary engineering, software, hardware, installation, project management, commissioning, programming, and warranty for a complete, turnkey system. The system database for this project, including programs, software, and graphics, will be installed on the existing WebCTRL server.

Scope of Work

- North Jail Basement + 1st Floor
  - Basement
    - (QTY 3) Chilled Water Fan Coil Units (FCU B-1,2,3)
      - Provide/install new DDC controller, zone sensor, supply air temp sensor, fan relay and current sensor, and chilled water valve (CWV to be installed by others).
  - 1st Floor
    - (QTY 15) Fan-Powered VAV Boxes (CVAV 1-1 thru CVAV 1-15)
      - Provide new DDC controller with actuator, zone sensor, supply air temp sensor, fan relay and current sensor, and airflow sensor
    - (QTY 6) Chilled Water Fan Coil Units (FCU 1-1 thru FCU 1-6)
      - Provide/install new DDC controller, zone sensor, supply air temp sensor, fan relay and current sensor, and chilled water valve (CWV to be installed by others).
    - (QTY 2) Chilled Water VAV Air-Handling Unit (AHU 1-1, AHU 1-2)
      - Provide/install new DDC controller, static pressure sensor, SA and RA temp sensor, OA and SA fan relay and current sensor, OA damper actuator, (2) heater relays, and chilled water valve (CWV to be installed by others).
    - (QTY 2) DX Heat Pump Split Systems with Exhaust (med-room-1, 2)
      - Provide/install new DDC controller, zone sensor, supply air temp sensor, fan relay and current sensor, compressor/reversing valve start/stop, heater relay, exhaust fan relay.
    - (QTY 1) Lighting Controller
      - Provide/install new DDC controller and lighting controller output.
  - Front End Software & Network:
    - Provide all programming, database configuration, and graphics for the GUI. Verify proper operation of system inputs, outputs, and sequences.

Scope of Work

- North Jail 2nd Floor + 3rd Floor
  - 2nd Floor
    - (QTY 18) Fan-Powered VAV Boxes (CVAV 2-1 thru CVAV 2-18)
      - Provide new DDC controller with actuator, zone sensor, supply air temp sensor, fan relay and current sensor, and airflow sensor
    - (QTY 1) Chilled Water Fan Coil Units (FCU 2-1 CTRL Room)
      - Provide/install new DDC controller, zone sensor, supply air temp sensor, fan relay and current sensor, and chilled water valve (CWV to be installed by others).
    - (QTY 4) Chilled Water VAV Air-Handling Unit (AHU 2-1, AHU 2-4)
      - Provide/install new DDC controller, static pressure sensor, SA and RA temp sensor, OA and SA fan relay and current sensor, OA damper actuator, (2) heater relays, and chilled water valve (CWV to be installed by others).
  - 3rd Floor
    - (QTY 10) Fan-Powered VAV Boxes (CVAV 3-1 thru CVAV 3-10)
      - Provide new DDC controller with actuator, zone sensor, supply air temp sensor, fan relay and current sensor, and airflow sensor
    - (QTY 1) Chilled Water Fan Coil Units (FCU 3-1 CTRL Room)
      - Provide/install new DDC controller, zone sensor, supply air temp sensor, fan relay and current sensor, and chilled water valve (CWV to be installed by others).
    - (QTY 4) Chilled Water VAV Air-Handling Unit (AHU 3-1, AHU 3-4)
      - Provide/install new DDC controller, static pressure sensor, SA and RA temp sensor, OA and SA fan relay and current sensor, OA damper actuator, (2) heater relays, and chilled water valve (CWV to be installed by others).
  - Front End Software & Network:
    - Provide all programming, database configuration, and graphics for the GUI. Verify proper operation of system inputs, outputs, and sequences.

- North Jail Chiller Plant
  - North Jail Roof
    - (QTY 3) Air-cooled Chillers with BACnet Interface
      - Provide/install new DDC controller, (3) Chiller start/stop/status, (3) Primary CHWP start/stop/status, (2) Secondary CHWP start/stop/status, (8) CW temp sensors, CW diff. pressure sensor, bypass valve (CWV to be installed by others).
      - Integrate chiller factory install BACnet communications card
    - (QTY 1) [FUTURE EXPANSION] Air-cooled Chillers with BACnet Interface
      - Provide Chiller control as detailed above
  - Front End Software & Network:
    - Provide all programming, database configuration, and graphics for the GUI. Verify proper operation of system inputs, outputs, and sequences.

Scope Clarifications & Exclusions

Clarifications:

- ALC will provide Commercial Grade Control Valves, to be installed by mechanical contractor at owner's expense.
- ALC will provide Space Temp Sensors with set point and override only.
- All cabling not in conduit will be plenum rated wire.
- Existing 120 VAC power will be reused where available. If new power connections are needed, they are to be supplied by others.
- If new FPVAV boxes are to be provided, The Terminal Box manufacturer shall supply the following: damper, transformer, multi-point flow sensor, relays, current switch, pressure transducer, controller enclosure, and labor to install DDC controller. ALC will provide the terminal equipment controllers with integral actuators to the box manufacturer for factory installation. Installation on existing FPVAV assumes that these components are functional. If existing boxes will be reused, control components will be installed in the field.
- ALC will furnish installation labor, wiring, programming/graphics, and check out for the Building Control and Automation System.
- ALC is providing all DDC control modules, enclosures, software, engineering, and field devices specified.
- Owner must verify electric heaters are clear of dust/debris before starting up.
- Labor cost based on 8-hour working days. Owner must provide access for full workday.

Exclusions:

- AFMS or Airflow Tubes.
- Provisions or Monitoring of any Electric meters, Gas meters, or Water meters.
- Leak or Gas Detection Systems.
- Occupancy or Motion Sensors.
- Space, CO2, or Humidity Sensors.
- VFD's are to be provided and installed by others, if needed.
- Lighting Control System, Lighting Contactors, and/Photocells by others.
- Prevailing wage rates and certified payroll are excluded from this proposal.
- Project price excludes all scope of work associated with fire dampers, fire/smoke/automatic dampers, smoke detectors, fire alarm system, or any other Life Safety Equipment.
- Bonding is not included.
- Any work not listed above.
- All work is to be performed during normal business hours unless otherwise noted.

Project Cost

North Jail Basement + 1st Floor	$61,415.00
North Jail 2nd Floor + 3rd Floor	$113,360.00
North Jail Chiller Plant	$68,300.00

Pricing does not include sales, use, and other similar taxes, which may be imposed by local, state, and/or federal government on all new work. If claiming tax exemption on this project, please include a Tax Exempt or Resale Certificate with acceptance of this proposal. This pricing is valid for 45 days from the above date.

Thank you for your consideration of Automated Logic for this project. We look forward to working with you and your team on this opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

Jake Stuckey
Service Sales Engineer
Automated Logic
M: (512)550-0851
jake.stuckey@carrier.com

Automated Logic Contracting Services, Inc. will not proceed with any work, including submittals without a signed proposal, approved purchase order or executed contract.

PROCEED AS INDICATED:

AUTOMATED LOGIC

Name

Signature Date

Title

CUSTOMER:

Customer Name

Signature Date

Title PO Number

Commissioners Court - Regular Session **42.**

Meeting Date: 12/14/2021

Approve the GMP Proposal Submittal No #2 for the Expo Center per RFQ #T3931 to Chasco Constructors Ltd, LLC

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Authorize the Guaranteed Maximum Price (GMP) Proposal with awarded RFP #T3931 Construction Manager at Risk (CMAR), Chasco Constructors Ltd, llc for Bid Package 2 projects at the Expo Center, in the amount of $2,009,747.00 and authorize the execution of the agreement between Williamson County and CMAR. P562

Background

Bid Package 2 is a Guaranteed Maximum Price (GMP) to complete the work approved for the above referenced project including widening main arena to increase performance area, lengthen performance area to 275 feet, add perimeter stem wall for dirt control, reconfigure bleachers for box seating and ADA compliance, tarmac revisions (Additional improvements), 4” Sidewalk with handicap ramps (5,536 SF), and additional landscape and irrigation modifications. The Point of Contact is Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GMP Proposal 2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/09/2021 09:34 AM
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:39 AM
Form Started By: Johnny Grimaldo		Started On: 12/08/2021 01:52 PM
Final Approval Date: 12/09/2021		

CHASCO CONSTRUCTORS

GUARANTEED MAXIMUM PRICE PROPOSAL

Submittal #2

December 06, 2021

EXPO Center Various Improvements

Bid Package 2

- **WIDEN MAIN ARENA**
- **SIDEWALK & LANDSCAPE REVISIONS AT THE EVENT TARMAC**
- **RECONSTRUCT THE EXISTING EXPO CENTER HALL ROOF**

Project Number P562

WILLIAMSON COUNTY
1848

Guaranteed Maximum Price Proposal
EXPO Center Various Improvements
Bid Package 2

- **WIDEN MAIN ARENA**
- **SIDEWALK & LANDSCAPE REVISIONS AT THE EVENT TARMAC**
- **RECONSTRUCT THE EXISTING EXPO CENTER HALL ROOF**

December 06, 2021

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Exhibit A – GMP Proposal

EXHIBIT A

GUARANTEED MAXIMUM PRICE PROPSAL BID PACKAGE 2
WIDEN MAIN ARENA
SIDEWALK & LANDSCAPE REVISIONS AT THE EVENT TARMAC
RECONSTRUCT THE EXISTING EXPO CENTER HALL ROOF

Chasco Constructors, Ltd., L.L.C. ("CMAR") hereby submits to **Williamson County, Texas** ("County") for the use and benefit County pursuant to the provisions of the **Contract for Construction Manager at-Risk Project Delivery** dated **June 1, 2021** ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for the construction of **EXPO Center Various Improvements**, ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

1. **Cost of the Work**
   A not-to-exceed amount for the Cost of the Work pursuant to the Contract:

   One Million Seven Hundred Ninety Thousand Seven Hundred Forty-Two Dollars ($ 1,790,742.00)

2. **CMAR's Fee**
   A fixed sum fee for CMAR's Fee pursuant to the Contract:

   Two Hundred Nineteen Thousand and Five Dollars ($ 219,005.00)

3. **Total GMP**
   The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing the Project complete, in place, and operational in accordance with the Contract Documents. All attached breakdowns shall total this GMP amount.

   Two Million Nine Thousand Seven Hundred Forty-Seven Dollars ($ 2,009,747.00)

   CMAR hereby guarantees to County not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement by County.

4. **Contract Time**
   The date for achieving Substantial Completion of the Project shall be **One Hundred Seventy-Six (176) calendar days** from the Notice to Proceed with Construction.

5. **Withdrawal of GMP Proposal**
   This GMP Proposal may not be withdrawn for a period of **ninety (90) calendar days** from the date of receipt by County.

6. **Liquidated Damages**
CMAR further agrees to pay, as Liquidated Damages, to County the sum of **One Thousand Dollars ($ 1,000) per calendar day** for failure to complete the work within the Contract Time in accordance with the Contract.

7. **Owner's Contingency**
A not-to-exceed amount for the Owner's Contingency stated herein for reference:

One Hundred Thousand Four Hundred Eighty-Seven Dollars ($ 100,487.00)

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal.

CMAR:

Chasco Constructors, Ltd., L.L.C.

By: _____
Signature

Charles J. Glace, Jr.
Printed Name

President
Title

Date Signed: December 06, 2021

COUNTY:

Williamson County, Texas

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

Executive Project Summary

TAB 2 - Executive Project Summary

Project Summary

The scope of work included in this GMP Proposal includes construction of the following:

Widen Main Arena to increasing performance area by:

- Add 10 ft on the East and West sides
- Lengthen performance area to 275 feet
- Add perimeter stem wall for dirt control
- Reconfigure bleachers for box seating and ADA compliance
- Provide new steel rails

Sidewalk & Landscape Revisions at The Event Tarmac

- Add 5,536 sf of 4” sidewalk, 8 ft and 15 ft wide
- Add 4 ea handicap ramps
- Relocate bushes and trees to accommodate new walks
- Topsoil, Hydromulch, temporary and final irrigation

Reconstruct the Existing Collapsed Expo Center Hall Roof

- Selective demolition and reconstruction of three (3) footings to accommodate new Pre-Engineered Building structure
- Construct three (3) new split faced colored CMU column wraps to match existing
- New Pre-Engineered Structure to replace existing structure that collapsed between column lines 1 and 7 from N to L
- Double-Lok Standing Seam Room with Galvalume Plus finish
- Gutters, downspouts and trim
- R-19 Bayliner Insulation at new roof areas
- Replace all endwall sheets at existing building
- Install new liner fabric at existing end bay with fabric furnished by owner
- New perforated sidewall panels to match existing
- Furnish and install eight (8) 2’-6” wide x 8’-0” curb mounted skylights
- Cut back into existing roof purlins for proper lap and bracing
- New structure to be designed and constructed to meet or exceed current building codes
- New Dry Pipe Sprinkler System to match original
- Electrical lighting per fixture O&Ms from original project
- Replacement of Demolished/Broken Fixtures in collapsed roof area
- Electrical Power as identified in collapsed roof area
- Lighting Controls
- Start-up for Lighting Controls
- Replace existing damaged quads in collapsed roof area
- Re-use/Capture existing feeds where possible

Schedule

- Notice to Proceed is expected to be issues on December 14, 2021
- Substantial Completion is expected by June 8, 2022

Project Team

TAB 3 – Project Team

Chasco's project team for Bid Package 2 is as follows:

- Bill Bambrick – Vice President, Sr. Project Manager – Primary Management Contact
  Office: 512-244-0600 x 122
  Cell: 512-848-3327
  Email: bill@chasco.com

- Jack Richards – Project Superintendent
  Office: 512-244-0600
  Cell: 512-845-5500
  Email: jack@chasco.com

- Scott Badgett – Vice President, Pre-Construction Manager/Estimating Support
  Office: 512-244-0600 x 111
  Cell: 512-844-6395
  Email: scott@chasco.com

- Rick Risener – Chief Civil Estimator/Estimating Support
  Office: 512-244-0600 x 134
  Cell: 512-848-3342
  Email: rick@chasco.com

- Jonathan Escalante – Safety Director
  Office: 512-244-0600 x 135
  Cell: 512-848-3636
  Email: jonathan@chasco.com

- Chuck Glace – President/Executive Support
  Office: 512-244-0600 x 118
  Cell: 512-848-3315
  Email: chuck@chasco.com

- Charles King – Vice President/CFO/Executive Support
  Office: 512-244-0600 x 132
  Cell: 512-431-6343
  Email: charlesk@chasco.com

- Craig Hunter, CPA – Controller/Accounting Support
  Office: 512-244-0600 x 114
  Cell: 512-964-8447
  Email: craig.hunter@chasco.com

  Resumes are attached

Williamson County Expo Center
GMP – Bid Package 2

Project Architect
Parkhill
Charles Shaw, AIA

Construction Manager
Chasco Constructors
Round Rock, TX

Executive Support
Chuck Glace, President
Charles King, Vice President & CFO
Craig Hunter, CPA Controller

Consultants / Engineers

Pre-Construction Team

Manager of Pre-Construction Services and Building Estimator
Scott Badgett

Civil Estimator
Rick Risener

- Estimates
- Budget
- Schedule
- Value Management
- Staging / Logistics
- Identify / Purchase Long-lead Items
- Pre-qualify Subcontractors
- Evaluate Constructability Issues

Construction Team
Project Manager
Bill Bambrick
Project Superintendent
Jack Richards
Safety Director
Jonathan Escalante

Subcontractors / Suppliers

- Site Management
- Schedule
- Cost Control
- Safety
- Punch List

R E S U M É

CHASCO CONSTRUCTORS

Bill Bambrick
VP & Senior Project Manager

Education

Drake University 1976

University of Houston 1977

Austin Community College 1987

Work History and Background

Bill has over 45 years in the construction industry spending the last 34 years with Chasco Constructors. As Vice President and Senior Project Manager Bill has extensive experience in all areas of construction including commercial and industrial buildings, Class A office, site work, utilities, bridges, roads & heavy/highway and airport work. He is very experienced with alternative delivery methods including CMR and Design/Build.

Project Experience

- The Wilco Annex is a two story 60,000 SF office building for Williamson County, TX. The building is situated on a sloping site of very fat clay, so the slab was constructed as a structural pan slab with drilled piers with a perimeter grade beam to provide a voided crawl space. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. There are two machine room-less elevators. The JP courtroom includes the judge's bench, jury seating, court reporter and witness stand along with full gallery seating. Included in the building are many areas that required high security with a wide assortment of protection, identification, surveillance and detection devices to ensure the safety of County employees and visitors. Chasco self-performed all site work, utilities and concrete work and the project was completed on schedule and under budget.

- Celebration Church is a new 90,000 SF church recently constructed in Georgetown, TX. The facility has large childcare wing of 60,000 SF. The remaining 30,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a bookstore and the "Blend", a "bistro style" coffee service area that also serves premade snack items. The sanctuary accommodates seating for over 2,600 guests and incorporates a state-of-the-art audio/visual system. The project had a 13-month schedule, but was completed early, in 12 months, despite having over 40 rain days.

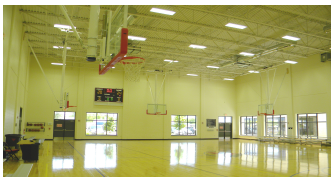
- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The $21 million project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building and all the associated site work.

R E S U M É (continued)

Bill Bambrick, VP & Senior Project Manager

- Chasco Family YMCA, Round Rock: 18,160 sf masonry and structural steel facility including an eight-lane junior Olympic indoor pool, therapy pool, hot tub, lazy river, vortex pool, water slide, splash pad, sauna, locker rooms with showers, family changing rooms and a 2,800-sf operable skylight. The project included demolition of a portion of the existing building while the remaining facility was operational.

- Georgetown Recreation Center, Georgetown, TX: 67,952 SF of new construction and renovation to the exiting occupied and fully operational Rec. Center. Scope of work included a gymnasium, multi-purpose & meeting rooms, elevated track, indoor & outdoor pools with water features, restroom & shower facilities, site utilities, detention pond and concrete construction. CM-at-Risk delivery.



- Round Rock YMCA Gymnasium, Round Rock, TX: A 7,437 sf masonry and structural steel facility including full court and half court basketball goals, volleyball court and elevator. Total estimated project cost is $1.2 Million. CM-at-Risk delivery.

- Twin Lakes YMCA, Cedar Park: A 36,400 sf tilt wall and structural steel facility including a gymnasium, work out facilities, locker rooms with showers, daycare, administrative offices and meeting rooms. The project also included an outdoor “fun pool” with many water features and a pool house. Parking facilities for the YMCA were simultaneously constructed under a separate contract with Williamson County. Combined project cost was $5.3 Million. CM-at-Risk delivery.

- Hutto Family YMCA, Hutto, Texas: Chasco Constructors was the Construction Manager for the construction of the 30,000 sf Hutto Family YMCA facility in Hutto, Texas. The project consists of a natatorium, locker rooms, work out and aerobics areas as well as offices. Chasco provided a complete pre-construction program for this project to assist the YMCA and the City of Hutto with budgeting and constructability management in order to maximize the City’s budget while allowing the project to achieve all of the original programming goals for both the City and the YMCA.

References

Mr. Jeff Andresen, CEO
YMCA of Greater Williamson County
512-801-7736

Ms. Susan McFarland, AIA
Susan McFarland, Architect
512-288-3001

Ms. Barbara Garrett
Garrett Consulting Services
615-394-4977

Tony Prete, PE
Waeltz & Prete, Inc.
512-505-8953

RESUMÉ

CHASCO CONSTRUCTORS

Jack Richards
Superintendent

Education

BS, Business Administration
Gardner-Webb University, Boiling Springs, North Carolina

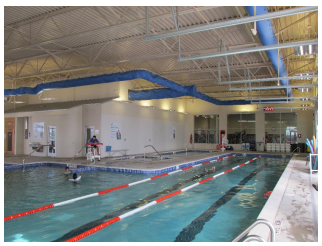
Work History and Background

Jack has over 26 years of construction experience as a project superintendent. He has extensive knowledge of building science techniques. His wide range of construction experiences has allowed him to be adaptable for many diverse situations encountered in the commercial construction industry. Jack has been with Chasco for 12 years.

Project Experience

- Multipurpose Activities Center (MAC) for Hill Country Christian School in Cedar Park, TX. This Phase 1 project is a 22,183 SF building constructed of conventional structural steel & concrete tilt wall building with masonry, stone, and TPO roof with all interior finishes and associated site work, utilities, and landscaping. It houses a full-size gymnasium, locker rooms and various meeting and training areas.CM-at Risk Delivery.

- Chasco Constructors was the Construction Manager-at-Risk for the construction of the 30,000 sf Hutto Family YMCA facility in Hutto, Texas. The project consists of a natatorium, locker rooms, work out and aerobics areas as well as offices. Chasco provided a complete pre-construction program for this project to assist the YMCA and the City of Hutto with budgeting and constructability management in order to maximize the City's budget while allowing the project to achieve all of the original programming goals for both the City and the YMCA.



- Twin Lakes YMCA Natatorium, Teen Center & Aerobics Room for the YMCA of Greater Williamson County – $3.7 Million CM-at-Risk contract. This expansion is the second phase of a project constructed by Chasco in 2004. This phase added a natatorium, a teen center, an aerobics room and a Cardio Theater. The natatorium houses multiple indoor pools, including a main pool with lap lanes, a splash pad area for small children and a two-story waterslide for the larger kids. Additionally, a warm water therapy pool, a hot tub/spa and a dry sauna were installed for the adults to relax in.

- CM-at-Risk construction of a Vehicle Maintenance Facility for the DPS Emergency Vehicle Operation Course, Florence, TX – 14,000 sq. ft. support building and fuel systems facility for the 6.2 miles of high-speed track, a large skills pad, small skills pad, skid pan, urban/tactical area observation towers and a restroom facility. The total cost for this project was $25.5 Million.

R E S U M É (continued)

Jack Richards
Superintendent

- The new Police and Public Works Buildings project for the City of Sunset Valley, TX, consists of an 8,969 sf single story Police Facility, a 4,684 sf Public Works Facility, and a 3,152 sf Maintenance Building along with associated site work, utilities, and landscaping. This $7.4 million CM-at-Risk project includes two new facilities in the middle of a fully operational municipal complex.

- Redeemer Presbyterian Church – Two separate tilt wall and structural steel construction. $5.4 million Project with 23,000 sq. ft. Chasco performed the project as the CM at Risk. This Phase One consisted of two concrete tilt wall and structural steel buildings, one at 15,600sqft and the other at 6,600 sqft.

- Central Texas Private Estate Horticulture Building – Two levels of storage, garage, and office space. The 9,000 sq. ft. building was constructed with concrete walls, block and structural steel
- Steiner Ranch Subdivision – Project manager for new home construction
- The Island – Constructed 11,000 sq.ft. custom home. $2.5 million project
- Northwood – Remodeled historical residence. $500K project
- Briggs, TX – Constructed 12,000 sq.ft. custom main residence, 2,000 sq.ft. guest quarters, multi-level commercial barn. Man-made lake and dam. Underground utilities. $3.5 million project
- Tarrytown – Restored and upgraded fire damaged residence. $1.5 million project
- Harris Road – Remodel and Restoration of Multi Level and Multi Structure Residence. $2.5 million Project

References

Mr. Joel Pafford
DFI
512-423-8734

Mr. Jeff Andresen, CEO
YMCA of Greater Williamson County
512-801-7736

Mr. George Dupere
Redeemer Presbyterian Church
512-708-1232

R E S U M É

CHASCO CONSTRUCTORS

Scott Badgett
Vice President – Building Estimating / Pre-Construction Services

Education

University of Texas
BS, Civil Engineering

Work History and Background

Scott has over 45 years of solid construction management experience in commercial, institutional and industrial projects. His diverse background includes constriction of high security and high-tech facilities, renovation and construction of healthcare facilities, churches, schools, office buildings, manufacturing and retail facilities. Experience includes Design/Build and fast-track projects, cast-in-place frame structures, pre-cast structures and tilt wall buildings. Scott's key responsibility is the coordination and management of the entire process from pre-construction through close-out. Scott has been with Chasco for nineteen years.

Project Experience

- Texas A&M Health Science Center – Phase I Texas A&M Health Science Center and Medical School Round Rock, TX – a $42.3 million 164,000 SF 4-story building containing classrooms, lecture halls, administration areas, public clinics, laboratories, and a simulated hospital training floor. Chasco performed, all site work, utilities, and site/building concrete. CM-at-Risk delivery.

- The Wilco Georgetown Annex is a two story 60,000 SF office building for Williamson County, TX. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. Chasco performed, all site work, utilities, and site/building concrete. CM-at-Risk delivery.

- Chasco Family YMCA, Round Rock: 18,160 sf masonry and structural steel facility including an eight-lane junior Olympic indoor pool, therapy pool, hot tub, lazy river, vortex pool, water slide, splash pad, sauna, locker rooms with showers, family changing rooms and a 2,800-sf operable skylight. The project included demolition of a portion of the existing building while the remaining facility was operational. Parking facilities for the YMCA were simultaneously constructed under the same contract. CM-at-Risk delivery.

- Williamson County Precinct 1 Annex and EMS Building – construction of 2 buildings with E.I.F.S. and stone veneer with complete interior finish out. Annex building was 27,660 SF and the EMS building was 6,470 SF. Project was completed early and under budget. ($6.3 million CM-at-Risk delivery.

R E S U M É (continued)
Scott Badgett
Vice President – Building Estimating / Pre-Construction Services

- City of Round Rock Sports Center – Round Rock, TX – 80,000 square foot sports center with 6 basketball/12 volleyball courts and 9 multi-purpose rooms with seating for up to 1,700 fans. Chasco self-performed all site work, utilities, site concrete, building concrete and tilt wall panels for this project.

- Georgetown Recreation Center – Georgetown, TX – 67,952 SF of new construction and renovation to the exiting occupied and fully operational Rec. Center. Scope of work included a gymnasium, multi-purpose & meeting rooms, elevated track, indoor & outdoor pools with water features, restroom & shower facilities, site utilities, detention pond and concrete construction. CM-at-Risk delivery.

- Great Oaks Elementary School, Round Rock, Texas – 6.0 million, 70,000 SF elementary school for RRISD. Project included all site development, utilities and detention pond.

- Westwood High School Science Wing Addition, Round Rock, Texas – 5.5 million two-story addition to existing high school. Included pre-cast wall panels to match existing facility. Project was constructed in the middle of the occupied campus with minimal impact to ongoing operations.

- Lampasas Middle School, Lampasas, TX – $6.0 million two-story middle school. Full cafeteria, gymnasiums and all related site facilities.

References

Mr. Bo Spencer, AIA
Spencer-Pierce Architecture, Inc.
512-388-0677

Mr. Dale Butler, Facilities Director
Williamson County, TX
512-943-1609

Mr. Jeff Andresen, President and CEO
YMCA Greater Williamson County
512-615-5530

R É S U M É

CHASCO CONSTRUCTORS

Rick Risener
Chief Civil Estimator

Education

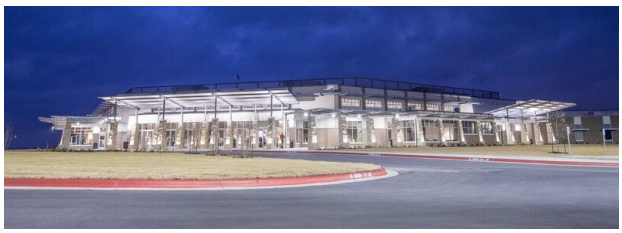
Abilene Christian University

Work History and Background

Rick has over 20 years of experience in residential, commercial, airport, heavy highway and civil construction. Rick has worked on projects that vary from pedestrian, vehicular, and railway bridges, public and private roadways, concrete and earthen dams, public parks and trail systems, subdivision infrastructure, site and pipeline utilities, site grading and site concrete work, single building and strip retail, multi-story office and medical buildings, pre-cast and cast-in-place concrete garages, and custom home building. Rick has been with Chasco for thirteen years.

Project Experience

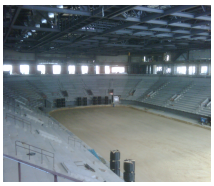
- Celebration Church is a new 90,000 SF church recently constructed in Georgetown, TX. The facility has large child care wing of 60,000 SF. The remaining 30,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a book store and the “Blend”, a “bistro style” coffee service area that also serves premade snack items. The sanctuary accommodates seating for over 2,600 guests and incorporates a state of the art audio/visual system.



- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The $21 million project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building and all the associated site work.

- Twin Lakes YMCA Natatorium, Teen Center & Aerobics Room – Owner – The YMCA of Greater Williamson County – CM at Risk contract. This expansion is the second phase of a project initially built in 2004 and made possible by a partnership between Williamson County and the YMCA of Greater Williamson County. This phase added a natatorium, a teen center, an aerobics room and a Cardio Theater. The natatorium houses multiple indoor pools, including a main pool with lap lanes, a splash pad area for small children and a two-story waterslide for the larger kids. Additionally, a warm water therapy pool, a hot tub/spa and a dry sauna were installed for the adults to relax in.

Rick Risener
Chief Civil Estimator



- Cedar Park Events Center, Cedar Park, TX – A 100,000 SF Multi-Function Sporting and Events Center. This project included the concrete foundation, upper level concrete slabs, equipment footings and foundations, and approximately 40 acres of site concrete with many areas that required special finishes.

- Barton Creek Section 101 ACFT Treated Effluent Storage Pond, Austin, TX – This project included ten acres of construction within an environmentally sensitive area. A 2,350 LF all weather access road was built to the pond site. 35,000 CY of rock and over burden were excavated. Approximately 8,000 CY of the material was resized through a crushing operation and reused as select fill across the entire pond floor and behind the pond walls. The walls, ranging from 9' to 35' tall, surrounded the entire pond perimeter.

- Samsung T-Star Facility Operations Building, Austin, TX – This project consisted of constructing a new two-story concrete frame office and warehouse building with loading dock at the Samsung Semiconductor site in Austin, TX. Strict background checks and training are required for all Samsung projects.

- ABIA New Employee Parking Lot, Austin, TX – This $7 million + project included construction of 703,800 SF of new parking lots at the existing Austin Bergstrom International Airport consisting of demolition of old Air Force structures, installation of 8" of lime treated subgrade, flex base and asphalt on the entire area, installation of 5 new Bus Shelters and 2 new Bench Canopy structures. Existing underground conditions created challenges on a daily basis.

- Kenney Fort Blvd., Round Rock, TX – In design for over 10 years, this project consisted of a 1.3-mile-long new section of roadway from Joe DiMaggio Blvd. to Forest Creek Blvd. in Round Rock. The project featured three bridges: an 800' long bridge over Brushy Creek, a shorter bridge over Chandler Creek, and a new railroad bridge for the Union Pacific Railroad. Some of the project challenges involved moving the Union Pacific mainline rail traffic to a shoofly detour. This allowed a new railroad bridge to be built on the mainline. Once the new railroad bridge was completed rail traffic was moved back onto the mainline and the shoofly detour was removed. Excavation then began under two existing bridges on Hwy 79. This was needed to extend the new Kenney Fort Blvd. under the highway and under the new rail bridge. The 24-month project was finished over two months ahead of schedule and was one of the largest road & bridge projects ever constructed by the City of Round Rock.

City of Residence: Austin, Texas

References

Mr. Antonio Prete
Waeltz & Prete, Inc.
(512) 505-8953
tony@w-pinc.com

Mr. Troy Jamail
HWA Parking/Strickland-Jamail
(512) 592-3277
troy.jamil@hwaparking.com

Mr. James Heironimus
NXP Semiconductors, Inc.
(512) 933-2104
james.heironimus@nxp.com

R E S U M É

CHASCO CONSTRUCTORS

Jonathan Escalante, CSHO, CHST
Director of Health and Safety

Education
Universidad Valle Del Bravo, Mexico 2005

Work History and Background
Jonathan has over 10 years of Construction Safety Experience including road and building construction. As a Safety Specialist at Chasco, Jonathan has been responsible for updating, implementing and overseeing the company's safety and training program. Since beginning with Chasco, he has made revisions and updates to the Safety Manual, including: a new Accident Prevention Program, a new Substance Abuse Program & improved Accident Investigation procedures. He has also updated the SDS Manual, to merge the new GHS program and implemented a new Virtual Risk Manager Program that uses software for driver training & vehicle loss prevention. Employee training is a major concern at Chasco. Jonathan has created new training programs for new hire safety orientation, traffic control safety awareness, qualified signal & rigging training and general safety awareness for all of Chasco's employees. Due to all of these improvements, Chasco has seen lower Recordable Rates and an overall increase in safety awareness amongst its employees. Jonathan has been with Chasco for all ten years of his construction experience.

Training

CSHO (Certified Safety and Health Official)
500 OSHA Train the Trainers
510 OSH Standards
OSH311 Fall Protection
OSH521 Industrial Hygiene
PRT260 Cranes and Material Handling
OSH301 Excavation, Trenching and Soil Mechanics
CPR/FA Certified Trainer
PRT123 Scaffold Training
Flagger Training (Train the trainer)
OSH755 Accident Investigation
OSH301 Excavation, Trenching and Soil Mechanics

Project Experience
SH 130 - *Lone Star Infrastructure. Hutto, Tx. (10/2005-8/2009)*
Position: Safety Supervisor / HR Assistant **Project Value:** 1.6 Billion USD
Main activities:
- Responsible for day to day environmental health and safety related activity with a specific focus on reducing incident rates and workers comp.
- Develop and implement required Safety Programs and progressive disciplinary actions.

- Develop Safety incentive program
- Implement accident prevention program
- Field Safety Inspections
- Provide monthly reports to the Fluor Corporate Office, including accident investigations, injury summary reports (man-hours included) and project close out-forms.
- Accident investigation / Case manager
- Conduct Mass meetings, Safety talks.
- New Hire Safety Orientation
- Training such as: Fall Protection, Confined Space, Haz-Mat, Traffic Awareness
- Responsible for OSHA compliance and record keeping, Worker's Comp Issues
- Random Drug testing coordinator (DOT and Non-DOT)
- HR New hire orientation
- Minor HR duties such as: Terminations, spreadsheet, employee benefits.
- Coordinate office management and special projects with a high degree of efficiency.
- Manage capital purchases, direct vendor relations, generate and maintain equipment tracking records.

Construcciones del Panuco. Mexico (06/2002-09/2005)
Position: Safety Apprentice
Main activities:

- Protect Health and Safety of the employees as well as the company.
- Follow Safety Standards set by the Social Security Safety Regulation of the Mexican Institute.
- Safety inspections / investigations.
- Medical Case Management
- Safety Training to employees (adapted by OSHA 1926)
- Report all data of incidents / accidents to CEO monthly.

City of Residence: Leander, Texas

References

Mr. Ignacio Guerra
Fluor Daniel Ent.
(210) 273-1774

Brayan Loya
Fluor Daniel Ent.
(512) 769-4339

Larry Connelly
AGC of Austin
(512) 748-1830

R E S U M É

CHASCO CONSTRUCTORS

Charles J. (Chuck) Glace, Jr.
President

Education

Central Michigan University / U.T. Austin

Work History and Background

Chuck has over 30 years of diversified construction experience. He has extensive background in concrete flatwork, structural concrete, tilt-wall, decorative concrete, excavation, and utility work. Chuck has complete responsibility for overall coordination of Chasco's operation. To him, the retention and advancement of individuals speaks directly to Chasco's success. Chuck is a driving force in the organization and training of Chasco's talent in both the office and the field. He provides ongoing leadership to the management team and to the self-perform operations, helping Chasco to provide better control and exceptional service to its customers. Chuck serves on the Board of the YMCA of Round Rock. He is also a board member of the American Concrete Institute, a member of the Construction Specifications Institute, the American Society of Concrete Construction, and the Associated General Contractors of America, and a Board member of The Round Rock Community Foundation.

Project Experience

- Texas A&M Health Science Center – Phase I Texas A&M Health Science Center and Medical School Round Rock, TX – a $42.3 million 164,000 SF 4-story building containing classrooms, lecture halls, administration areas, public clinics, laboratories, and a simulated hospital training floor.

- Kenney Fort Blvd.
  Owner - City of Round Rock, TX – Stipulated Sum/Unit Price contract. This project consisted of a 1.3-mile-long new section of roadway from Joe DiMaggio Blvd. to Forest Creek Blvd. in Round Rock, TX. The project featured three bridges, an 800' long bridge over Brushy Creek, a shorter bridge over Chandler Creek and a new railroad bridge for the Union Pacific Railroad. The 24-month project was finished over two months ahead of schedule and was one of the largest road & bridge projects ever constructed by the City of Round Rock.

R E S U M É (continued)

Charles J. (Chuck) Glace
President

- AMP Packaging Office and Manufacturing Facility, Round Rock, TX – Design/Build Contract for 58,000 SF tiltwall computer manufacturing facility.

- Emergency Vehicles Operations Course –
  Owner - Texas Department of Public Safety – CM-at-Risk contract. Over 1,000,000 SF of concrete skills pads and 6.2 mile asphalt/concrete road track for vehicle skills and training. During construction of the original $23.8 million-dollar project a $3.7 million dollar change order was issued to construct a vehicle maintenance building. The project won the Gold Award for Industrial and Special Paving from the American Concrete Paving Association for 2010. Total project cost was $27.5 Million.

- Tellabs Operations, Round Rock, TX – 48,000 SF tiltwall manufacturing addition to the existing facility.

- Classic Toyota, Round Rock, TX – Construction of a new car sales building, body shop, parking, drives, new car display, and detention / filtration structures.

- Austin VA Hospital / Clinic, Austin, TX – 45,000 SF slab on grade with related site work.

- St. Philips Family Life Center, Round Rock, TX – 11,000 SF church facility, including worship areas, classrooms, elevated altar / stage, commercial food preparation, and childcare.

- Shoal Creek Bridge, Austin, TX – New 2-span bridge over Shoal Creek including channel work and slope protection to flood prone creek.

- Expo Business Park, Austin, TX – Two 124,000 SF concrete tiltwall buildings, including all site development and utility construction.

References

Mr. Mark Remmert
Chief Building Inspector
City of Round Rock
512-218-6600

Mr. Brent Jones, P.E.
Civil Engineer
Randall Jones Engineering
(512) 415-3012

Mr. Chad McDowell
General Services Director
City of Round Rock
(512) 671-2890

R E S U M É

CHASCO CONSTRUCTORS

Charles R. King
CFO, Vice President, Secretary and Treasurer

Education

BBA in Accounting – Lamar University
CPA Certification – Texas Society of CPA's

Work History and Background

Charles has over 40 years experience as an entrepreneurial financial accountant. He began his career with a national accounting firm prior to joining a local CPA firm. As a partner in this firm, he was responsible for a wide array of tax and financial accounting engagements for small businesses and individuals. Subsequently, he spent 15 years as CFO of a multi-location, multi-franchise car dealership conglomerate. In this role he was responsible for the financial, treasury and IT functions.

At Chasco, Charles is responsible for the financial function, as well as strategic planning, tax issues and cash management.

References

Mr. Troy Voelker
McNery & Voelker
512-255-6940

Mr. Jeff Anderson
RSM Austin, CPA's
512-476-0717

R E S U M É

CHASCO CONSTRUCTORS

Craig Hunter, CPA

Controller

Education

BA in Accounting, California State University, Stanislaus, 1985

Work History and Background

Craig has over 30 years of experience in various industries. He has been a Controller at a publishing company, a lodging company, a wholesale/retail company with over 800 locations, a national health food company, where he was a key member of starting the manufacturing subsidiary. He has over 20 years of experience in the construction industry as a Consultant and Controller. He has worked with companies ranging in size from $12 million to well over $100 million. Craig's duties at Chasco include overseeing the Accounting and Human Resources departments. He has been with Chasco for five years.

City of Residence: Austin, Texas

List of Documents

TAB 4 – LIST OF DOCUMENTS

Drawing Index:

Sheet	Title	Issue Date	Issued By
	Main Arena		
3G-001	Scope 3 Cover Sheet	11/24/2021	Parkhill
3S-101	Foundation Plan	11/24/2021	Parkhill
3A-101	Demo Plan	11/24/2021	Parkhill
3A102	Demo Sections	11/24/2021	Parkhill
3A-111	Floor Plan	11/24/2021	Parkhill
3A-301	Sections	11/24/2021	Parkhill
3A-401	Enlarged Plans West	11/24/2021	Parkhill
3A402	Enlarged Plans East	11/24/2021	Parkhill
3A-403	Enlarged Plans - Alternate	11/24/2021	Parkhill
	Sidewalk & Landscape Revisions at The Event Tarmac		
L-101	Landscape Plan	11/05/2021	Parkhill
	Rebuild Collapsed Roof Area		
Various	Existing As-Built Plans and Submittals	Various	Populous

Specification Index:

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

00 01 10	Table of Contents
00 65 36	Warranty of Work After Final Payment
00 72 00	WILCO CMR General Conditions
00 73 00	Prevailing Wage Schedule

DIVISION 01 - GENERAL REQUIREMENTS

01 21 00	Allowances
01 23 00	Alternates
01 25 13	Product Substitutions
01 26 00	Contract Modifications
01 29 73	Schedule of Values
01 29 76	Applications for Payment
01 31 00	Project Management
01 32 00	Construction Progress Documentation
01 32 33	Photographic Documentation
01 33 00	Submittal Procedures
01 42 00	References
01 45 00	Quality Control
01 45 29	Testing Laboratory Services
01 50 00	Temporary Facilities and Controls
01 55 00	Access Roads and Parking Areas
01 57 13	Temporary Erosion and Sediment Control
01 57 23	Storm Water Pollution Prevention Plan
01 58 00	Project Identification and Signs
01 60 00	Materiel and Equipment
01 71 00	Cleaning
01 73 00	Executive Requirements
01 77 00	Closeout Procedures
01 78 23	Operation and Maintenance Data
01 78 39	Project Record Documents
01 79 00	Demonstration and Training

DIVISION 02 - EXISTING CONDITIONS

Not Used

DIVISION 03 – CONCRETE

03 10 00	Concrete Formwork
03 20 00	Concrete Reinforcement
03 30 00	Cast-In-Place Concrete

DIVISION 04 – MASONRY

Not Used

DIVISION 05 – METAL

05 50 00	Metal Fabrications
05 52 13	Pipe and Tube Railings

DIVISIONS 06 - 08

Not Used

DIVISION 09 – FINISHES

09 91 13 Exterior Painting

DIVISIONS 10 – 12

Not Used

DIVISION 13 - SPECIAL CONSTRUCTION

13 34 16.53 Elevated Angle-Frame Bleachers

DIVISIONS 21 - 48

Not Used

Other Documents

Geotechnical Engineering Study – 54 Pages Dated 2/05/2021 Prepared by Kleinfelder, Inc.

Wilco Expo Footings and Anchor Bolts memo and sketch 10/20/2021 Prepared by WJE Associates, Inc.

5

Qualifications & Clarifications

TAB 5 – Qualifications, Assumptions and Clarifications

WIDEN MAIN ARENA

Demolition – 02-4161

▪ Demo. Asphalt paving	1,192	sy
▪ Demo. Arena panels	600	ls
▪ Demo. Curb beam	600	lf

Cowboy Dirt – 31-2222

▪ Allow the sum of $30,000 to furnish, install and grade Cowboy dirt in the Main Arena	1	ls

Building Concrete Work – 03-0500

▪ Concrete flatwork	5,850	sf
▪ Concrete stem wall	1,542	lf
▪ Concrete curb	92	lf
▪ Paint existing step	2	ea
▪ Sidewalk with flume	116	sf

Miscellaneous Steel – 32-1000

▪ 3’-0” tall, primed steel railing on top of low concrete wall at arena, approximately 300 lf per side. Detail 3/3S-101	1	ls
▪ Embedded base plates at steel railing (furnish only)		
▪ Steel railings at steps and ramps that are not furnished by the bleacher contractor		

Painting – 09-9100

▪ Paint and finish all new steel guardrails, handrails and embedded steel weld plates	1	ls
▪ Paint rails “Maroon Red” to match existing finishes		

Bleachers – 13-3416

Base Bid

Alternate East Side and West Side Accessible Platform

- Includes additional Box Seats, Aisles, smaller ADA area

Demo/Removal Both East & West:

- Move existing front walkway out of the way for new concrete slab
- Demo/disposal of existing front guardrail system
- Demo/partial disposal of existing ramps and stairs
- Demo/disposal for existing stairs
- Demo/disposal of center 6’-0” of existing bleacher

Reinstall/New Materials at East Stand:

- Reinstall front walkway

- Provide new guardrail to separate walkway and new “box seats”
- New “U” ramp at the north end with a new stair
- New guardrails and stair at the center of existing bleacher where materials were removed to create the vomitory
- New aisle as at one section of the existing seating
- New Ramp at south end with new stair
- 2 row of box seats, one section at 90’, one at 84’
  a. Includes galvanized steel frames, mill finish footboards, clear anodized risers, clear anodized 2x10 seats w/ clear anodized 2x6 backrest boards
  b. Aisles to match the existing seat’s locations
- ADA platforms at north and south ends, and 42’-0” between the 2 row additions

Reinstall/New Materials at West Stand:

- Reinstall front walkway
- Provide new guardrail to separate walkway and new “box seats”
- New “U” ramp at the north end with a new stair
- New guardrails and stair at the center of existing bleacher where materials were removed to create
- the vomitory
- New aisle as at one section of the existing seating
- New Ramp at south end with new stair
- 2 row of box seats, one section at 90’, one at 84’
  a. Includes galvanized steel frames, mill finish footboards, clear anodized risers, clear anodized 2x10 seats w/ clear anodized 2x6 backrest boards
  b. Aisles to match the existing seat’s locations
- ADA platforms at north and south ends, and 42’-0” between the 2 row additions

Remaining Work to be Procured – 51-8920

- Scope of Work items to be determined

Exclusions

- Construction materials testing
- RPLS
- Repair of existing asphalt roads damaged due to construction traffic

Substitutions

- No substitutions are currently noted or anticipated

Value Engineering Recommendations

- No Value Engineering Recommendations are proposed at this time

SIDEWALK & LANDSCAPE REVISIONS AT THE EVENT TARMAC

Site Concrete Work – 03-5100

▪ 4" Sidewalk with handicap ramps	5,536	sf
▪ Landscape & Irrigation Modifications	1	ls

Remaining Work to be Procured – 51-8920

- Scope of Work items to be determined

Exclusions

- Construction materials testing
- RPLS
- Repair of existing asphalt roads damaged due to construction traffic

Substitutions

- No substitutions are currently noted or anticipated

Value Engineering Recommendations

- No Value Engineering Recommendations are proposed at this time

RECONSTRUCT THE EXISTING EXPO CENTER HALL ROOF

Jobsite Equipment – 51-5430

▪ Sky Trak	1	ls

Building Concrete Work – 03-0500

▪ Saw and chip the existing footings to remove any damaged areas	3	ea
▪ Core six holes for new 1 1/4" dia anchor bolts to a depth of 2' at each footing		
▪ Place and epoxy six new 1 1/4" dia anchor bolts at each footing for the new column bases		
▪ Drill and epoxy 12" deep holes at 16" on center for #4 dowels at new CMU		
▪ Place new polymer modified, fiber reinforced, rapid setting concrete repair		
▪ Mortar (Specchem Repcon 928) to smooth and even up the top of the existing footing		
▪ Core and install steel bollards at columns	4	ea

Masonry – 04-2000

- CMU Column Wrap at 3 Columns
- CMU: Split face, colored 8" CMU to match existing
- White Type S Mortar
- Masonry Sand
- Rebar
- Coarse Grout
- Mill Galvanized Ladder Wire

Perforated Panels – 07-4923

▪ Centria ExoScreen Perforated Screen Wall Econolap 3/4"	700	sf
▪ Gage: 20 gage stainless steel and 0.040" painted aluminum		
▪ Misc. Trim	1	ls
▪ Installation is by PEMB erector		
▪ Small quantity set-up charge	1	ls
▪ Estimated crating & shipping	1	ls
▪ Waste factor	105	sf

Painting – 09-9100

▪ Touchup Paint	1	ls

Pre-Engineered Building Systems – 13-3419

New Pre-Engineered Structure to replace existing structure that collapsed between column lines 1 and 7 from N to L	1	ls

- Includes one (1) rigid frame on Column Line N with a roof cantilever from M to L and purlins one (1) bay lapping into the existing frame
- Includes Double-Lok Standing Seam Roof with Galvalume Plus finish
- Gutters, downspouts and trim to be standard profile in S300 painted finish
- New wall panels to be PBR with S300 finish
- Insulation at new roof area will be R-19 Bayliner

Design Criteria is as follows:

- IBC 2018 Category III (most current code)
- 120 MPH Wind Speed (Code is 112 MPH Wind)
- 10# Ground Snow Load
- 10# Roof Snow Load
- 10# Collateral Load & 10# Ceiling Load as well.
- Deflection is L/240 for roof purlins, frames and H/240 for sidesway
- PEMB and Insulation materials
- Erect PEMB and insulation
- Added cost from short term equipment rental

Added items from jobsite review

- Replace all endwall sheets at existing building
- Install new liner fabric at existing end bay with fabric furnished by GC
- Install perforated sidewall panels. Panels provided by GC
- Furnish and install eight (8) 2' wide x 8'-0" curb mounted skylights
- Cut back into existing roof purlins for proper lap and bracing

Fire Protection – 21-1300

- Dry Pipe Sprinkler System
- This proposal is for replacing a portion of a sprinkler system that collapsed during the February 2020 freeze
- No design is included for this project. If the fire marshal requires it, design costs will need to be quoted separately
- No alarm and detection work will be provided
- The scope of work for this project shall be in accordance with NFPA 13 and consist of the following:
- A. Upright sprinkler heads will be brass and match existing
- B. Pipe to be black schedule 10 fire sprinkler pipe
- C. Work to start (3) lines back from edge of building in clouded area on the provided drawings
- D. A material laydown area will need to be available

Plumbing – 22-1300

- Cut down two (2) roof drains at slab level 1 ls

Electrical – 26-1000

- Proposal is based off of as built plans
- Electrical lighting per fixture O&Ms from original project
- Replacement of Demolished/Broken Fixtures in collapsed roof area
- Electrical Power as identified in collapsed roof area
- Lighting Controls
- Start-up for Lighting Controls (if required)
- Replace existing damaged quads in collapsed roof area
- Re-use/Capture existing feeds where possible
- Allowance for installing (2) BA Fans would be $10,900.00. It is currently unknown if all hanging hardware/apparatuses are still functional and on site. This price includes recapturing existing feeds and controls within 40' of Fan location(s). This price does not include any programming or controllers (assumed to be functional and in place)

Remaining Work to be Procured – 51-8920

- Scope of Work items to be determined

Exclusions

- Construction materials testing
- RPLS
- Repair of existing asphalt roads damaged due to construction traffic

Substitutions

- No substitutions are currently noted or anticipated

Value Engineering Recommendations

- No Value Engineering Recommendations are proposed at this time

General Materials Pricing – Applies to all Above Scopes of Work

Due to the extreme volatility and uncertainty of materials pricing in the current market, If the price of any material increases over the amounts included in this proposal, the price shall be equitably adjusted by an amount necessary to cover any such documented increase.

General Material Availability and Supply Chain – Applies to all Above Scopes of Work

Due to ongoing supply chain issues, Contractor will exercise all reasonable diligence to deliver the Project as per the mutually agreed upon schedule but shall not be responsible for any damages for delays, including but not limited to liquidated damages, due to any cause beyond Contractor's reasonable control, including but not limited to, pandemics, labor shortages, material shortages, material delays, shipping delays, acts of God, civil unrest or action by any official act of government.

6

GMP Proposal Cost Breakdown

TAB 6 - GMP Proposal Cost Breakdown

The Estimated Construction Cost organized by CSI division format, Cost of the Work and CMAR's Fee is attached.

BREAKDOWN OF COSTS FOR GMP BID PACKAGE 2

	Main Arena	Tarmac Revisions	Rebuild Collapsed Roof	TOTAL PACKAGE 2 BUDGET	BID PACKAGE 1 TARMAC	TOTAL PROJECT BUDGET	
				TOTAL			SUB OR SUPPLIER
Jobsite Equipment	0	0	11,000	11,000		11,000	
Erosion Controls	0	0	0	0	8,000	8,000	Chasco
Demolition	31,200	0	0	31,200	220,000	251,200	Chasco
Cowboy Dirt	30,000	0	0	30,000		30,000	Allowance
Fences and Gates	0	0	0	0	9,560	9,560	Viking Fence
Water Line	0	0	0	0	111,500	111,500	Chasco
Site Concrete	0	61,650	0	61,650	60,000	121,650	Chasco
Building Concrete	222,800	0	31,800	254,600		254,600	Chasco
Miscellaneous Improvements	0	0	0	0	208,200	208,200	Chasco
Masonry	0	0	26,991	26,991		26,991	Diamondback Masonry
Misc. Steel	95,000	0	0	95,000	9,200	104,200	Design Welding
Perforated Panels	0	0	24,475	24,475		24,475	Wade Architectural Products
Painting	9,569	0	1,500	11,069		11,069	Streamline Painting
Bleachers	304,704	0	0	304,704		304,704	SturdiSteel
Pre-Engineered Building Systems	0	0	727,530	727,530		727,530	CECO Building Systems
Fire Protection	0	0	30,143	30,143		30,143	Impact Fire Protection
Plumbing	0	0	225	225		225	Accent Plumbing
Electrical	0	0	89,902	89,902	272,927	362,829	Doyle Electric
Remaining Work to be Procured	39,153	3,100	50,000	92,253	15,000	107,253	-
Subtotal	732,426	64,750	993,566	1,790,742	914,387	2,705,129	
Construction Manager's Fee	90,128	7,968	120,909	219,005	86,491	305,496	
SubTotal	**$822,554**	**$72,718**	**1,114,475**	**$2,009,747**	**$1,000,878**	**$3,010,625**	
Owner's Contingency	41,128	3,636	55,724	100,487	50,122	150,609	
Total	**$863,682**	**$76,354**	**$1,170,199**	**$2,110,234**	**$1,051,000**	**$3,161,234**	

Chasco Contracting
12/5/2021

Project **Wilco Expo Various Projects**

Estimator Scott Badgett
Bid Date 9/7/2121

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	UNIT MATL.	UNIT SUB.	LABOR SUBTOTAL	MATERIAL SUBTOTAL	SUB # SUBTOTAL	TOTALS	
	Jobsite Equipment						0	0	0	0	
	Main Arena						0	0	0	0	
							0	0	0	0	
							0	0	0	0	**Main Arena**
							0	0	0	0	**TOTAL**
							0	0	0	0	**0**
							0	0	0	0	
	Tarmac Revisions						0	0	0	0	
							0	0	0	0	
							0	0	0	0	**Tarmac Revisions**
							0	0	0	0	**TOTAL**
							0	0	0	0	**0**
							0	0	0	0	
	Rebuild Collapsed Roof						0	0	0	0	
							0	0	0	0	
51-5430	Sky Trak	1	ls			11,000.00	0	0	11,000	11,000	**Rebuild Collapsed Roof**
							0	0	0	0	**TOTAL**
							0	0	0	0	**11,000**
							0	0	11,000	11,000	

Project **Wilco Expo Various Projects** Chasco

Estimator Scott Badgett
Bid Date 9/7/2121

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	UNIT MATL.	UNIT SUB.	LABOR SUBTOTAL	MATERIAL SUBTOTAL	SUB # SUBTOTAL	TOTALS	
02-4161	**Demolition**										
							0	0	0	0	
							0	0	0	0	
01-4161	**Main Arena**	1	ls			31,200.00	0	0	31,200	31,200	
							0	0	0	0	
	Demo. Asphalt paving	1,192	sy				0	0	0	0	
	Demo. Arena panels	600	ls				0	0	0	0	
	Demo. Curb beam	600	lf				0	0	0	0	
							0	0	0	0	**Main Arena**
							0	0	0	0	**TOTAL**
							0	0	0	0	**31,200**
							0	0	0	0	
							0	0	0	0	
							0	0	0	0	
	TOTAL						0	0	31,200	31,200	

Project **Wilco Expo Various Projects** Allowance

Estimator Scott Badgett
Bid Date 9/7/2121

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	UNIT MATL.	UNIT SUB.	LABOR SUBTOTAL	MATERIAL SUBTOTAL	SUB # SUBTOTAL	TOTALS	
31-2222	**Cowboy Dirt**						0	0	0	0	
	Main Arena						0	0	0	0	
							0	0	0	0	
31-2222	Allow the sum of $30,000.00 to furnish, instal and grade special mix Cowboy dirt	1	ls			30,000.00	0	0	30,000	30,000	
							0	0	0	0	
							0	0	0	0	
							0	0	0	0	**Main Arena**
							0	0	0	0	**TOTAL**
							0	0	0	0	**30,000**
							0	0	0	0	
							0	0	0	0	
							0	0	0	0	
	TOTAL						0	0	30,000	30,000	

Project **Wilco Expo Various Projects** Chasco

Estimator Scott Badgett
Bid Date 9/7/2121

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	UNIT MATL.	UNIT SUB.	LABOR SUBTOTAL	MATERIAL SUBTOTAL	SUB # SUBTOTAL	TOTALS	
03-5100	**Site Concrete**						0	0	0	0	
	Main Arena						0	0	0	0	
							0	0	0	0	
							0	0	0	0	
							0	0	0	0	**Main Arena**
							0	0	0	0	**TOTAL**
							0	0	0	0	**0**
							0	0	0	0	
	Tarmac CP 01	1	ls			61,650.00	0	0	61,650	61,650	
							0	0	0	0	
03-5100	4" Sidewalk with handicap ramps	5,536	sf				0	0	0	0	
	Landscape & Irrigation Modifications	1	ls				0	0	0	0	
							0	0	0	0	
							0	0	0	0	**Tarmac CP 01**
							0	0	0	0	**TOTAL**
							0	0	0	0	**61,650**
							0	0	0	0	
	Rebuild Collapsed Roof						0	0	0	0	
							0	0	0	0	
							0	0	0	0	**Rebuild Collapsed Roof**
							0	0	0	0	**TOTAL**
							0	0	0	0	**0**
							0	0	0	0	
							0	0	0	0	
							0	0	0	0	
	TOTAL						0	0	61,650	61,650	

Project **Wilco Expo Various Projects** Chasco

Estimator Scott Badgett
Bid Date 9/7/2121

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	UNIT MATL.	UNIT SUB.	LABOR SUBTOTAL	MATERIAL SUBTOTAL	SUB # SUBTOTAL	TOTALS	
03-5300	**Building Concrete**										
03-5300	**Main Arena**	1	ls			222,800.00	0	0	222,800	222,800	
							0	0	0	0	
	Concrete flatwork	5,850	sf				0	0	0	0	
	Concrete stem wall	1,542	lf				0	0	0	0	
	Concrete curb	92	lf				0	0	0	0	
	Paint existing step	2	ea				0	0	0	0	**Main Arena**
	Sidewalk with flume	116	sf				0	0	0	0	**TOTAL**
							0	0	0	0	**222,800**
							0	0	0	0	
03-5300	**Rebuild Collapsed Roof**						0	0	0	0	
							0	0	0	0	
	Saw and chip the existing footings to remove any damaged areas	3	ea			9,066.67	0	0	27,200	27,200	
	Core six holes for new 1 1/4" dia anchor bolts to a depth of 2' at each footing						0	0	0	0	
	Place and epoxy six new 1 1/4" dia anchor bolts at each footing for the new column bases						0	0	0	0	
	Drill and epoxy 12" deep holes at 16" on center for #4 dowels at new CMU						0	0	0	0	
	Place new polymer modified, fiber reinforced, rapid setting concrete repair						0	0	0	0	
	Mortar (Specchem Repcon 928) to smooth and even up the top of the existing footing						0	0	0	0	
	Core and install steel bollards at columns	4	ea			1,150.00	0	0	4,600	4,600	
							0	0	0	0	**Rebuild Collapsed Roof**
							0	0	0	0	**TOTAL**
							0	0	0	0	**31,800**
							0	0	0	0	
	TOTAL						0	0	254,600	254,600	

Project **Wilco Expo Various Projects** Diamondback Masonry

Estimator Scott Badgett
Bid Date 9/7/2121

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	UNIT MATL.	UNIT SUB.	LABOR SUBTOTAL	MATERIAL SUBTOTAL	SUB # SUBTOTAL	TOTALS	
04-2000	**Masonry**						0	0	0	0	
04-2000	**Rebuild Collapsed Roof**	1	ls			26,991.00	0	0	26,991	26,991	
							0	0	0	0	
	CMU Column Wrap at 3 Columns						0	0	0	0	
	CMU: Split face, colored 8" CMU to match existing						0	0	0	0	
	White Type S Mortar						0	0	0	0	
	Masonry Sand						0	0	0	0	
	Rebar						0	0	0	0	
	Coarse Grout						0	0	0	0	
	Mill Galvanized Ladder Wire						0	0	0	0	**Rebuild Collapsed Roof**
							0	0	0	0	**TOTAL**
							0	0	0	0	**26,991**
							0	0	0	0	
							0	0	0	0	
	TOTAL						0	0	26,991	26,991	

Project **Wilco Expo Various Projects** Design Welding

Estimator Scott Badgett
Bid Date 9/7/2121

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	UNIT MATL.	UNIT SUB.	LABOR SUBTOTAL	MATERIAL SUBTOTAL	SUB # SUBTOTAL	TOTALS	
05-1250	**Misc. Steel**						0	0	0	0	
	Main Arena						0	0	0	0	
							0	0	0	0	
05-1250	3'-0" tall, primed steel railing on top of low concrete wall at arena, approximately 300 lf per side. Detail 3/3S-101	1 ls				95,000.00	0	0	95,000	95,000	
	Embedded base plates at steel railing (furnish only)						0	0	0	0	
	Steel railings at steps and ramps that are not furnished by the bleacher contractor						0	0	0	0	
							0	0	0	0	**Main Arena**
							0	0	0	0	**TOTAL**
							0	0	0	0	**95,000**
							0	0	0	0	
							0	0	0	0	
	TOTAL						0	0	95,000	95,000	

Project **Wilco Expo Various Projects** Wade Architectural Products

Estimator Scott Badgett
Bid Date 9/7/2121

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	UNIT MATL.	UNIT SUB.	LABOR SUBTOTAL	MATERIAL SUBTOTAL	SUB # SUBTOTAL	TOTALS	
07-4293	**Perforated Panels**						0	0	0	0	
	Rebuild Collapsed Roof						0	0	0	0	
							0	0	0	0	
07-4293	Centria ExoScreen Perforated Screen Wall Econolap 3/4"	700	sf			20.00	0	0	14,000	14,000	
	Gage: 20 gage stainless steel and 0.040" painted aluminum					0.00	0	0	0	0	
	Misc Trim	1	ls			2,500.00	0	0	2,500	2,500	
	Installation is by PEMB erector					0.00	0	0	0	0	
	Small quantity set-up charge	1	ls			2,375.00	0	0	2,375	2,375	
	Estimated crating & shipping	1	ls			3,500.00	0	0	3,500	3,500	
	Waste factor	105	sf			20.00	0	0	2,100	2,100	
							0	0	0	0	**Rebuild Collapsed Roof**
							0	0	0	0	**TOTAL**
							0	0	0	0	**24,475**
							0	0	0	0	
	TOTAL						0	0	24,475	24,475	

Project **Wilco Expo Various Projects** Streamline Painting

Estimator Scott Badgett
Bid Date 9/7/2121

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	UNIT MATL.	UNIT SUB.	LABOR SUBTOTAL	MATERIAL SUBTOTAL	SUB # SUBTOTAL	TOTALS	
09-9100	**Painting**						0	0	0	0	
	Main Arena						0	0	0	0	
		1	ls			9,569.00	0	0	9,569	9,569	
	Paint and finish all new steel guardrails, handrails and						0	0	0	0	
09-9100	embedded steel weld plates										
	Paint rails “Maroon Red” to match existing finishes						0	0	0	0	
							0	0	0	0	
							0	0	0	0	**Main Arena**
							0	0	0	0	**TOTAL**
							0	0	0	0	**9,569**
							0	0	0	0	
	Rebuild Collapsed Roof						0	0	0	0	
							0	0	0	0	
09-9100	Touchup Paint	1	ls			1,500.00	0	0	1,500	1,500	**Rebuild Collapsed Roof**
							0	0	0	0	**TOTAL**
							0	0	0	0	**1,500**
							0	0	0	0	
							0	0	0	0	
	TOTAL						0	0	11,069	11,069	

Project **Wilco Expo Various Projects** SturdiSteel

Estimator Scott Badgett
Bid Date 9/7/2121

DIV.	DESCRIPTION			LABOR SUBTOTAL	MATERIAL SUBTOTAL	SUB # SUBTOTAL	TOTALS	
13-3416	**Bleachers**			0	0	0	0	
	Main Arena			0	0	0	0	
13-3416	**Base Bid**	1 ls	274,128.00	0	0	274,128	274,128	
	Alternate East Side and West Side Accessible Platform	1 ls	30,576.00	0	0	30,576	30,576	
	Includes additional Box Seats, Aisles, smaller ADA area			0	0	0	0	
	Demo/Removal Both East & West:			0	0	0	0	
	Move existing front walkway out of the way for new concrete slab			0	0	0	0	
	Demo/disposal of existing front guardrail system			0	0	0	0	
	Demo/partial disposal of existing ramps and stairs			0	0	0	0	
	Demo/disposal for existing stairs			0	0	0	0	
	Demo/disposal of center 6'-0" of existing bleacher			0	0	0	0	
	Reinstall/New Materials At East Stand:			0	0	0	0	
	Reinstall front walkway			0	0	0	0	
	Provide new guardrail to separate walkway and new "box seats"			0	0	0	0	
	New "U" ramp at the north end with a new stair			0	0	0	0	
	New guardrails and stair at the center of existing bleacher where materials were removed to create			0	0	0	0	
	the vomitory			0	0	0	0	
	New aisle as at one section of the existing seating			0	0	0	0	
	New Ramp at south end with new stair			0	0	0	0	
	2 row of box seats, one section at 90', one at 84'			0	0	0	0	
	a. Includes galvanized steel frames, mill finish footboards, clear anodized risers, clear anodized 2x10 seats w/ clear a			0	0	0	0	
	b. Aisles to match the existing seats locations			0	0	0	0	
	ADA platforms at north and south ends, and 42'-0" between the 2 row additions			0	0	0	0	
	Reinstall/New Materials At West Stand:			0	0	0	0	
	Reinstall front walkway			0	0	0	0	
	Provide new guardrail to separate walkway and new "box seats"			0	0	0	0	
	New "U" ramp at the north end with a new stair			0	0	0	0	
	New guardrails and stair at the center of existing bleacher where materials were removed to create			0	0	0	0	
	the vomitory			0	0	0	0	
	New aisle as at one section of the existing seating			0	0	0	0	
	New Ramp at south end with new stair			0	0	0	0	
	2 row of box seats, one section at 90', one at 84'			0	0	0	0	
	a. Includes galvanized steel frames, mill finish footboards, clear anodized risers, clear anodized 2x10 seats w/ clear a			0	0	0	0	
	b. Aisles to match the existing seats locations			0	0	0	0	
	ADA platforms at north and south ends, and 42'-0" between the 2 row additions			0	0	0	0	
				0	0	0	0	**Main Arena**
				0	0	0	0	**TOTAL**
				0	0	0	0	**304,704**
	TOTAL			0	0	304,704	304,704	

Project **Wilco Expo Various Projects** CECO Building Systems

Estimator Scott Badgett
Bid Date 9/7/2121

DIV.	DESCRIPTION			LABOR SUBTOTAL	MATERIAL SUBTOTAL	SUB # SUBTOTAL	TOTALS	
13-3419	**Pre-Engineered Building Systems**							
				0	0	0	0	
				0	0	0	0	
	Rebuild Collapsed Roof			0	0	0	0	
				0	0	0	0	
13-3419	New Pre-Engineered Structure to replace existing structure that collapsed between column lines 1 and 7 from N to L			0	0	0	0	
	Includes one (1) rigid frame on Column Line N with a roof cantilever from M to L and purlins one (1) bay lapping into the existing frame			0	0	0	0	
	Includes Double-Lok Standing Seam Room with Galvalume Plus finish			0	0	0	0	
	Gutters, downspouts and trim to be standard profile in S300 painted finish			0	0	0	0	
	New wall panels to be PBR with S300 finish			0	0	0	0	
	Insulation at new roof area will be R-19 Bayliner			0	0	0	0	
	Design Criteria is as follows:			0	0	0	0	
	IBC 2018 Category III (most current code)			0	0	0	0	
	120 MPH Wind Speed (Code is 112 MPH Wind)			0	0	0	0	
	10# Ground Snow Load			0	0	0	0	
	10# Roof Snow Load			0	0	0	0	
	10# Collateral Load & 10# Ceiling Load as well.			0	0	0	0	
	Deflection is L/240 for roof purlins, frames and H/240 for sidesway			0	0	0	0	
	PEMB and Insulation materials	1 ls	527,728.00	0	0	527,728	527,728	
	Erect PEMB and insulation	1 ls	77,143.00	0	0	77,143	77,143	
	Added cost from short term equipment rental	1 ls	5,225.00	0	0	5,225	5,225	
	Added items from jobsite review	1 ls	117,434.00	0	0	117,434	117,434	
	Replace all endwall sheets at existing building			0	0	0	0	
	Install new liner fabric at existing end bay with fabric furnished by GC			0	0	0	0	
	Install perforated sidewall panels. Panels provided by GC			0	0	0	0	
				0	0	0	0	
	Furnish and install eight (8) 2' wide x 8'-0" curb mounted skylights							
	Cut back into existing roof purlins for proper lap and bracing			0	0	0	0	
				0	0	0	0	
				0	0	0	0	**Rebuild Collapsed Roof**
				0	0	0	0	**TOTAL**
				0	0	0	0	**727,530**
	TOTAL			0	0	727,530	727,530	

Project **Wilco Expo Various Projects** Impact Fire Protection

Estimator Scott Badgett
Bid Date 9/7/2121

DIV.	DESCRIPTION			LABOR SUBTOTAL	MATERIAL SUBTOTAL	SUB # SUBTOTAL	TOTALS	
21-1300	**Fire Protection**			0	0	0	0	
	Rebuild Collapsed Roof			0	0	0	0	
				0	0	0	0	
21-1300	Dry Pipe Sprinkler System	1 ls	30,143.00	0	0	30,143	30,143	
	This proposal is for replacing a portion of a sprinkler system that collapsed during the February 2020 freeze			0	0	0	0	
	No design is included for this project. If the fire marshal requires it, design costs will need to be quoted separately			0	0	0	0	
	No alarm and detection work will be provided			0	0	0	0	
	The scope of work for this project shall be in accordance with NFPA 13 and consist of the			0	0	0	0	
	following:			0	0	0	0	
	A. Upright sprinkler heads will be brass and match existing			0	0	0	0	
	B. Pipe to be black schedule 10 fire sprinkler pipe			0	0	0	0	
	C. Work to start (3) lines back from edge of building in clouded area on the provided drawings			0	0	0	0	
	D. A material laydown area will need to be available			0	0	0	0	
				0	0	0	0	
				0	0	0	0	
				0	0	0	0	
				0	0	0	0	**Rebuild Collapsed Roof**
				0	0	0	0	**TOTAL**
				0	0	0	0	**30,143**
				0	0	0	0	
	TOTAL			0	0	30,143	30,143	

Project **Wilco Expo Various Projects** Accent Plumbing

Estimator Scott Badgett
Bid Date 9/7/2121

DIV.	DESCRIPTION			LABOR SUBTOTAL	MATERIAL SUBTOTAL	SUB # SUBTOTAL	TOTALS	
22-1300	**Plumbing**			0	0	0	0	
	Rebuild Collapsed Roof			0	0	0	0	
22-1300	Cut down two (2) roof drains at slab level	1 ls	225.00	0	0	225	225	**Rebuild Collapsed Roof**
				0	0	0	0	**TOTAL**
				0	0	0	0	**225**
				0	0	0	0	
				0	0	0	0	
	TOTAL			0	0	225	225	

Project **Wilco Expo Various Projects** Doyle Electric

Estimator Scott Badgett
Bid Date 9/7/2121

DIV.	DESCRIPTION			LABOR SUBTOTAL	MATERIAL SUBTOTAL	SUB # SUBTOTAL	TOTALS	
26-1000	**Electrical**			0	0	0	0	
	Rebuild Collapsed Roof			0	0	0	0	
				0	0	0	0	
26-1000	Proposal is based off of as built plans	1 ls	79,002.00	0	0	79,002	79,002	
	Electrical lighting per fixture O&Ms from original project			0	0	0	0	
	Replacement of Demolished/Broken Fixtures in collapsed roof area			0	0	0	0	
	Electrical Power as identified in collapsed roof area			0	0	0	0	
	Lighting Controls			0	0	0	0	
	Start-up for Lighting Controls (if required)			0	0	0	0	
	Replace existing damaged quads in collapsed roof area			0	0	0	0	
	Re-use/Capture existing feeds where possible			0	0	0	0	
	Allowance for installing (2) BA Fans would be $10,900.00. It is currently unknown if all hanging hardware/apparatuses are still functional and on site. This price includes recapturing existing feeds and controls within 40' of Fan location(s). This price does not include any programming or controllers (assumed to be functional and in place)	1 ls	10,900.00	0	0	10,900	10,900	
				0	0	0	0	**Rebuild Collapsed Roof**
				0	0	0	0	**TOTAL**
				0	0	0	0	**89,902**
				0	0	0	0	
				0	0	0	0	
	TOTAL			0	0	89,902	89,902	

Project **Wilco Expo Various Projects** -

Estimator Scott Badgett
Bid Date 9/7/2121

DIV.	DESCRIPTION			LABOR SUBTOTAL	MATERIAL SUBTOTAL	SUB # SUBTOTAL	TOTALS	
	Remaining Work to be Procured							
				0	0	0	0	
	Main Arena			0	0	0	0	
		1 ls	39,153.00	0	0	39,153	39,153	
				0	0	0	0	
				0	0	0	0	
				0	0	0	0	
				0	0	0	0	**Main Arena**
				0	0	0	0	**TOTAL**
				0	0	0	0	**39,153**
				0	0	0	0	
	Tarmac Revisions			0	0	0	0	
		1 ls	3,100.00	0	0	3,100	3,100	
				0	0	0	0	
				0	0	0	0	
				0	0	0	0	
				0	0	0	0	**Tarmac Revisions**
				0	0	0	0	**TOTAL**
				0	0	0	0	**3,100**
				0	0	0	0	
	Rebuild Collapsed Roof			0	0	0	0	
		1	50,000.00	0	0	50,000	50,000	
				0	0	0	0	
				0	0	0	0	
				0	0	0	0	
				0	0	0	0	**Rebuild Collapsed Roof**
				0	0	0	0	**TOTAL**
				0	0	0	0	**50,000**
	TOTAL			0	0	92,253	92,253	

7

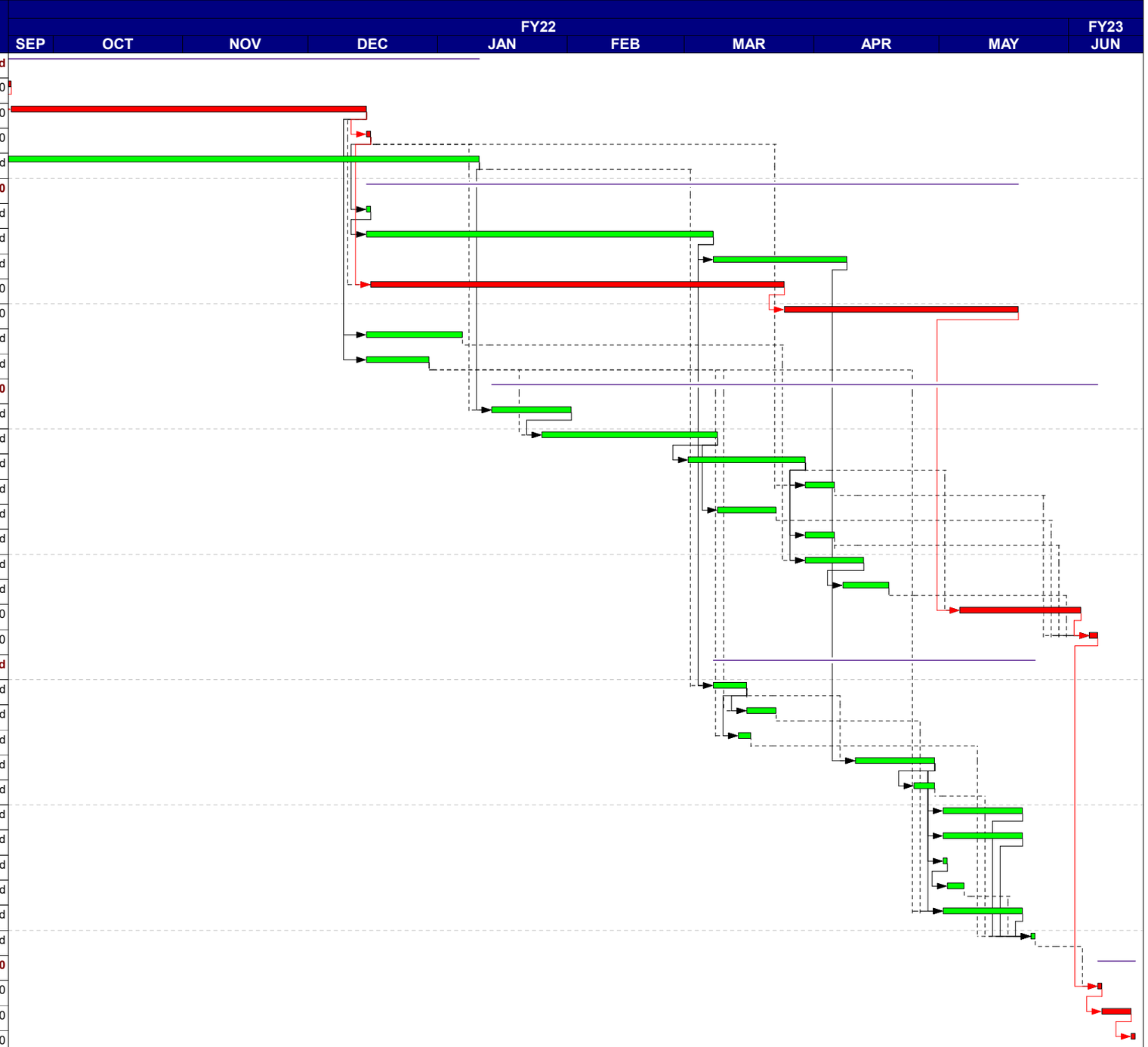
Master Project Schedule

TAB 7 – Master Project Schedule

Project Schedule

A preliminary summary level schedule for the **GMP Bid Package 2** is attached.

Activity ID	Description	Original Duration	Early Start	Early Finish	Total Float
500	**Design/Pre-Construction**	**78 ***	**09/20/21**	**01/10/22**	**27d**
501	Start	1	09/20/21	09/20/21	0
502	Approve GMP 2	60	09/21/21	12/14/21	0
508	NTP GMP 2	1	12/15/21	12/15/21	0
510	Building Permit	78	09/20/21	01/10/22	27d
600	**Submittals and Procurment**	**110 ***	**12/15/21**	**05/19/22**	**0**
601	Procure PEMB	1	12/15/21	12/15/21	11d
605	PEMB Shop Drawings	57	12/15/21	03/07/22	11d
610	Fabricate PEMB	24	03/08/22	04/08/22	11d
615	Bleacher Shop Drawings	69	12/16/21	03/24/22	0
620	Bleacher Fabrication	40	03/25/22	05/19/22	0
635	Handrail Shop Drawings	15	12/15/21	01/06/22	92d
625	Balance of Submittals	10	12/15/21	12/29/21	45d
700	**Main Arena**	**103 ***	**01/14/22**	**06/07/22**	**0**
705	Demolition	13	01/14/22	02/01/22	27d
710	Concrete Flatwork	30	01/26/22	03/08/22	27d
715	Concrete Stem Wall	20	03/02/22	03/29/22	27d
720	Concrete Curb	5	03/30/22	04/05/22	43d
725	Sidewalk with Flume	10	03/09/22	03/22/22	53d
730	Cowboy Dirt	5	03/30/22	04/05/22	43d
735	Install Rails	10	03/30/22	04/12/22	34d
740	Paint Rails	7	04/08/22	04/18/22	34d
745	Install Bleachers	21	05/06/22	06/03/22	0
750	Final Clean	2	06/06/22	06/07/22	0
800	**Rebuild Collapsed Roof**	**55 ***	**03/08/22**	**05/23/22**	**11d**
805	Drill and Install Anchor Bolts	6	03/08/22	03/15/22	29d
810	Drill and Install Dowels	5	03/16/22	03/22/22	39d
815	Install Bollards	3	03/14/22	03/16/22	58d
820	Erect PEMB / Insullation / Roof	15	04/11/22	04/29/22	11d
825	Install Interior Work	5	04/25/22	04/29/22	26d
827	Electrical and Fixtures	15	05/02/22	05/20/22	11d
828	Fire Protection	15	05/02/22	05/20/22	11d
830	Replace Wall Panels	1	05/02/22	05/02/22	21d
835	Install Perforated Panels	4	05/03/22	05/06/22	21d
840	Construct Masonry Column Covers	15	05/02/22	05/20/22	11d
845	Final Clean	1	05/23/22	05/23/22	11d
900	**Project Close Out**	**7 ***	**06/08/22**	**06/16/22**	**0**
910	Substantial Completion	1	06/08/22	06/08/22	0
920	Complete Punch List	5	06/09/22	06/15/22	0
955	Final Acceptance	1	06/16/22	06/16/22	0



Commissioners Court - Regular Session **43.**

Meeting Date: 12/14/2021

Approve Amendment #1 to Contract for CMAR for Expo Center Various Improvements Project between 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 approving amendment No 1 to contract for Construction Manager At Risk (CMAR) for Expo Center Various Improvements Project between Chasco Constructors Ltd, LLC reducing the original CMAR's Fee from $509,850.00 to $305,496.00, and authorizing execution of the agreement. P562

Background

Due to negotiations following execution of the contract, Chasco Constructors, Ltd, LLC and Williamson County were able to reduce the original CMAR's Fee from $509,850.00 to $305,496.00, and it has become necessary to amend Subsection 5.1.1 of the contract which was approved by the commissioners' court on 06.08.2021, item 44. The Construction Manager at Risk fee shall be a fixed sum of $305,496.00 which is comprised of a CMAR's Fee of $86,491.00 for Package1 improvements and a CMAR's Fee for $219,005.00 for bid package 2 improvements. The Point of Contact is Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CMAR Contract amendment 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/09/2021 05:56 AM
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:40 AM
Form Started By: Johnny Grimaldo		Started On: 12/08/2021 02:29 PM
Final Approval Date: 12/09/2021		

CONTRACT AMENDMENT NO. 1
TO
CONTRACT FOR CONSTRUCTION MANAGER AT RISK PROJECT DELIVERY
FOR
EXPO CENTER VARIOUS IMPROVEMENTS PROJECT

This Contract Amendment No. 1 to Contract for Construction Manager at Risk Project Delivery for Expo Center Various Improvements Project ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Chasco Constructors, Ltd., L.L.C. (the "CMAR").

RECITALS

WHEREAS, the County and the CMAR previously executed that certain Contract for Construction Manager at Risk Project Delivery for Expo Center Various Improvements Project (the "Contract"), being dated effective June 9, 2021, wherein CMAR agreed to perform construction manager at risk services in connection with various improvements to the Williamson County Exposition Center ("Project");

WHEREAS, due to negotiations following execution of the Contract, the parties were able to reduce the original CMAR's Fee from $509,850.00 to $305,496.00 and it has become necessary to amend Subsection 5.1.1 of the Contract; and

WHEREAS, it has become necessary to modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the CMAR agree that the Contract is amended and modified as follows:

I. Subsection 5.1.1 – CMAR's Fee shall be amended as follows:

5.1.1 CMAR's Fee:

CMAR's Fee shall be a fixed sum of Three Hundred Five Thousand Four Hundred Ninety-Six Dollars ($305,496.00), which is comprised of a CMAR's Fee of Eighty-Six Thousand Four Hundred Ninety-One Dollars ($86,491.00) for Bid Package 1 improvements and a CMAR's Fee of Two Hundred Nineteen Thousand Five Dollars ($219,005.00) for Bid Package 2 improvements, which include the following:

.1 CMAR's fees for construction phase services other than for self-performed construction work;

.2 CMAR Overhead and Profit;

.3 Rental charges and repair assessments for temporary facilities and rental equipment, and not customarily owned by construction workers that are provided by CMAR at the site and costs of transportation, installation, minor repairs, dismantling, and removal;

.4 Office Expenses

Courier Service, postage, expressage;

.5 Temporary Utilities

Mobilization and demobilization, electric service (including field office trailers), water service (including field office trailers), sanitary holding tank and portable toilets, gas, heat and ventilation, construction facilities and services, construction fencing, storage trailers, dewatering (not including subsurface water intrusion), weatherization, winterization, fire protection, IT, site lighting, construction roads, temporary construction parking, clean-up, dumpsters, signage, safety, audit, record storage;

.6 Taxes, Insurance, and Fees

Worker's compensation insurance, builder's risk insurance, insurance deductibles, liability and property insurance for the project, automobile insurance, performance and payment bonds, legal fees, preconstruction phase services fee, construction phase services fee, overhead and profit;

.7 Construction Management Labor

Payroll tax fringes, construction management labor (except for self-performed work), badging, drug testing, safety officer, QA/QC manager, senior project manager, project manager, project engineer, senior superintendent, superintendent, vehicles and fuel for supervisory personnel;

.8 General Construction Debris Removal

Costs of removal of general construction debris from the site of the Work and its proper and legal disposal;

.9 Construction Survey Layout

Layout crew and licensed survey layout;

.10 Project Close-out

Close-out documents, as-built drawings, product warranties, commissioning assistance, and turnover management.

II. Terms of Contract Control and Extent of Amendment No. 1

All other terms of the Contract and any prior amendments thereto, if any, which have not been specifically amended herein shall remain the same and shall continue in full force

and effect.

III. IN WITNESS WHEREOF, the County and the CMAR have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

CMAR:

Chasco Constructors, Ltd., L.L.C.

By: _____

Printed Name: Charles J. Glace, Jr.

Title: Presicent

Date: December 8, 2021

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

Commissioners Court - Regular Session **44.**

Meeting Date: 12/14/2021

Approve Award of RFP #22RFP32 RFP Overhead Door Annual Preventative Maintenance Service with The Door Company for Facility Maintenance

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #22RFP32 for Overhead Door Annual Preventative Maintenance Service to The Door Company with the Request for Proposal and The Door Company's submittal serving as the contracting documents.

Background

The Purchasing Department issued 174 RFP notifications, 10 firms downloaded documents of which 1 submitted a proposal. This is for annual preventative maintenance services for Williamson County building rolling doors, counter shutters and automatic door full maintenance services for automatic door systems (single, sliding, and swing doors) and Annual American Association of Automatic Door Manufacturer Inspections at Williamson County owned premises. This term shall take effect January 1, 2022 and continue until September 30, 2024 with possibility of four (4) - twelve (12) month optional renewals. Estimated amount for FY22 is $56,785.00. Funding Source FY22: 00100.000509.004500 is for the PM service contract, 00100.00509.004510 is for any repairs. Shantil Moore is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22RFP32 Solicitation

The Door Company Submittal Response

Recommendation Letter

Scoresheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/09/2021 05:50 AM
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:41 AM
Form Started By: Johnny Grimaldo		Started On: 12/08/2021 02:45 PM
Final Approval Date: 12/09/2021		

Specifications

Proposal Specifications

INTRODUCTION:

Williamson County is seeking an overhead door contractor for annual preventative maintenance services for Williamson County building rolling doors, counter shutters, and Automatic Door Full Maintenance Services for overhead door systems (single, sliding, and swing doors) and American Association of Automatic Door Manufacture Inspections at Williamson County owned premises. This RFP is being completed for Facilities Department of Williamson County who is responsible for completing and overseeing automatic door maintenance repairs in Williamson County premises.

SCOPE:

This scope of work establishes the minimum requirements for providing overhead door annual preventative maintenance service and installation to Williamson County. The Contractor shall fully and timely provide all deliverable described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State and local applicable laws, standards, rules, and regulations. Contractor shall provide all labor, materials, equipment, and mobilization to complete the services for Williamson County. Non- emergency scheduled work hours are 6 am to 6 pm Monday through Friday, excluding Williamson County observed holidays. All approved emergency work requests will be scheduled accordingly by the Williamson County Contracts Administrator or designee.

GENERAL INFORMATION:

This method allows qualified respondents to submit a written proposal addressing pricing, qualifications, capacity to service Williamson County facilities, availability, approach, experience, and additional factors that will be used to ensure successful accomplishment of the requirements set forth herein. Williamson County will review, compare, and evaluate responses based on the criteria and weights identified in this RFP. It is Williamson County's intent to establish a qualified contractor to provide overhead door preventative maintenance services at various premises within Williamson County on an Annual basis. Williamson County intends to use the

established contract, while reserving the right to obtain service from other sources, if applicable, or perform the service in-house.

CONTRACT TERM:

Initial Contract Term: Services shall be for a period beginning on Date of Award and shall expire on or before September 30, 2024.

Renewal Options: If applicable, at the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the 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 for up to an additional forty-eight (48) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of seventy- two (72) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

Contractor(s) may request a change to its hourly billing rates, in writing, a minimum of ninety (90) days prior to renewal for Williamson County's consideration.

Quantities: Unless this RFP states otherwise, the resulting contract award does not guarantee volume or a commitment of funds.

INQUIRIES:

The sole point of contact for inquiries concerning this solicitation is:

Williamson County Purchasing Specialist

Email address: johnny.grimaldo@wilco.org

Subject: RFP Williamson County Overhead Door Annual Preventative Maintenance Service

All communications relating to this solicitation shall be directed to the Williamson County contact person named above. All other communications between a respondent and Williamson County agency staff concerning this solicitation are prohibited. In no instance is a respondent to discuss cost information contained in a response with the Williamson County point of contact or any other staff prior to response evaluation. Failure to comply with these requirements may result in response disqualification.

TECHNICAL CONTACT:

Senior Director of Facilities or Designee, Williamson County, 3101 SE Inner Loop, Georgetown, TX 78626 shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

PRE-PROPOSAL MEETING:

Pre-Proposal conference is scheduled for:

Date: Wednesday, November 10rd

Time: 9:30 am

Address:

Georgetown Annex

Room: Purchasing Training Room – P104A

100 Wilco Way

Georgetown, TX 78633

Attendance at the one (1) scheduled pre-proposal conference is NOT mandatory. Respondents are highly encouraged to attend as important information regarding proposal requirements and details of the projects may be discussed in detail. Please do not be late to the pre-proposal conference.

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Definitions, Terms and Conditions, Instructions and General Requirements

Definitions

Below are the definitions that will be used throughout the proposal.

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

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

Buyer - means the designated Williamson County Purchasing contact.

Contract - means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

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

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

Executive Summary - means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents - means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal - means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of

Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent - means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) - means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent- means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

Terms and Conditions

VENUE AND GOVERNING LAW

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

INCORPORATION BY REFERENCE AND PRECEDENCE

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

-The RFP and its Addenda (if applicable); and
-The Respondent's Proposal

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

-The terms and conditions of the Ensuing Agreement;
-The RFP and its Addenda; and
-The Respondent's Proposal.

OWNERSHIP OF PROPOSAL

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

DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the

antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

IMPLIED REQUIREMENTS

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

TERMINATION

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

Termination for Convenience: The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises

its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

NON-PERFORMANCE

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

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

PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

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

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

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict

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

RIGHT TO AUDIT

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary 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 the Successful Respondent reasonable advance notice of intended audits.

TESTING AND INSPECTIONS

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

PROPOSAL PREPARATION COSTS

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

INDEMNIFICATION

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

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

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise. In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

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

WAIVER OF SUBROGATION

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

RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

SOLE PROVIDER

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

FORCE MAJEURE

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

SEVERABILITY

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

EQUAL OPPORTUNITY

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

NOTICE

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

The County:

Williamson County Purchasing Department
Attn: Purchasing Agent
100 Wilco Way, Suite P101 (**Suite number must be clearly marked**) Georgetown, Texas 78626

The Respondent:

Address set out in Respondent's Transmittal Letter

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

SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended,

and the services and/or goods subject hereof are being secured for use by the County.

COMPLIANCE WITH LAWS

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

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

NO WAIVER OF IMMUNITIES

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

NO WAIVER

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

CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall

have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

BINDING EFFECT

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

ASSIGNMENT

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

SAFETY

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

GENERAL OBLIGATIONS AND RELIANCE

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

CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of the Proposal specifications, terms, and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

ENTIRE AGREEMENT

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

SURVIVABILITY

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

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

PAYMENT

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

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 (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

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

1. The County Contract, Purchase Order.

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

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

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

Payment inquiries should be directed to the following address:

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

CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional agreement containing terms necessary to ensure compliance with the RFP and Respondent's proposal.

LEGAL LIABILITY INFORMATION

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

CONFIDENTIALITY

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

information at all times.

INCLEMENT WEATHER

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

AIR QUALITY

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

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

COOPERATIVE PURCHASING PROGRAM

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

PREVAILING WAGE RATES – TEXAS GOVERNMENT CODE, CHAPTER 2258

1. Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the “Prevailing Wage Schedule”, as defined in **Paragraph 2** below. The specified wage rates are minimum rates only and are not representations that qualified labor adequate to perform the Work is available

locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by the Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b) A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

2. Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

3. Penalty for Violation. The Contractor and any subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to **Paragraph 2** above. The Contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in

connection with the Work and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

4. Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

5. Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

6. Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

7. Prevailing Wage Retainage. Money retained pursuant to these Prevailing Wage Rate Provisions shall be used to pay the claimant or claimants the difference between the

amount the worker received in wages for labor on the Project at the rate paid by the Contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement, or the arbitration award as provided under the Contract Documents for the Project.

8. No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in under the Contract Documents for the Project.

9. Contractor Defined. For purposes of the above stated Prevailing Wage Rate Provisions, the term "Contractor" shall mean and include the Successful Bidder or Successful Respondent, whichever the case may be for the particular solicitation.

10. Owner Defined. For purposes of the above stated Prevailing Wage Rate Provisions, the term "Owner" shall mean and include Williamson County or County.

11. Contract Defined. For purposes of the above stated Prevailing Wage Rate Provisions, the term "Contract" shall mean and include the ensuing agreement or contract awarded as a part of this solicitation.

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. 21.027) WHERE FUNDING MANDATES LEGAL COMPLIANCE:

1.

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.

3.

4.

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.

6.

7.

8.

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.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award

term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made

available by state and local governments or instrumentalities or agencies thereto.

10.

11.

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.

14.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15.

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.

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.

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 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 applies 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 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.

Instructions and General Requirements

ACKNOWLEDGEMENT

By submitting a response to this solicitation, the Respondent acknowledges the specifications and requirements herein. The terms and conditions of the solicitation document shall govern unless specifically provided for otherwise in a separate agreement or on the face of a purchase order. It is the sole responsibility of respondents to stay apprised of changes or addendums to the solicitation.

REJECTION OR ACCEPTANCE

The County reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the County.

Any acceptance to or additional terms and conditions attached to the response will not be considered unless respondent specifically and clearly references them on the front of the solicitation response document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.

The County reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the County.

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

https://wilco.bonfirehub.com/portal/?tab=pastOpportunities

COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Solicitation describes the requirements and the solicitation format in sufficient detail to secure comparable solicitations. Failure to comply with all provisions of the solicitation may, at the sole discretion of the County, result in disqualification.

AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

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

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

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

SILENCE OF SPECIFICATIONS

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

AUTHORIZATION OF RESPONDENT

Respondent shall be an individual who is authorized to bind the proposal contractually.

1. If the respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided.

2. If the respondent is a General Partnership, the true name of the firm shall be provided.

3. If the respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided.

4. If the respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall be provided.

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

ASSUMED BUSINESS NAME

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

ECONOMY OF PRESENTATION

Responses should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the solicitation. Such exhibits shall be clearly marked with the applicable reference number of the question in the Solicitation.
Solicitations must address the technical requirements as specified in the solicitation. All questions posed by the Solicitation must be answered concisely and clearly. Reponses that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

SOLICITATION OBLIGATION

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

EVALUATION AND AWARD

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

reliability of the source.

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

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

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

1. Price.

2. The Respondent's experience and reputation.

3. Quality of the Respondent's goods and/or services.

4. The Respondent's safety record.

5. The Respondent's proposed personnel.

6. The Respondent's financial capabilities; and

7. Any other relevant factors specifically listed in this solicitation or authorized by law.

CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

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

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

WITHDRAWAL OF SOLICITATION

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

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

RESPONSIBILITY

It is expected that a prospective Respondent will be able to affirmatively demonstrate

responsibility. A prospective Respondent should be able to meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required.

2. Be able to comply with the required or proposed delivery schedule.

3. Have a satisfactory record of performance that can be determined thru references provided; and

4. Be otherwise qualified and eligible to receive an award.

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

FIRM PRICING

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

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

PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is

issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

SOLICITATION SUBMITTAL DEADLINE

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

ETHICS

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

DELIVERY OF RESPONSES

It is preferred that responses be submitted electronically through Bonfire; however, Respondents may submit a hard copy (if preferred). Please be aware that submitting responses electronically is a convenience to the Respondent. Williamson County takes no responsibility for any third-party system interruption potentially causing late delivery of respondent's submittal.

If mailed or delivered in person, responses and addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in this solicitation, to:

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

Suite Number must be clearly marked on the envelope to ensure delivery to the proper mailbox. Also, all respondents should list their Name and Address, and the Date of the Solicitation opening on the outside of the box or envelope and note "Sealed Solicitation Enclosed." Williamson County will not accept any responses after the submittal deadline and shall return such responses unopened to the respondent. The County will not accept any responsibility for solicitations being delivered by third party carriers.

Solicitations will be opened publicly in a manner to avoid public disclosure of contents. Only names of Bidders will be read aloud, and no pricing will be announced at the opening.

EX PARTE COMMUNICATION

Please note that to ensure the proper and fair evaluation of a response to a solicitation, the County prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to any Elected Official/Department Head, County Employee or Committee Member evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible by the means established in the solicitation until the day and time specified as the deadline for questions. Any communication between Respondent and the County after the deadline for questions will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation then in evaluation. If a Respondent violates these provisions more than once in a three (3) year period, the Purchasing Officer may debar the Respondent from the sale of goods or services to the County for a period not to exceed three (3) years.

Additional Stipulations

Additional Stipulations

Introduction

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

Price Proposal

The Respondent must utilize the price sheet form as provided in this RFP. The Price Proposal should be included in each copy of the Proposalif submitted in paper form.

Note: Any reworked version of the price sheet that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, atthe County's sole discretion, result in the Respondent's disqualification.

Technical Contact

The person identified as Williamson County's Technical Contract will have designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department,will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

Initial Contract Term

As listed within this RFP

Contract Extensions (if applicable)

If applicable, at the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems tobe in the best interest of the County. The extension may be negotiated if renewal indicationsare provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions.However, the 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 for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of sixty (60) months. The extension of the contractis contingent on

the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

Insurance Requirements

By signing the submittal, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent 's cost, insurance in accordance with this provision. Respondent will be required to submit Certificates of Insurance **immediately following contract award and prior to issuance of a Purchase Order.**
All certificates of insurance coverage as specified below must be provided to the followingLocation and should include the RFP number and description:

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

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

Successful Respondent must comply with the following insurance requirements at alltimes during this Contract:
Coverage Limits. Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Respondent, at Successful Respondent's sole cost, shall purchaseand maintain during the entire term while the Contract and any ensuing Agreement(s)is in effect the following insurance:

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

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

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

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

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

Certification of Coverage. Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.**

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

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

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

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

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

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

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

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

Evaluation Selection Criteria

Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, andfurther helps the County in receiving the services listed in the RFP.

Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character, responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."

Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews withmembers of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may notinclude previous scores from Respondent's Proposal.

Mandatory Criteria

Minimum requirements must be passed in order to be considered for scoring.

Graded Evaluation Factors

The following graded evaluation factors will be used to determine how well a Respondent(s) meet(s) the desired performance.

Williamson County will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Williamson county may select some of the respondent proposals for finalist presentations. Criteria to be evaluated will include but are not limited to the items listed below:

Acceptable Documentation and Company Information – Attachment C
Including, but not limited to the following:
company description;
ownership information;
physical and mailing address;
other company locations/offices;
primary contact;
and office, mobile telephone number(s) and email of company's primary contact.
Contractors shall fully complete and submit Attachment B – Company Profile to comply with this requirement.

QUALIFICATIONS AND EXPERIENCE: Demonstrated ability to provide products and services including Past Performance and References. Financial stability of the firm. Offeror is properly licensed/certified to provide products and services.

FIANCIAL DISCOSURE: History of company, including length of time company has been in business, certification, license,

COMPENSATION AND FEES: <30 pts>
Respondents may not add qualifications, conditions, exceptions, variations or additional items to the proposal, or otherwise modify the pricing structure of the RFP in any manner. Any such modifications will not be considered for evaluation, and may be cause for rejection of the proposal, at the full and

sole discretion of Williamson County.

LITIGATION HISTORY: <P/F>
Provide details of all litigation history, including but not limited to administrative claims and proceedings and arbitration within the past five (5) years.
Respondents involved in litigation, depending upon the circumstances of the litigation, may be disqualified at the sole discretion of Williamson County.

REFERENCES: <15 pts>
Include a minimum of three (3) references from clients for whom similar services were performed or products were provided.
Include project description, contact names, position, company name, telephone number, and email address for each reference.

VALUE ADDED SERVICES: <20>
Training and other services offered that add value to Williamson County utilizing the contract.

RESPONSIVENESS: <10>
Offeror's overall responsiveness and ability to provide all information requested, comply with terms and conditions, and clearly stating and understanding the scope of work.

PRODUCTS, SERVICES AND SOLUTIONS OFFERED: <5>
Overall range of products and ability to meet needs of Williamson County.

CONTRACTORS QUALIFICATIONS: <25 pts>
Attachment D – Past Projects, submit a minimum of three (3) and a maximum of five (5) projects completed, within the past five (5) years by your organization. List the projects in order of priority, with the most relevant project first.

Interviews

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and Final Offer may be requested from any Respondents scheduled for interviews.

Additional Evaluation Information

The County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/datain a convincing manner to the County to assure all of the terms, conditions and expectations **for** satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. The Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

Executive Summary

1. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

2. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project.

3. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

22RFP32 - RFP Overhead Door Annual Preventative Maintenance Services

Project Overview

Project Details	
Reference ID	22RFP32
Project Name	RFP Overhead Door Annual Preventative Maintenance Services
Project Owner	Johnny Grimaldo
Project Type	RFP
Department	Facilities Maintenance
Budget	$0.00 - $0.00
Project Description	Williamson County is seeking an overhead door contractor for annual preventative maintenance services for Williamson County building rolling doors, counter shutters, and overhead Door Full Maintenance Services for automatic door systems (single, sliding, and swing doors) and American Association of Automatic Door Manufacture Inspections at Williamson County owned premises. This RFP is being completed for Facilities Department of Williamson County who is responsible for completing and overseeing automatic door maintenance repairs in Williamson County premises.
Open Date	Oct 19, 2021 4:00 PM CDT
Close Date	Nov 17, 2021 3:00 PM CST

Highest Scoring Supplier	Score

Seal status

Requested Information	Unsealed on	Unsealed by
Please submit a MINIMUM of 3 references. Reference must include the following: • Company Name • Contact Person • Phone Number • Email Address • Description of goods provided/services performed. Do not include Williamson County or any Williamson County employees as references.	Nov 17, 2021 3:00 PM CST	Johnny Grimaldo
SIMILAR CONTRACTS: Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.	Nov 17, 2021 3:00 PM CST	Johnny Grimaldo
CANCELLED OR TERMINATED CONTRACTS: If Applicable, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.	Nov 17, 2021 3:00 PM CST	Johnny Grimaldo
Upload Signed Conflict of Interest Questionnaire	Nov 17, 2021 3:00 PM CST	Johnny Grimaldo
Upload proposal submittal	Nov 17, 2021 3:00 PM CST	Johnny Grimaldo

Upload Response to the Executive Summary of this RFP	Nov 17, 2021 3:00 PM CST	Johnny Grimaldo
Name of Individual or Business Entity, Address of Individual or Business Entity, Type of Business Entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.), Place of incorporation or organization	Nov 17, 2021 3:00 PM CST	Johnny Grimaldo
CERTIFICATION: The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.	Nov 17, 2021 3:00 PM CST	Johnny Grimaldo
NON-COLLUSION: I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person(s) engaged in the same line of business prior to the official opening of this Proposal and that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person(s) to submit a Proposal.	Nov 17, 2021 3:00 PM CST	Johnny Grimaldo
COOPERATIVE PURCHASING: PROGRAM Please select Yes or No. By selecting Yes the Respondent is agreeing to offer	Nov 17, 2021 3:00 PM CST	Johnny Grimaldo

the quoted prices to all authorized entities during the term of the County's contract. By selecting No the Respondent is stating they will not offer the quoted prices to all authorized entities. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.		

Public Notices

Attachment C has been updated.

Johnny Grimaldo, Nov 09, 2021 8:37 AM CST
Attachment C has been updated to include: The only change made to the attachment was the new address for Medic 14. The new address is 221 Sundance Parkway, Round Rock, TX, 78681.

Pre-Solicitation Conference Sign In Sheet 11.10.2021

Johnny Grimaldo, Nov 15, 2021 4:14 PM CST
Please see attached.

Virtual live solicitation opening

Johnny Grimaldo, Nov 17, 2021 1:55 PM CST
Please use the attached link to attend today's live virtual opening.

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
The Door Company	Nov 17, 2021 1:49 PM CST	Clint Jones	TheDoorCompany@gmail.com	MTc0Mzly

Project Criteria

Criteria	Points	Description
Company Information	Pass/Fail	
Litigation History	Pass/Fail	
Compensation and Fees	30 pts	
References	15 pts	
Value Added Services	20 pts	
Responsiveness	10 pts	
Products, Services, and Solutions Offered	5 pts	
Contractor Qualifications	25 pts	
Total	**105 pts**	

Scoring Summary

Active Submissions

	Total	Company Information	Litigation History	Compensation and Fees	References
Supplier	**/ 105 pts**	**Pass/Fail**	**Pass/Fail**	**/ 30 pts**	**/ 15 pts**
The Door Company	-	-	-	-	-

	Value Added Services	Responsiveness	Products, Services, and Solutions Offered	Contractor Qualifications
Supplier	**/ 20 pts**	**/ 10 pts**	**/ 5 pts**	**/ 25 pts**
The Door Company	-	-	-	-

Proposal Scores

The Door Company - Scoring Summary

Proposal Score Comments

The Door Company - Scoring Comments

Attachment G – Background Check Form

Williamson County Sheriff's Office

AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, _____, do hereby authorize a review and full disclosure of all records concerning myself to any authorized agent of the Williamson County Sheriff's Office whether the said records are of public, private or confidential nature.

The intent of this authorization is to give my consent to a full and complete disclosure of any records to include, but not limited to, full criminal history and driving records.

I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information: and I do hereby release said person(s) who may furnish such information.

_____ _____

FULL NAME **DATE OF BIRTH** **SIGNATURE** **DATE & TIME**

_____

ADDRESS

_____ _____

CITY **STATE** **ZIP** **witness signature**

_____

AREA CODE/PHONE NUMBER

_____ **and SS#**_____

Drivers License Number / State of issue

Company working for:_____ **Project: Wilco Jail Lock Repairs, Preventative Maintenance and Installation – Contact @ Facilities are: Shantil Moore and Christi Stromberg.**

Please email the completed form with a copy of the named person's driver's license to: chris.watts@wilco.org. Also, call 512-943-1407 and leave the message advising you have sent a form.

Request for Proposal Number – 22RFP32

Overhead Door

Annual Preventative Maintenance and

Emergency Services

for

Williamson County, Texas

WILLIAMSON COUNTY – FACILIITES DEPARTMENT

3101 SE Inner Loop
Georgetown, TX 78626

Proposal Information:

Attachment A	Overhead Door Annual Preventative Maintenance Services – Statement of Work
Attachment B	Williamson County Compensation and Fees
Attachment C	Williamson County Overhead Door and Fees
Attachment D	Contractors Company Profile
Attachment E	Contractors Past Projects with Corresponding References
Attachment F	Williamson County Buildings and Department List
Attachment G	Williamson County Sheriff's Office – Authorization for Release of Personal Information

STATEMENT OF WORK

1. INTRODUCTION:

1.1. Williamson County is seeking an overhead door contractor for annual preventative maintenance services for Williamson County building rolling doors, counter shutters, and Overhead Door Full Maintenance Services for overhead door systems (single, sliding, and swing doors) and American Association of Automatic Door Manufacture Inspections at Williamson County owned premises. This RFP is being completed for Facilities Department of Williamson County who is responsible for completing and overseeing automatic door maintenance repairs in Williamson County premises.

2. SCOPE:

2.1. This scope of work establishes the minimum requirements for providing overhead door annual preventative maintenance service and installation to Williamson County. The Contractor shall fully and timely provide all deliverable described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State and local applicable laws, standards, rules, and regulations. Contractor shall provide all labor, materials, equipment, and mobilization to complete the services for Williamson County. Non-emergency scheduled work hours are 6 am to 6 pm Monday through Friday, excluding Williamson County observed holidays. All approved emergency work requests will be scheduled accordingly by the Williamson County Contracts Administrator or designee.

3. GENERAL INFORMATION:

3.1. This method allows qualified respondents to submit a written proposal addressing pricing, qualifications, capacity to service Williamson County facilities, availability, approach, experience, and additional factors that will be used to ensure successful accomplishment of the requirements set forth herein. Williamson County will review, compare, and evaluate responses based on the criteria and weights identified in this RFP.

3.2. It is Williamson County's intent to establish a qualified contractor to provide overhead door preventative maintenance services at various premises within Williamson County on an Annual basis. Williamson County intends to use the established contract, while reserving the right to obtain service from other sources, if applicable, or perform the service in-house.

4. CONTRACT TERM:

4.1. Initial Contract Term: Services shall be for a period beginning on Date of Award and shall expire on or before September 30, 2024.

4.2. Renewal Options: If applicable, at the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the 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 for up to an additional forty-eight (48) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of seventy-two (72) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

4.2.1. Contractor(s) may request a change to its hourly billing rates, in writing, a minimum of ninety (90) days prior to renewal for Williamson County's consideration.

4.3. Quantities: Unless this RFP states otherwise, the resulting contract award does not guarantee volume or a commitment of funds.

5. INQUIRIES:

5.1. The sole point of contact for inquiries concerning this solicitation is:
- 5.1.1. Williamson County Purchasing Specialist
- 5.1.2. Desk Phone Number: Johnny Grimaldo
- 5.1.3. Email address: 512-943-1553
- 5.1.4. Subject: RFP Williamson County Overhead Door Annual Preventative Maintenance Service

5.2. All communications relating to this solicitation shall be directed to the Williamson County contact person named above. All other communications between a respondent and Williamson County agency staff concerning this solicitation are prohibited. In no instance is a respondent to discuss cost information contained in a response with the Williamson County point of contact or any other staff prior to response evaluation. Failure to comply with these requirements may result in response disqualification.

6. TECHNICAL CONTACT:

6.1. Senior Director of Facilities or Designee, Williamson County, 3101 SE Inner Loop, Georgetown, TX 78626 shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

7. PRE-PROPOSAL MEETING:

7.1. **Pre-Proposal conference** is scheduled for:
- 7.1.1. Date: Wednesday, November 10rd
- 7.1.2. Time: **9:30 am**
- 7.1.3. Address:
  - 7.1.3.1. Georgetown Annex
  - 7.1.3.2. Room: Purchasing Training Room – P104A
  - 7.1.3.3. 100 Wilco Way
  - 7.1.3.4. Georgetown, TX 78633
- 7.1.4. Attendance at the one (1) scheduled pre-proposal conference is **NOT** mandatory. Respondents are highly encouraged to attend as important information regarding proposal requirements and details of the projects may be discussed in detail. Please do not be late to the pre-proposal conference.

8. ESCORTED WILLIAMSON COUNTY FACILITY ACCESS:

8.1. Access to the following Williamson County facilities after award of contract requires escort. Contractor personnel may be required to provide complete identification for all contractor service representatives at the following restricted and escorted facilities prior to or at time of service being performed under this contact. Facilities under this requirement include, but are not limited to:
- 8.1.1. Detention Center, Jail, Treatment and ESOC Premises:
  - 8.1.1.1. JJC
  - 8.1.1.2. SO/Jail
  - 8.1.1.3. CTTC
  - 8.1.1.4. ESOC
  - 8.1.1.5. SOTC
  - 8.1.1.6. CJIS Areas

8.2. Submitted identification, that will become a permanent part of the file records, shall include but not limited to:
- 8.2.1. A photocopy of valid Government Issued Identification
- 8.2.2. Company Identification

8.3. Upon entering and leaving any Williamson County premises, Contractor's service representative may be required to sign in and out at receptionist desk or with the Authorized personnel.
8.4. Contractor's service representative shall log all service work and upon completion of all the work that was performed, Contractor's service representative must certify that the work was completed by obtaining the signature of the Authorized personnel.
8.5. Contractor should be aware that special rules and regulations may apply to work performed at the Williamson County escorted premises and should attempt to become familiar with all applicable procedures.

9. CONTRACT ADMINISTRATION RESPONSIBILITY:

9.1. Williamson County shall provide a designated "Contracts Administrator" for the Contract who will serve as the point of contact between Williamson County and the Contractor.
9.2. Schedule reasonable arrangements to make Williamson County facilities available to the Contractor for the performance of service under this contract.
9.2.1. Arrangements include providing a Williamson County personnel contact to escort Contractor personnel performing the scheduled services to restricted or locked area on Williamson County premises.
9.3. Respond to Contractor's request to alter service dates and time within 72 business hours from receipt of request.

9.3.1. Decide any and all questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work.
9.3.2. Determine the amount of work performed and materials furnished which are to be paid under this Contract. Failure of the Contract Administrator or designee during the progress of the Contract, to:
9.3.2.1. Discover, discuss and/or reject unacceptable work;
9.3.2.2. Discover and discuss work not in accordance with the contract;
9.3.2.3. Failure to exercise any remedies in connection therewith, shall not be deemed an acceptance thereof, nor a waiver, of Williamson County's right to full performance of the contract.

9.4. Williamson County will furnish no materials, labor, equipment or facilities unless otherwise provided in the Scope of Work Order Ticket.

9.5. **PROGRAM EVALUATION**:

9.5.1. Williamson County Contract Administrator or designee will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes, as are necessary.
9.5.2. Contractor shall take prompt action to correct all identified deficiencies.

9.6. **SCOPE OF WORK ORDER TICKET CHANGES**:

9.6.1. Williamson County Contract Administrator or designee shall make changes within the scope of this contract at any point in time.
9.6.2. Any change must be implemented within thirty (30) business days from the date of receipt by the Contractor of the notification. Any change in pricing, rather increase or decrease, must be provided in writing to the Williamson County Contract Administrator or designee and must receive approval in writing before Contractor makes pricing change(s).
9.6.3. Williamson County Contract Administrator or designee will attempt to provide awarded Contractor with at least 30 days' notice of new address in the event of office relocation or closure of premises. The effective date of any addition or deletion will be no later than five (5) business days after receipt of Williamson's County's written notification of said addition or deletions.
9.6.4. Williamson County Contract Administrator or designee reserves the right, in its sole discretion, to add or delete service locations during the period covered by any resulting contract(s).

10. SCHEDULES:

10.1. The schedules for all approved work shall be approved by the Contract Administrator or designee. All schedules must be submitted and approved fifteen (15) days prior, if applicable, may only be altered at the discretion of the Contract Administrator or designee.

10.2. All maintenance services and installation shall be conducted during established business hours, on approved weekends or approved Williamson County holidays.

10.3. Visual inspections, troubleshooting, maintenance repair, or installation that will not interfere with day-to-day business operations in the facilities may be conducted during normal business hours.

10.4. **Emergency Services:**

10.4.1. Contractor shall provide twenty-four (24) hour emergency service contact number(s) and name(s) in case of any urgent issue that may arise. All Emergency service calls response time shall be within four (4) hours.

10.4.1.1. Emergency service calls shall be given priority. An emergency service call is when the situation meets one of the following criteria:

10.4.1.1.1. the entrance is unsafe;

10.4.1.1.2. a door cannot be closed and secured and causes a security problem;

10.4.1.1.3. a door cannot be opened safely; or

10.4.1.1.4. the safety mat or hold door open device is inoperative.

10.5. **Service Hours:**

10.5.1. Service shall be made available to Williamson County 365 days per year, 24 hours per day. All services performed under this Contract shall be performed between the hours of 6:00 am and 6:00 pm unless other arrangements are made in advance with the Contract Administrator or designee. No premium charges will be paid for any off-hours work.

10.6. **Business Hours** at a minimum, shall be work performed between 6:00 am and 6:00 pm Monday through Friday, unless hours are extended by Contractor in the offer as agreed upon in the awarded contract.

10.7. **After Hours Service** shall be work performed after 6:00 pm and before 6:00 am.

10.8. **Weekend and Holiday** shall be work performed during Saturday, Sunday or during any Williamson County approved holiday.

10.9. Williamson County Holidays: Holidays observed by Williamson County are listed at http://www.wilco.org/Residents/County-Holidays or by obtaining a list from the Williamson County Contracts Administrator or designee. Williamson County does not specifically require the Contractor to work on these holidays but does require the Contractor to fulfill the requirements of the contract. If this requires the Contractor to work on holidays observed by Williamson County or the Contractor, then Contractor shall fulfill obligations at no additional expense to Williamson County.

11. CONTRACTOR'S RESPONSIBILITIES:

11.1. Contractor shall perform annual preventative maintenance services to maintain Williamson County rolling steel doors, counter shutters, and garage gate, which includes all labor, supervisor, and supplies required to complete the full services and all inspections.

11.2. Contractor shall provide annual preventative maintenance service to include American Association of Automatic Door Manufacture (AAADM) inspections, on all Williamson County automatic door systems (single sliding, bi-part sliding, and single swing) that vary in make and model. Reference Attachment B, Compensation and Fee Schedule and Attachment B, Overhead Door and Fees.

11.3. Contractor shall provide turnkey services in accordance with requirements specified herein and the resulting contract(s) and adhere to Williamson County's Terms and Conditions.

11.4. Contractor shall provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the contract.

11.5. Contractor is responsible for all costs incurred in the performance of the contract.

11.6. Contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the service requested herein, and shall obtain such permits, licenses or other authorizations, if applicable.

11.7. Contractor shall follow relevant safety rules and conduct the work in a safe manner.

11.8. Contractor shall be prepared and equipped to provide services in a timely manner and on relatively short notice or in accordance with the request for Scope of Work Order Ticket so as to enable Williamson County to meet critical, and at time, unpredictable, time deadlines and schedules.

11.9. Contractor agrees to comply with all terms and conditions contained in this solicitation and resulting contract(s).

11.10. Contractor agrees to conduct all services under this contract by and through appropriate communications with the Contracts Administrator or designee. No work, installation or other services shall be undertaken by contractor except with the prior written direction of the Contracts Administrator or designee. Contractor understands and agrees that work, installation or any other service performed without the prior written direction of Williamson County's Contracts Administrator or designee is work outside the scope of this contract and shall be performed exclusively at contractor's risk and own expense. Contractor agrees to employ competent personnel meeting the requirements outlined in the terms and conditions of this contract, who shall be satisfactory to Williamson County. Personnel assigned to perform services under this contract may not be reassigned without the prior written notification to, and approval from, Williamson County Contracts Administrator or designee.

11.11. Respondent agrees to maintain a branch/office within one (1) hour of Williamson County throughout the duration of this contract. If Contractor has no branch/office within the one (1) hour driving timeframe of Williamson County, one must be set up within ninety (90) days of Contract award, at no cost to Williamson County.

12. **MATERIALS:**

12.1. Contractor shall include all consumables required to keep rolling steel doors, counter shutter, garage gate, and overhead door systems that are not on full service, at full operational status.

12.2. All equipment and materials used by the Contractor shall be specifically designed for the type of door referenced and shall be in good working order and free from defects.

12.3. During the annual inspection, a list of broken or worn-out parts needed to bring any door up to full operational status including any parts or supplies (plus the percentage markup authorized on the purchase order), and labor costs shall be listed on a not to exceed quote and sent to the designated Williamson County Contract Administrator or designee via email for approval. If approved, Contracts Administrator will schedule the contractor for repair of the deficiencies. Parts that are broken or worn out that the contractor replaces shall be replaced with parts that meets or exceeds manufacture's specifications.

12.4. Contractor shall procure and maintain, at Contractors expense, all permits necessary to complete work, comply with all laws, regulations, and ordinances applicable to the performance of this contract, and pay all applicable federal, state, and local taxes resulting from such actions. Contactor shall, upon request, provide Williamson County copies of all current permits and maintain current copies on file at Williamson County throughout the term of the contract including optional renewals and extensions.

12.5. Contractor shall not make any equipment alterations or additions without prior written approval from Williamson County Contracts Administrator or designee.

12.6. If delay in work completion is foreseen, Contractor shall immediately notify the Contracts Administrator or designee. Williamson County reserves the right to extend required completion date for delivery of service at the sole discretion of Williamson County. Default in promised work completion or failure to meet specifications, authorizes Williamson County to procure services and/or supplies and materials elsewhere and charge the full increase in cost to defaulting Contractor.

12.7. Williamson County reserves the right to obtain additional proposals or quotes from contractors for projects within or outside the scope of this contract.

12.8. Contractor shall work to accomplish each job within the mutually agreed schedule.

12.9. Contractor shall at all times maintain the Williamson County premises clean and free from vendor equipment, parts, accumulation of scrap and waste materials or rubbish caused by the work under this contract. Contractor is responsible for the delay removal or disposal of all trash and debris created during performance of service under this contract. Contract shall leave the Williamson County premise in a neat and clean condition.

13. **OVERHEAD DOOR ANNUAL PREVENTATIVE MAINTENANCE REQUIREMENTS:**

13.1. Contractor shall perform annual preventative maintenance services and inspections for all of the following Williamson County rolling steel doors, counter shutter, and garage gate in include, but not limited to:

13.1.1. **Rolling Steel Doors and Counter Shutter:**

13.1.1.1. Contractor shall lubricate all points of friction, balance and align doors.
13.1.1.2. Contractor shall tighten all doo hardware.

13.1.2. **Operations:**

13.1.2.1. Contractor shall test all operating station and safety accessories such as photo eyes, bottom safety edges and take up reels/coil cords. Adjust drive chain to proper tension and set limits.
13.1.2.2. Contractor shall test doors for proper operations.

13.1.3. Automatic sliding and single swing doors Services Requirements:

13.1.3.1. Contractor shall provide annual services and annual AAADM inspections for Williamson County existing overhead door systems (single sliding, bi-part sliding, and wing) to include, but not limited to inspections, lubrications of all points of friction and checking door(s) for proper operations to include and necessary adjustments.

14. **RESPONSE TIME:**

14.1.1. Contractor shall acknowledge receipt of Williamson County's request for Work Order Proposal by electronic communication (email) within twenty-four (24) hours from receipt of request.

14.2. Contractor understands and agrees that no guaranteed minimum number of Work Authorizations or amount of work will arise from this Contract.

14.3. Upon receipt of a Work Authorization, Contractor shall respond to the Contract Administrator or designee within twenty-four (24) hours. Contractor shall perform all work under a Work Authorization within the timeframe agreed upon.

14.4. Contractor shall check in and out with the Contract Administrator to ensure that the Contract Administrator logs the commencement and completion times for the "Service Ticket", or summary list, for the services performed under a Work Authorization. Contractors shall provide the following information on the Service Ticket:

14.4.1. building name;
14.4.2. floor number;
14.4.3. name of Contractor personnel performing the work;
14.4.4. start and end worked hour;
14.4.5. itemized list of parts/material used/replaced; and
14.4.6. narrative description of what the technician found that was causing the problem(s) and what was done to correct the problem(s)

14.5. **GENERAL REQUIREMENTS:**

14.5.1. **Waste Removal:**

14.5.1.1. Contractor shall keep the premises clean on a continual basis, and no trash or debris will be permitted to accumulate in work areas. Contractor shall be responsible for removal and disposal of all debris and waste materials associated with this Contract.

14.5.2. **Security and Identification:**

14.5.2.1. Contractor shall abide by all procedures and rules as conveyed by Williamson County's Contract Administrator regarding security requirements of the property where work is to be performed.

14.5.3. **Uniforms and Protective Clothing:**

14.5.3.1. All Contractor personnel working in or around Williamson County facilities designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the performance of work.
14.5.3.2. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.
14.5.3.3. Contractor personnel shall wear clean and presentable clothing: no shorts or open toed shoes.
14.5.3.4. Contractor personnel shall display their name and Contractor identification information at all time while performing services under this contract.

14.5.4. **Transportation:**

14.5.4.1. Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on Williamson County premises.

14.5.4.2. Contractor vehicles must meet Texas Department of Transportation requirements.

14.5.4.3. Contractor shall provide and maintain proper vehicle insurance coverage as required by Williamson County.

14.5.4.4. Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Texas Department of Licensing and Regulations.

14.5.4.5. All Contractor personnel providing services under this contract must maintain licensing (in categories appropriate to the work being performed).

14.5.5. Williamson County Facilities department is responsible for providing emergency building services and equipment repair during emergency evacuation situations and requests cooperation from all contractors providing on-call services to Williamson County. During a wide-scale emergency, Contractors may be contacted to provide services and/or equipment. Contractors must agree that Williamson County's request for services will be a top priority.

15. **BILLING:**

15.1. Contractor shall submit monthly itemized invoices, including all required reports and supporting documents detailed in this contract, to the Contract Administrator for service rendered on or before the 5th business day following the end of each month. Invoices received before services are 100% completed or materials are in installed will be disputed and returned to the Contractor. No invoices will be submitted by the Contract Administrator for payment until services and materials are verified.

15.2. Invoices shall contain the following information prior to the Williamson County Contract Administrator or designee submitting for payment processing:

15.2.1. Name and address of Contractor;

15.2.2. Contractor's Texas Identification Number;

15.2.3. Contractor's invoice remittance address;

15.2.4. Itemized and detailed description of services provided; and

15.2.5. Total price for each product and/or service provided.

15.3. Williamson County fiscal year is October 1st – September 30th. Invoices for services rendered and materials installed must be paid in the appropriate fiscal year.

15.4. Contractor agrees to conduct all its services under this Contract by and though appropriate communications with Williamson County's Contracts Administrator or designee. Contractor understands and agrees that services performed, or materials provided without the prior written direction of Williamson County Contracts Administrator is work outside the approved Work Authorization and this Contract, shall be performed exclusively at Contractor's risk and own expense.

16. **SUBCONTRACTING:**

16.1. Subcontractors providing service(s) under this contract shall meet the same qualifications and service requirements and provide the same quality of services required of the Contractor.

16.2. No subcontractor under this contract shall act as the primary vendor of responsibility for the services.

16.3. The Contractor shall be the only contact for Williamson County Contracts Administrator or designee and subcontractors.

16.4. The Contractor shall manage all quality and performance, project management, and schedules for subcontractors.

16.5. Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.

16.6. Williamson County Contracts Administrator or designee retains all rights to check subcontractor's background and make determination to approve or reject the use of submitted subcontractor(s).

16.7. Any negative response may result in disqualification of the subcontractor.

16.8. Williamson County Contracts Administrator or designee retains all rights to request removal of Contractor's subcontractor staff deemed unsatisfactory by Williamson County.

16.9. Subcontracting shall be at the Contractor's expense.

17. CONTRACTOR ACCESS:

17.1. Access routes, entrance gates or doors, parking and storage areas, and other necessary Contactor access, along with any imposed time limitations shall be designated by Williamson County's Contract Administrator. Contractor shall conduct operations in strict observation of the access routes and other areas established. Under no circumstances shall any of Contractor's personnel, vehicles, or equipment enter or move upon any area not authorized by Williamson County Contract Administrator or designee for access by Contractor.

18. TRAVEL TIME:

18.1. Travel time to and from job site is not reimbursable under this Contract. Contractor shall ensure that the authorized Williamson County representative or designee logs the start and completion time on the service tickets for the services rendered. Any work not logged is subject to withholding or delay of acceptance or payment, at the sole discretion of Williamson County Contract Administrator or designee.

19. TRAINING OF WILLIAMSON COUNTY PERSONNEL:

19.1. Contractor shall provide training to Williamson County designated personnel for overhead doors, equipment, and parts installed, upon request by the Contract Administrator or designee.
19.2. Contractor shall provide hands on training to ensure staff are familiar with systems, upon request.
19.3. Contractor shall provide training to Williamson County designated personnel for materials and materials used to ensure understanding of the application process and importance of the requirements.

20. DISPOSAL OF SALVAGEABLE ITEMS:

20.1. Contracts Administrator or designee shall mark and/or otherwise inform the Contractor of any material that will be salvaged by the Williamson County. Disposal may include depositing in a central location for salvage by the Williamson County or delivery to the Williamson County's warehouse located at 301 S.E., Inner Loop, Georgetown, TX 78626 or such other location as determined by the Contract Administrator or designee.

21. TOBACCO USE:

21.1. Tobacco Free - Contractor personnel and subcontractors are prohibited from using tobacco products while performing services under this contract.
21.2. Intoxication and Drug Free - Contractor personnel and subcontractors are prohibited from the use of or possession of any kind of illegal drugs or performing any services under this contract while intoxicated.
21.3. If Contractor personnel or subcontractors are found intoxicated, using or in possession of any kind of illegal drug while on Williamson County premises or performing services under this contract, it may result in contract termination.

22. **PERFORMANCE WARRANTY** - All work performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and of local codes and ordinances and any other authority having lawful jurisdiction. Contractor shall guarantee all work included in the Contract against any defects in workmanship and shall satisfactorily correct, at no cost to Williamson County, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon the date of acceptance by Williamson County.

23. **MATERIAL WARRANTY** - All material and equipment furnished under this Contract is guaranteed by Contractor to be in compliance with this Contract, fit and sufficient for the purpose intended, new and free from defects. Materials furnished under this Contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED, OR DISCONTINUED MODELS OR MATERIAL ARE NOT ACCEPTABLE. The warranty period for Contractor-

provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is longer. The warranty period shall commence upon date of acceptance by Williamson County. Contractor shall provide Williamson County's Contract Administrator with all manufacturers' warranty documents within five (5) business days of completion of each project.

24. **NOTICE OF DEFECTS:**

24.1. Contractor shall notify the Contract Administrator prompt notice of any defective work or which the Contractor has actual knowledge. Prompt notice of all defective work of which Contract Administrator has actual knowledge may be given to the Contractor. Payment may be withheld by the Contract Administrator for identified defective work until such time as the Contract Administrator has determined the defective work has been corrected.

25. **OPERATIONS AND MAINTENANCE MANUALS:**

25.1. Contractor shall provide Operations and Maintenance Manuals for all equipment and parts installed as part of the work under this contract, upon request by the Contract Administrator. Contractor shall compile all specified instructions, maintenance manuals and operations date.

25.2. **FREIGHT AND SHIPPING COSTS:**

25.2.1. Freight and shipping costs are not an allowable expense under this Contract. Expedited shipping charges, with prior approval from the Williamson County Contract Administrator, may be allowed.

26. **EVALUATION CRITERIA:**

26.1. The Evaluation Committee will evaluate the proposals and rank them from the one most likely to the one least likely to meet the needs of Williamson County, and satisfy the requirements of the RFP. Williamson County may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, Williamson County reserves the option to enter discussion on pricing and/or other portions of the proposal and may request Best and Final offers if it is determined to be in the best interest of Williamson County. However, offering firms are cautioned that Williamson County may proceed with an award based on information received in the original proposal and subsequent interviews without calling for additional discussions or Best and Final offers.

26.2. Listed below is a summary of all information to be included in a proposal submitted in response to this RFP. Proposals submitted without all of the required information will be consider non-responsive and may be rejected. Williamson County reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of Williamson County.

26.3. Evaluation of the proposal will be based on the following criteria. Specific weighting shall be used. The following criteria are listed in order of greatest importance:

26.3.1. **Response shall include:**

- 26.3.1.1. Attachment B – Compensation and Fees Schedules
- 26.3.1.2. Attachment C – Overhead Door Compensation and Fee
- 26.3.1.3. Attachment D – Company Profile
- 26.3.1.4. Attachment E – Past Projects with Corresponding References

26.3.2. **COMPANY INFORMATION: <P/F>**

- 26.3.2.1. Acceptable Documentation and Company Information – Attachment C
  - 26.3.2.1.1.1. Including, but not limited to the following:
    - 26.3.2.1.1.1.1. company description;
    - 26.3.2.1.1.1.2. ownership information;
    - 26.3.2.1.1.1.3. physical and mailing address;
    - 26.3.2.1.1.1.4. other company locations/offices;
    - 26.3.2.1.1.1.5. primary contact; and

26.3.2.1.1.1.6. office, mobile telephone number(s) and email of company's primary contact.

26.3.2.1.2. Contractors shall fully complete and submit Attachment B – Company Profile to comply with this requirement.

26.3.2.1.3. **QUALIFICATIONS AND EXPERIENCE:** Demonstrated ability to provide products and services including Past Performance and References. Financial stability of the firm. Offeror is properly licensed/certified to provide products and services.

26.3.2.1.4. **FIANCIAL DISCOSURE:** History of company, including length of time company has been in business, certification, license,

26.3.3. **COMPENSATION AND FEES: <30 pts>**

26.3.3.1.1. Respondents may not add qualifications, conditions, exceptions, variations or additional items to the proposal, or otherwise modify the pricing structure of the RFP in any manner. Any such modifications will not be considered for evaluation, and may be cause for rejection of the proposal, at the full and sole discretion of Williamson County.

26.3.4. **LITIGATION HISTORY: <P/F>**

26.3.4.1.1. Provide details of all litigation history, including but not limited to administrative claims and proceedings and arbitration within the past five (5) years**.**

26.3.4.1.2. Respondents involved in litigation, depending upon the circumstances of the litigation, may be disqualified at the sole discretion of Williamson County.

26.3.5. **REFERENCES: <15 pts>**

26.3.5.1.1. Include a minimum of three (3) references from clients for whom similar services were performed or products were provided.

26.3.5.1.2. Include project description, contact names, position, company name, telephone number, and email address for each reference.

26.3.6. **VALUE ADDED SERVICES: <20>** Training and other services offered that add value to Williamson County utilizing the contract.

26.3.7. **RESPONSIVENESS: <10>** Offeror's overall responsiveness and ability to provide all information requested, comply with terms and conditions, and clearly stating and understanding the scope of work.

26.3.8. **PRODUCTS, SERVICES AND SOLUTIONS OFFERED: <5>** Overall range of products and ability to meet needs of Williamson County.

26.3.9. **Contractors Qualifications: <25 pts>**

26.3.9.1. Attachment E – *Past Projects,* submit a minimum of three (3) and a maximum of five (5) projects completed, within the past five (5) years by your organization. List the projects in order of priority, with the most relevant project first.

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ANNUAL PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICES
FOR WILLIAMSON COUNTY, TEXAS

Attachment B – Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response. Failure to return this completed attachment will result in the disqualification of the response.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

After award and as individual projects are identified, awarded Contractor will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Contractor shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

Service Request	Hourly Rate
1. Regular Business Hours	
a. Regular Hours	$
2. After Regular Business Hours	
a. After Regular Hours	$
3. Weekend or County approved Holiday(s)	
a. Weekends or County approved Holidays	$
4. **Emergency Response during Regular Hours**	
a. Regular Business Hours	$
5. Emergency Response during After Hours	
a. After Business Hours	$
6. Emergency Response on Weekends or Approved Holidays	
a. Weekend	$
b. Williamson County Approved Holidays	$

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Attachment C - Overhead Doors Compensation Fee
Williamson County Buildings

Building Name	City	Bld #	Door #	Location in building	Opening Process	Operator Location	Power	Make	Model	Material	Height(ft)	Width(ft)	Annual Price Per Door
Animal Shelter	Georgetown	NA	1	Rear of exterior kennel	Roll up	N/A	Manual	N/A	N/A	Metal	7	8	$ -
Animal Shelter	Georgetown	NA	2	Small Dog Intake	Roll overhead on track w/chain	Inside	Electric	Lift Master		4 Horizontal Pannels	9	10	$ -
Animal Shelter	Georgetown	NA	3	Cats Facing In	Roll overhead on track w/chain	Inside	Electric	Overhead Door		5 Horizontal Pannels	9	10	$ -
Animal Shelter	Georgetown	NA	4	Cats Facing Out	Roll overhead on track w/chain	Inside	Electric	Overhead Door		5 Horizontal Pannels	9	10	$ -
Brown Santa	Georgetown	1029	1	North Side of Building	Roll overhead on track w/chain	Inside	Manual			6 Horizontal Metal Pannels	12	12	$ -
Central Maint Facility	Georgetown	1026	1	Exterior Parts Room	Roll up	Exterior	Electric			Metal 2 small windows	8	6	$ -
Central Maint Facility	Georgetown	1026	2	Main Building South Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ -
Central Maint Facility	Georgetown	1026	3		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ -
Central Maint Facility	Georgetown	1026	4		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ -
Central Maint Facility	Georgetown	1026	5		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ -
Central Maint Facility	Georgetown	1026	6		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ -
Central Maint Facility	Georgetown	1026	7	Main Building South Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ -
Central Maint Facility	Georgetown	1026	8	Smailer Building South Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ -
Central Maint Facility	Georgetown	1026	9	Smailer Building South Mid	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ -
Central Maint Facility	Georgetown	1026	10	Smailer Building South Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ -
Central Maint Facility	Georgetown	1026	11	Smailer Building North Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ -
Central Maint Facility	Georgetown	1026	12	Smailer Building North Mid	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ -
Central Maint Facility	Georgetown	1026	13	Smailer Building North Left	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ -
Central Maint Facility	Georgetown	1026	14	Main Building North Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ -
Central Maint Facility	Georgetown	1026	15		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ -
Central Maint Facility	Georgetown	1026	16		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ -
Central Maint Facility	Georgetown	1026	17		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ -
Central Maint Facility	Georgetown	1026	18		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ -
Central Maint Facility	Georgetown	1026	19		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ -
Central Maint Facility	Georgetown	1026	20	Main Building North Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ -
Central Maint Facility	Georgetown	1026	21	Interior Shop Library	Roll up		Manual			Metal	4	5	$ -
Central Maint Facility	Georgetown	1026	22	Interior Parts Room	Roll up	Inside Right	Electric	Raynor		Metal	6	10	$ -
EMS Training	Georgetown	1078	1	Rear Warehouse	Roll up No Chain	Inside Right	Electric	Cookson		Metal	15	15	$ -
ESOC	Georgetown	1071	1	Rear	Roll up while chain	Inside Right	Manual			Metal	12	8	$ -
EXPO Center	Taylor	1047	1	Main Pavilion West Concession Right	Roll up	N/A	Manual	Cornell		Metal	6	15	$ -
EXPO Center	Taylor	1047	2	Convention Center Exterior North	Roll up w/ chain	Inside on Right	Manual			Metal	12	12	$ -
EXPO Center	Taylor	1047	3	Convention Center Exterior West Left	Roll up w/ chain	Inside on Right	Manual			Metal	15	14	$ -
EXPO Center	Taylor	1047	4	Convention Center Exterior West Right	Roll up w/ chain	Inside on Right	Manual			Metal	15	14	$ -

Attachment C - Overhead Doors Compensation Fee
Williamson County Buildings

EXPO Center	Taylor	1047	5	Small building across from convention center SE Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ -
EXPO Center	Taylor	1047	6	Small building across from convention center SW Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ -
EXPO Center	Taylor	1047	7	Small building across from convention center NW Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ -
EXPO Center	Taylor	1047	8	Small building across from convention center NE Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ -
EXPO Center	Taylor	1047	9	Convention Center Interior North	Roll up w/ chain	Inside on Right	Manual			Metal	8	7	$ -
EXPO Center	Taylor	1047	10	Convention Center Interior Front Right	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ -
EXPO Center	Taylor	1047	11	Convention Center Interior Front Left	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ -
EXPO Center	Taylor	1047	12	Convention Center Exterior South	Roll up	N/A	Manual	Cornell		Metal	15	15	$ -
EXPO Center	Taylor	1047	13	Convention Center Concession West	Roll up	N/A	Manual			Metal	5	15	$ -
EXPO Center	Taylor	1047	14	Convention Center Concession East	Roll up w/ chain	Inside on Right	Manual			Metal	5	12	$ -
EXPO Center	Taylor	1047	15	Main Pavilion West Concession Left	Roll up	N/A	Manual	Cornell		Metal	6	15	$ -
EXPO North Pavilion	Taylor	1047	1	South Side Right	Roll up w/ chain right	Inside Right	Electric			Metal	14	14	$ -
EXPO North Pavilion	Taylor	1047	2	South Side Middle	Roll up w/ chain right	Inside Right	Electric			Metal	14	14	$ -
EXPO North Pavilion	Taylor	1047	3	South Side Left	Roll up w/ chain right	Inside Right	Electric			Metal	14	14	$ -
EXPO North Pavilion	Taylor	1047	4	Southwest Exterior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10	$ -
EXPO North Pavilion	Taylor	1047	5	Southwest Interior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10	$ -
EXPO North Pavilion	Taylor	1047	6	East Interior	Roll up w/ chain right	Inside Right	Electric			Metal	12	8	$ -
EXPO North Pavilion	Taylor	1047	7	Northeast Exterior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10	$ -
EXPO North Pavilion	Taylor	1047	8	East Side Right	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	$ -
EXPO North Pavilion	Taylor	1047	9	East Side Middle Right	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	$ -
EXPO North Pavilion	Taylor	1047	10	East Side Middle Left	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	$ -
EXPO North Pavilion	Taylor	1047	11	East Side Left	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	$ -
Facilities Service Center	Georgetown	1063	1	Rear Left	Roll up	N/A	Manual	N/A	N/A	Metal	8	10	$ -
Facilities Service Center	Georgetown	1063	2	Rear Center	Roll up w/ chain	Inside on Right	Manual	N/A	N/A	Metal	12	12	$ -
Facilities Service Center	Georgetown	1063	3	Rear Right	Roll up	N/A	Manual	N/A	N/A	Metal	8	10	$ -
Facilities Warehouse	Georgetown	1063	1	East	Roll up w/ chain	Inside Right	Manual	N/A	N/A	Metal w/ insulation	14	14	$ -
Facilities Warehouse	Georgetown	1063	2	West	Roll up w/ chain	Inside Right	Manual	N/A	N/A	Metal w/ insulation	14	14	$ -
Facilities Warehouse	Georgetown	1063	3	North	Roll up	N/A	Manual	N/A	N/A	Metal w/ insulation	8	12	$ -
Georgetown Annex	Georgetown	1080	1	Interior 2nd Floor near JP	Roll up	Inside and outside	Electric	Cornell		chainmail	10	17	$ -
Historic Courthouse	Georgetown	1000	1	Interior 3rd Floor near Audit	Roll Up	Inside Right	Electric			chainmail	12	10	$ -
Impound / Inspections	Georgetown	1079	1	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ -
Impound / Inspections	Georgetown	1079	2	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ -
Impound / Inspections	Georgetown	1079	3	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ -
Impound / Inspections	Georgetown	1079	4	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ -

Attachment C - Overhead Doors Compensation Fee
Williamson County Buildings

Impound / Inspections	Georgetown	1079	5	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ -
Impound / Inspections	Georgetown	1079	6	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ -
Impound / Inspections	Georgetown	1079	7	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ -
Impound / Inspections	Georgetown	1079	8	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ -
Impound / Inspections	Georgetown	1079	9	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ -
Impound / Inspections	Georgetown	1079	10	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ -
Impound / Inspections	Georgetown	1079	11	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ -
Inner Loop Annex	Georgetown	1043	1	West side	Roll Up	Exterior	Manual			Metal	8	8	$ -
Inner Loop Annex	Georgetown	1043	2	North Side of Building	Roll up w/ chain	Inside Right	Electric	Lift Master		Metal	10	10	$ -
Inner Loop Annex	Georgetown	1043	3	East side loading bay	Roll Straight Up on track	Exterior	Manual	Old		Metal insulated with 6 small windows	10	10	$ -
Inner Loop Annex	Georgetown	1043	4	Elections	Roll up	Inside	Electric				10	10	$ -
Jail	Georgetown	1008	1	6th & Forest Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	Logic 5.0	chainmail	12	11	$ -
Jail	Georgetown	1008	2	6th & Forest Right	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	Elite Series 4.0	chainmail	12	11	$ -
Jail	Georgetown	1008	3	4th & Rock Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master		chainmail	16	12	$ -
Jail	Georgetown	1008	4	4th & Rock Right	Roll Up w/ chain L	Controlled by Jail	Electric			chainmail	16	14	$ -
Jail	Georgetown	1008	5	Forest	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	12	$ -
Jail	Georgetown	1008	6	Forest Middle	Fold to the sides	Controlled by Jail	Electric	Lift Master		Solid Metal	11	14	$ -
Jail	Georgetown	1008	7	Forest North	Fold to the sides	Controlled by Jail	Electric	Lift Master		Solid Metal	11	14	$ -
Jail	Georgetown	1008	8	Interior Sally Port North L	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	$ -
Jail	Georgetown	1008	9	Interior Sally Port North R	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	$ -
Jail	Georgetown	1008	10	Interior Sally Port South L	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	$ -
Jail	Georgetown	1008	11	Interior Sally Port South R	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	$ -
Juvenile Justice Center	Georgetown	1045	1	Front of Bus Barn	Roll up		Electric			Metal	14	18	$ -
Juvenile Justice Center	Georgetown	1045	2	Back of Bus Barn	Roll up		Electric			Metal	14	18	$ -
Medic 11	Round Rock	1082	1	Front Right	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door		Horizontal panels 5 metal and 2 glass	14	12	$ -
Medic 11	Round Rock	1082	2	Front Left	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door		Horizontal panels 5 metal and 2 glass	14	12	$ -
Medic 11	Round Rock	1082	1	Front of the building	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door	RSX	Horizontal panels 6 metal and 1 glass	13	13	$ -
Medic 41	Taylor	1034	1	Front of the building	Roll overhead on track w/chain	keypad by door exterior	Electric	Lift Master		Metal	10	16	$ -
Medic 42	Taylor	1015	1	Front of the building	Roll overhead on track w/chain		Electric	*Very Old*		5 Metal Horizontal Pannels	9	15	$ -
NCF-Bldg G-Impound	Georgetown	1079	12	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ -
River Ranch Barn	Liberty Hill	1087	1	Maint Bldg Back Left	Roll up w/ chain	Right inside	Manual	Cornell		Metal	15	10	$ -
River Ranch Barn	Liberty Hill	1087	2	Maint Bldg Back Mid	Roll up w/ chain	Right inside	Electric	Cornell		Metal	15	20	$ -
River Ranch Barn	Liberty Hill	1087	3	Maint Bldg Back Right	Roll up w/ chain	Right inside	Manual	Cornell		Metal	15	10	$ -
River Ranch Barn	Liberty Hill	1087	4	Maint Bldg Side	Roll up w/ chain	Right inside	Manual	Cornell		Metal	12	10	$ -

Attachment C - Overhead Doors Compensation Fee
Williamson County Buildings

Road & Bridge	Georgetown	1026	1	Front Left	Roll up	Inside Right	Manual		Metal	12	12	$ -
Road & Bridge	Georgetown	1026	2	Front Middle	Roll up	Inside Right	Manual		Metal	12	12	$ -
Road & Bridge	Georgetown	1026	3	Front Right	Roll up	Inside Right	Manual		Metal	12	12	$ -
Road & Bridge	Georgetown	1026	1	Front	Roll up	Inside Right	Manual		Metal	12	12	$ -
Sign Shop	Georgetown	10216	1	Building J	Roll up w/ chain	Inside on Right	Manual		Metal	10	12	$ -
SW Regional Park	Leander	1072	1	Maint Bldg North Right	Roll up w/ chain	Inside Right	Manual		Metal	14	12	$ -
SW Regional Park	Leander	1072	2	Maint Bldg North Left	Roll up w/ chain	Inside Right	Manual		Metal	14	12	$ -
SW Regional Park	Leander	1072	3	Maint Bldg East	Roll up	N/A	Manual		Metal	8	8	$ -
SW Regional Park	Leander	1072	4	Maint Bldg South Left	Roll up w/ chain	Inside Right	Manual		Metal	14	12	$ -
SW Regional Park	Leander	1072	5	Maint Bldg South Right	Roll up w/ chain	Inside Right	Manual		Metal	14	12	$ -
SW Regional Park	Leander	1072	6	Baseball Concession Left	Roll up	N/A	Manual	Cookson	Metal	5	8	$ -
SW Regional Park	Leander	1072	7	Baseball Concession Right	Roll up	N/A	Manual	Cookson	Metal	5	8	$ -
SW Regional Park	Leander	1072	8	Soccer/Tennis Concess Right	Roll up	N/A	Manual	Cookson	Metal	5	8	$ -
SW Regional Park	Leander	1072	9	Soccer/Tennis Concess Left	Roll up	N/A	Manual	Cookson	Metal	5	8	$ -
SW Regional Park	Leander	1072	10	Soccer/Tennis Concess Side	Roll up	N/A	Manual	Cookson	Metal	5	6	$ -
Wireless/Radio Shop	Georgetown	1077	1		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ -
Wireless/Radio Shop	Georgetown	1077	2		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ -
Wireless/Radio Shop	Georgetown	1077	3		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ -
Wireless/Radio Shop	Georgetown	1077	4		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ -
Wireless/Radio Shop	Georgetown	1077	5		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ -
Wireless/Radio Shop	Georgetown	1077	6		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ -

Attachment D – Company Profile

Contractors shall use this attachment to clearly demonstrate how they meet the requirements set forth in this solicitation. This form may be modified as needed to comply with the requirement to document company information. Failure to return this exhibit may result in the response submission being considered non-responsive.
Response Requirements in addition to those outlined in other Evaluation Items include the following information on your firm for the past five (5) fiscal years:

Legal Name of the Company	
Company Description	
Place of business (Headquarters):	
Address:	
City:	
State:	
Zip:	

Facility responsible for servicing the contract:	
Address:	
City:	
State:	
Zip:	

Contact Person regarding company's submission to the solicitation, authorized to negotiate contract terms and render binding decisions on contract matters:	
Name & Title:	
Phone & Email:	

Personnel who will be responsible for management and day-to-day operation of services described in this solicitation.	
Name & Title:	
Phone & Email:	

Indicate if your company or any of its subsidiaries filed or met criteria for bankruptcy within the last five years.	
__ Yes __ No If yes, explain.	
p	

Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If so, specify date(s), details, circumstances and prospects for resolution.

Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or member of Williamson County? If so, please explain.

Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impact both in organization and company direction.

Indicate if your company or any of its subsidiaries has been involved in litigation within the last five years.
__ Yes __ No If yes, explain.

Number years in business:	
Number of employees:	

Number years actively participating in services described herein: (To meet minimum requirements for this RFP, respondent shall be in the business for services described herein for a minimum of 5 years within the past five 5 years, producing items similar in type and quantity to those listed herein.)

Provide company background, experience, qualifications & capabilities in areas of goods/services described herein. Attach page if needed.

Provide present commitments for related or similar services.

Provide description of industry certifications, if applicable.

Provide list of equipment to be used to produce the goods/services described herein. Attach page if needed. (Equipment inspection, changes, approval & rejection will be at Williamson County's sole discretion.)

Attach overhead door inspection and maintenance report form.

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Attachment E – Past Projects with Corresponding References

Contractor Name:_____

Contractor shall use this exhibit to provide a minimum of three (3) past projects with corresponding references for projects completed within the past five (5) years that illustrate experience in successfully completing work of a similar nature and scope as the work described in this solicitation. Project scope description. Relevant projects should include similar services to those included in this Program.

Include all requested information. ***Failure to return this exhibit (or reasonable facsimile) may result in proposal being considered non-responsive.***

Project 1:

Brief Project Description:

Project Name/Location:	
Company Name:	
Company Address:	
Company State:	

Owner's Representative	
Phone Number:	
Email Address:	
Service Period:	

Original Contract Amount	$
Final Contract Amount	$

Contractor's key personnel, including but not limited to: Project Superintendent & Subcontractors:	
Address:	
Phone Number:	
Email Address:	p

Project 2:

Brief Project Description:

Project Name/Location:	
Company Name:	
Company Address:	
Company State:	

Owner's Representative	
Phone Number:	
Email Address:	
Service Period:	

Original Contract Amount	$
Final Contract Amount	$

Contractor's key personnel, including but not limited to: Project Superintendent & Subcontractors:	
Address:	
Phone Number:	
Email Address:	

Project 3:

Brief Project Description:

Project Name/Location:	
Company Name:	
Company Address:	
Company State:	

Owner's Representative	
Phone Number:	
Email Address:	
Service Period:	

Original Contract Amount	$
Final Contract Amount	$

Contractor's key personnel, including but not limited to: Project Superintendent & Subcontractors:	
Address:	
Phone Number:	
Email Address:	

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Sorted by Building #

#	Facility Name	Address	City	Lease
1000	Courthouse	710 S Main St	Georgetown	
	County Judge			
	Budget Office			
	Treasurer's Office			
	Auditor's Office			
	Commissioners Court			
	State Rep District Office Lease			
1001	Museum	716 Austin Ave	Georgetown	Museum
1002	Georgetown Health Clinic	102 W 3rd St	Georgetown	
1003	Taylor Health Dept	115 W 6th St	Taylor	
	Health Department			
	WIC			
1005	Round Rock Annex Bldg A	211 Commerce Cove	Round Rock	
	WIC			
1006	Round Rock Annex Bldg B	211 Commerce Cove	Round Rock	
	Juvenile Probation			
	Adult Probation			
1007	STORAGE ONLY - DPS Driver's License	51	Georgetown	
1008	Sheriff Administration/Jail	508 S Rock St	Georgetown	
	Sheriff's Office			
	Jail			
1009	Justice Center	405 MLK	Georgetown	
	County Attorney			
	County Clerk			
	District Attorney			
	District Clerk			
	District Courts			
	Law Library			
	CSCD			
	County Courts at Law			
1010	Liberty Hill (Over the Hill Gang)	3407 RR 1869	Liberty Hill	
1011	Lott Building	107 S Holly	Georgetown	
1012	STORAGE ONLY - Health Dept Education (Cinder Block)	300 S Main St	Georgetown	
1013	STORAGE ONLY - Health Dept Environmental (House)	303 S Main St	Georgetown	
	Parking Lot	307 S Main St	Georgetown	
1015	EMS Medic 42	1427 S Main St	Taylor	
1017	TABC/Game Warden	517 Pine St	Georgetown	Game Warden
1018	STORAGE ONLY - Sheriff Trustee Shop	508 Holly Bldg 2	Georgetown	
1019	LEASED - EMS Medic 53/54	305 MLK	Georgetown	Lonestar Alliance
1020	LEASED - EMS Administration	303 MLK	Georgetown	Lonestar Alliance
1022	STORAGE ONLY - Historic Jail	312 S Main St	Georgetown	
1023	EMS Medic 21 (Fire Station)	150 Church St	Cedar Park	Lease
1024	Red House (Life Steps)	311 S Main St	Georgetown	Life Steps
1026	Central Maintenance Facility	3151 SE Inner Loop	Georgetown	
	Infrastructure			
	Fleet			
	Road & Bridge			
1029	Brown Santa	508 Holly Bldg 1	Georgetown	Brown Santa
1031	Radio Tower - Back Up	151 Carlson Cv	Georgetown	
1032	Cedar Park Annex	350 Discovery Blvd	Cedar Park	
	Commissioner Pct 2			
	Constable Pct 2			
	Health Dept			
	JP 2			
	Juvenile Probation			
	Tax Office			
	WIC			
1033	Taylor Annex	412 Vance St	Taylor	
	Adult Probation			
	Constable Pct 4			
	DMV			
	Juvenile Probation			
	Tax Office			
	Veterans Services			
1034	EMS Medic 41	2604 Northlawn	Taylor	
1037	EMS Medic 23	209 W Willis/200 Bagdad St	Leander	Lease
1039	Radio Tower - Cedar Park	1900 Cougar Country Drive	Cedar Park	
1040	Radio Tower - Liberty Hill	5251 County Road 200	Liberty Hill	
1041	Radio Tower - Thrall	7800 County Road 424	Thrall	
1042	Granger CTTC Facility	601 N Alligator Road	Granger	CTTC
1043	Inner Loop Annex	301 SE Inner Loop	Georgetown	
	Adult Probation			
	CIT (SO)			
	Elections			
	ITS			
	Warehouse			
1044	Sheriff's Office Eastside	2501 Mallard Lane	Taylor	
1045	Juvenile Justice Center	200 Wilco Way	Georgetown	
1046	Parking Garage CJC/Jail	305 W 4th Street	Georgetown	
1047	Expo Center	5350 Bill Picket Trail	Taylor	
1048	JP Pct 4	211 W 6th	Taylor	
1050	Sheriff Gun Range	3901 County Rd 130	Hutto	
1051	Tax Office	904 S Main	Georgetown	
1053	EMS Medic 51 (Sam Bass Fire Dept)	16248 Great Oaks Drive	Round Rock	Lease
1054	Parking Lot	321 W 8th St	Georgetown	City Lease
1055	Parking Lot	323 W 8th St	Georgetown	City Lease
1058	Parking Lot (Belford Square)	308 & 310 W 7th St	Georgetown	City Lease
1060	Hutto Recycling Center	600 Landfill Road	Hutto	
1062	Hutto Annex	321 Ed Schmidt Blvd, Ste 200	Hutto	
	Commissioner Pct 4			
	Vacant			
1063	Facilities Services Center	3101 SE Inner Loop	Georgetown	
1064	Children's Advocacy Center	1811 SE Inner Loop	Georgetown	
1066	Jester Annex	1801 E Old Settlers Rd	Round Rock	
	Commissioner Pct 1			
	Constable Pct 1			
	JP 1			
	State Rep District Office Lease			
	Tax Office			
1068	Blackland Heritage County Park	12000 E Hwy 29	Georgetown	
1069	Landfill	600 Landfill Road	Hutto	
1070	Hwy 29 House (Boatwright)	9769 State Hwy. 29 W	Georgetown	Boatwright
1071	Emergency Services Operations Center	911 Tracy Chambers Lane	Georgetown	
	911 Communications			
	Emergency Mgmt			
	Emergency Services			
1072	Parks Admin	219 Perry Mayfield	Leander	
1073	Williamson County Cities Health District	355 Texas Avenue	Round Rock	
1074	VACANT - Hutto House	175 CR 138	Hutto	
1075	SOTC	8160 Chandler Rd	Hutto	
1076	NCF Building C - Fuel Station	3161 SE Inner Loop	Georgetown	
1077	NCF Building D - Wireless Communication	3171 SE Inner Loop	Georgetown	
1078	NCF Building E - EMS Training	3189 SE Inner Loop	Georgetown	
	EMS			
	MOT			
	Hazmat (Fire Marshall)			
	Training Rooms			
1079	NCF Building G - Vehicle Impound	3181 SE Inner Loop	Georgetown	
1080	Georgetown Annex	100 Wilco Way	Georgetown	
	Commissioner Pct 3			
	JP Pct 3			
	Constable Pct 3			
	Ag Extension			
	Veterans Affairs			
	Purchasing			
	HR			
	Training Rooms			
1081	Liberty Hill CSCD	3803 FM 1869	Liberty Hill	
1082	Jester Public Safety Blvd	1781 E Old Settlers Rd	Round Rock	
	Sheriff's Office (Public Safety Bldg)			
	EMS Medic 11 (Public Safety Bldg)			
1083	VACANT - Carquest	909 S Austin Ave	Georgetown	
1084	Internal Audit	901 S Austin Ave	Georgetown	
1085	EMS Medic 22	9218 Anderson Mill Rd	Austin	
1086	Commissioner 4	3001 Joe DiMaggio #1300	Round Rock	
1087	River Ranch Park	194 Reveille Way	Liberty Hill	
1088	Berry Springs Park			
1089	SW Regional Park	219 Perry Mayfield	Leander	
	WC Regional Animal Shelter	1855 SE Inner Loop	Georgetown	
	Radio Tower - Prime	Rabbit Hill	Georgetown	Lease
1039	Radio Tower - Cedar Park	1900 Cougar Country Drive	Cedar Park	Lease
	Radio Tower - Cedar Park South	1302 Fire Ln	Cedar Park	Lease
	Radio Tower - Florence	1000 FM 970	Florence	
	Radio Tower - Old Florence	2395 FM 2843	Florence	Lease
1031	Radio Tower - Back Up	151 Carlson Cv	Georgetown	
	Radio Tower - Granger	5690 CR 327	Granger	Lease
	Radio Tower - Lime Creek	11689 Lime Creek Rd	Leander	Lease
1040	Radio Tower - Liberty Hill	5251 County Road 200	Liberty Hill	Lease
	Radio Tower - Tower Rd	2141 Tower Rd	Liberty Hill	Lease
	Radio Tower - High Country	2800 High Country Blvd	Round Rock	Lease
	Radio Tower - Taylor	108 Old Coupland Rd	Taylor	
1041	Radio Tower - Thrall	7800 County Road 424	Thrall	Lease
1085	EMS Medic 22	9218 Anderson Mill Rd	Austin	
1023	EMS Medic 21 (Fire Station)	150 Church St	Cedar Park	Lease
	EMS Medic 24	1311 Highland Dr	Cedar Park	Lease
	EMS Medic 26	1501 Cottonwood Creek Trl	Cedar Park	Lease
	EMS Medic 52	1570 Cypress Creek Rd	Cedar Park	Lease
	EMS Squad 30	301 S Patterson Ave	Florence	Lease
	EMS Medic 59	450 FM 1105	Georgetown	Lease
	EMS Medic 43	405 Exchange Blvd	Hutto	Lease
	EMS Medic 31	155 CR 313	Jarrell	Lease
1037	EMS Medic 23	209 W Willis/200 Bagdad St	Leander	Lease
	EMS Medic 25	301 Loop 332	Liberty Hill	Lease
1053	EMS Medic 51 (Sam Bass Fire Dept)	16248 Great Oaks Drive	Round Rock	Lease
	EMS Medic 12	1612 Red Bud Ln	Round Rock	Lease
	EMS Medic 13	350 Deepwood Dr	Round Rock	Lease
	EMS Medic 14	1991 Rawhide Dr	Round Rock	Lease
1082	EMS Medic 11	1781 E Old Settler's Blvd	Round Rock	
1015	EMS Medic 42	1427 S Main St	Taylor	
1034	EMS Medic 41	2604 Northlawn	Taylor	
				TOTAL SQFT

Building Name	City	Bld #	Door #	Location in building	Opening Process	Operator Location	Power	Make	Model	Material	Height(f	Width(	Service Type	Annual Price Per Door	Extension
Historic Courthouse	Georgetown	1000	1	Interior 3rd Floor near Audit	Roll Up	Inside Right	Electric			chainmail	12	10	Full Service	$ 387.00	$ -
Jail	Georgetown	1008	1	6th & Forest Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	Logic 5.0	chainmail	12	11	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	2	6th & Forest Right	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	Elite Series 4.0	chainmail	12	11	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	3	4th & Rock Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master		chainmail	16	12	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	4	4th & Rock Right	Roll Up w/ chain L	Controlled by Jail	Electric			chainmail	16	14	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	5	Forest	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	12	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	6	Forest Middle	Fold to the sides	Controlled by Jail	Electric	Lift Master		Solid Metal	11	14	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	7	Forest North	Fold to the sides	Controlled by Jail	Electric	Lift Master		Solid Metal	11	14	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	8	Interior Sally Port North L	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	9	Interior Sally Port North R	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	10	Interior Sally Port South L	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	11	Interior Sally Port South R	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	Full Service	$ 499.00	$ -
Medic 42	Taylor	1015	1	Front of the building	Roll overhead on track w/chain		Electric	*Very Old*		5 Metal Horizontal Pannels	9	15	Full Service	$ 387.00	$ -
Central Maint Facility	Georgetown	1026	1	Exterior Parts Room	Roll up		Electric			Metal 2 small windows	8	6	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	2	Main Building South Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	3		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	4		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	5		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	6		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$ 399.00	
Central Maint Facility	Georgetown	1026	7	Main Building South Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$ 399.00	
Central Maint Facility	Georgetown	1026	8	Smailer Building South Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$ 399.00	
Central Maint Facility	Georgetown	1026	9	Smailer Building South Mid	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	10	Smailer Building South Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	11	Smailer Building North Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	12	Smailer Building North Mid	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	13	Smailer Building North Left	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	14	Main Building North Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	15		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$ 399.00	$ -

Central Maint Facility	Georgetown	1026	16		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door	8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$	399.00	$	-
Central Maint Facility	Georgetown	1026	17		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door	8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$	399.00	$	-
Central Maint Facility	Georgetown	1026	18		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door	8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$	399.00	$	-
Central Maint Facility	Georgetown	1026	19		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door	6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$	399.00	$	-
Central Maint Facility	Georgetown	1026	20	Main Building North Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door	6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$	399.00	$	-
Central Maint Facility	Georgetown	1026	21	Interior Shop Library	Roll up		Manual		Metal	4	5	Full Service	$	399.00	$	-
Central Maint Facility	Georgetown	1026	22	Interior Parts Room	Roll up	Inside Right	Electric	Raynor	Metal	6	10	Full Service	$	399.00	$	-
Old Sign shop	Georgetown	1026	1	Front Left	Roll up	Inside Right	Manual		Metal	12	12	Full Service	$	399.00	$	-
Old Sign shop	Georgetown	1026	2	Front Middle	Roll up	Inside Right	Manual		Metal	12	12	Full Service	$	399.00	$	-
Old Sign shop	Georgetown	1026	3	Front Right	Roll up	Inside Right	Manual		Metal	12	12	Full Service	$	399.00	$	-
Building near coverd storage	Georgetown	1026	1	Front	Roll up	Inside Right	Manual		Metal	12	12	Full Service	$	399.00	$	-
Brown Santa	Georgetown	1029	1	North Side of Building	Roll overhead on track w/chain	Inside	Manual		6 Horizontal Metal Pannels	12	12	Full Service	$	399.00	$	-
Medic 41	Taylor	1034	1	Front of the building	Roll overhead on track w/chain	keypad by door exterior	Electric	Lift Master	Metal	10	16	Full Service	$	429.00	$	-
Inner Loop Annex	Georgetown	1043	1	West side	Roll Up		Manual		Metal	8	8	Full Service	$	299.00	$	-
Inner Loop Annex	Georgetown	1043	2	North Side of Building	Roll up w/ chain	Inside Right	Electric	Lift Master	Metal	10	10	Full Service	$	399.00	$	-
Inner Loop Annex	Georgetown	1043	3	East side loading bay	Roll Straight Up on track		Manual	Old	Metal insulated with 6 small windows	10	10	Full Service	$	399.00	$	-
Juvenile Justice Center	Georgetown	1045	1	Front of Bus Barn	Roll up		Electric		Metal	14	18	Full Service	$	599.00	$	-
Juvenile Justice Center	Georgetown	1045	2	Back of Bus Barn	Roll up		Electric		Metal	14	18	Full Service	$	599.00	$	-
EXPO Center	Taylor	1047	1	Main Pavilion West Concession Right	Roll up	N/A	Manual	Cornell	Metal	6	15	Full Service	$	399.00	$	-
EXPO Center	Taylor	1047	2	Convention Center Exterior North	Roll up w/ chain	Inside on Right	Manual		Metal	12	12	Full Service	$	399.00	$	-
EXPO Center	Taylor	1047	3	Convention Center Exterior West Left	Roll up w/ chain	Inside on Right	Manual		Metal	15	14	Full Service	$	399.00	$	-
EXPO Center	Taylor	1047	4	Convention Center Exterior West Right	Roll up w/ chain	Inside on Right	Manual		Metal	15	14	Full Service	$	399.00	$	-
EXPO Center	Taylor	1047	5	Small building across from convention center SE Door	Roll up w/ chain	Inside on Right	Manual		Metal	8	8	Full Service	$	299.00	$	-
EXPO Center	Taylor	1047	6	Small building across from convention center SW Door	Roll up w/ chain	Inside on Right	Manual		Metal	8	8	Full Service	$	299.00	$	-
EXPO Center	Taylor	1047	7	Small building across from convention center NW Door	Roll up w/ chain	Inside on Right	Manual		Metal	8	8	Full Service	$	299.00	$	-
EXPO Center	Taylor	1047	8	Small building across from convention center NE Door	Roll up w/ chain	Inside on Right	Manual		Metal	8	8	Full Service	$	299.00	$	-
EXPO Center	Taylor	1047	9	Convention Center Interior North	Roll up w/ chain	Inside on Right	Manual		Metal	8	7	Full Service	$	299.00	$	-
EXPO Center	Taylor	1047	10	Convention Center Interior Front Right	Roll up w/ chain	Inside on Right	Manual		Metal	8	8	Full Service	$	299.00	$	-
EXPO Center	Taylor	1047	11	Convention Center Interior Front Left	Roll up w/ chain	Inside on Right	Manual		Metal	8	8	Full Service	$	299.00	$	-

EXPO Center	Taylor	1047	12	Convention Center Exterior South	Roll up	N/A	Manual	Cornell		Metal	15	15	Full Service	$	399.00	$	-
EXPO Center	Taylor	1047	13	Convention Center Concession West	Roll up	N/A	Manual			Metal	5	15	Full Service	$	399.00	$	-
EXPO Center	Taylor	1047	14	Convention Center Concession East	Roll up w/ chain	Inside on Right	Manual			Metal	5	12	Full Service	$	399.00	$	-
EXPO Center	Taylor	1047	15	Main Pavilion West Concession Left	Roll up	N/A	Manual	Cornell		Metal	6	15	Full Service	$	399.00	$	-
Facilities Service Center	Georgetown	1063	1	Rear Left	Roll up	N/A	Manual	N/A	N/A	Metal	8	10	Full Service	$	299.00	$	-
Facilities Service Center	Georgetown	1063	2	Rear Center	Roll up w/ chain	Inside on Right	Manual	N/A	N/A	Metal	12	12	Full Service	$	399.00	$	-
Facilities Service Center	Georgetown	1063	3	Rear Right	Roll up	N/A	Manual	N/A	N/A	Metal	8	10	Full Service	$	299.00	$	-
ESOC	Georgetown	1071	1	Rear	Roll up while chain	Inside Right	Manual			Metal	12	8	Full Service	$	399.00	$	-
NCF-Bldg D-Radio Shop	Georgetown	1077	1		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg D-Radio Shop	Georgetown	1077	2		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg D-Radio Shop	Georgetown	1077	3		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg D-Radio Shop	Georgetown	1077	4		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg D-Radio Shop	Georgetown	1077	5		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg D-Radio Shop	Georgetown	1077	6		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg E-EMS	Georgetown	1078	1	Rear Warehouse	Roll up No Chain	Inside Right	Electric	Cookson		Metal	15	15	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	1	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	2	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	3	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	4	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	5	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	6	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	7	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	8	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	9	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	10	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	11	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	12	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	Full Service	$	599.00	$	-
Georgetown Annex	Georgetown	1080		Interior 2nd Floor near JP	Roll up	Inside and outside	Electric	Cornell		chainmail	10	17	Full Service	$	599.00	$	-
Medic 11	Round Rock	1082	1	Front Right	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door		Horizontal panels 5 metal and 2 glass	14	12	Full Service	$	599.00	$	-

Medic 11 addition	Round Rock	1082	1	Front of the building	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door	RSX	Horizontal panels 6 metal and 1 glass	13	13	Full Service	$	599.00	$	-
Medic 11	Round Rock	1082	2	Front Left	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door		Horizontal panels 5 metal and 2 glass	14	12	Full Service	$	599.00	$	-
Facilities Warehouse	Georgetown	?	1	East	Roll up w/ chain	Inside Right	Manual	N/A	N/A	Metal w/ insulation	14	14	Full Service	$	599.00	$	-
River Ranch Barn	Liberty Hill	?	1	Maint Bldg Back Left	Roll up w/ chain	Right inside	Manual	Cornell		Metal	15	10	Full Service	$	599.00	$	-
SW Regional Park	Leander	?	1	Maint Bldg North Right	Roll up w/ chain	Inside Right	Manual			Metal	14	12	Full Service	$	599.00	$	-
Facilities Warehouse	Georgetown	?	2	West	Roll up w/ chain	Inside Right	Manual	N/A	N/A	Metal w/ insulation	14	14	Full Service	$	599.00	$	-
River Ranch Barn	Liberty Hill	?	2	Maint Bldg Back Mid	Roll up w/ chain	Right inside	Electric	Cornell		Metal	15	20	Full Service	$	699.00	$	-
SW Regional Park	Leander	?	2	Maint Bldg North Left	Roll up w/ chain	Inside Right	Manual			Metal	14	12	Full Service	$	599.00	$	-
Facilities Warehouse	Georgetown	?	3	North	Roll up	N/A	Manual	N/A	N/A	Metal w/ insulation	8	12	Full Service	$	399.00	$	-
River Ranch Barn	Liberty Hill	?	3	Maint Bldg Back Right	Roll up w/ chain	Right inside	Manual	Cornell		Metal	15	10	Full Service	$	599.00	$	-
SW Regional Park	Leander	?	3	Maint Bldg East	Roll up	N/A	Manual			Metal	8	8	Full Service	$	299.00	$	-
River Ranch Barn	Liberty Hill	?	4	Maint Bldg Side	Roll up w/ chain	Right inside	Manual	Cornell		Metal	12	10	Full Service	$	499.00	$	-
SW Regional Park	Leander	?	4	Maint Bldg South Left	Roll up w/ chain	Inside Right	Manual			Metal	14	12	Full Service	$	599.00	$	-
SW Regional Park	Leander	?	5	Maint Bldg South Right	Roll up w/ chain	Inside Right	Manual			Metal	14	12	Full Service	$	599.00	$	-
SW Regional Park	Leander	?	6	Baseball Concession Left	Roll up	N/A	Manual	Cookson		Metal	5	8	Full Service	$	299.00	$	-
SW Regional Park	Leander	?	7	Baseball Concession Right	Roll up	N/A	Manual	Cookson		Metal	5	8	Full Service	$	299.00	$	-
SW Regional Park	Leander	?	8	Soccer/Tennis Concess Right	Roll up	N/A	Manual	Cookson		Metal	5	8		$	299.00		
SW Regional Park	Leander	?	9	Soccer/Tennis Concess Left	Roll up	N/A	Manual	Cookson		Metal	5	8		$	299.00		
SW Regional Park	Leander	?	10	Soccer/Tennis Concess Side	Roll up	N/A	Manual	Cookson		Metal	5	6		$	299.00		
Animal Shelter	Georgetown	NA		Rear of exterior kennel	Roll up	N/A	Manual	N/A	N/A	Metal	7	8		299			
Animal Shelter	Georgetown	NA		Small Dog Intake	Roll overhead on track w/chain	Inside	Electric	Lift Master		4 Horizontal Pannels	9	10		499			
Animal Shelter	Georgetown	NA		Cats Facing In	Roll overhead on track w/chain	Inside	Electric	Overhead Door		5 Horizontal Pannels	9	10		499			
Animal Shelter	Georgetown	NA		Cats Facing Out	Roll overhead on track w/chain	Inside	Electric	Overhead Door		5 Horizontal Pannels	9	10		499			
EXPO North Pavilion	Taylor		1	South Side Right	Roll up w/ chain right	Inside Right	Electric			Metal	14	14		599			
NCF-Bldg J (Sign Shop?)	Georgetown		1	Building J	Roll up w/ chain	Inside on Right	Manual			Metal	10	12		599			
EXPO North Pavilion	Taylor		2	South Side Middle	Roll up w/ chain right	Inside Right	Electric			Metal	14	14		599			
EXPO North Pavilion	Taylor		3	South Side Left	Roll up w/ chain right	Inside Right	Electric			Metal	14	14		599			
EXPO North Pavilion	Taylor		4	Southwest Exterior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10		499			
EXPO North Pavilion	Taylor		5	Southwest Interior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10		499			

EXPO North Pavilion	Taylor	6	East Interior	Roll up w/ chain right	Inside Right	Electric	Metal	12	8	299
EXPO North Pavilion	Taylor	7	Northeast Exterior	Roll up w/ chain right	Inside Right	Electric	Metal	10	10	499
EXPO North Pavilion	Taylor	8	East Side Right	Roll up w/ chain right	Inside Right	Electric	Metal	14	12	599
EXPO North Pavilion	Taylor	9	East Side Middle Right	Roll up w/ chain right	Inside Right	Electric	Metal	14	12	599
EXPO North Pavilion	Taylor	10	East Side Middle Left	Roll up w/ chain right	Inside Right	Electric	Metal	14	12	599
EXPO North Pavilion	Taylor	11	East Side Left	Roll up w/ chain right	Inside Right	Electric	Metal	14	12	599

ANNUAL PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICES
FOR WILLIAMSON COUNTY, TEXAS

Attachment B – Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response. Failure to return this completed attachment will result in the disqualification of the response.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

After award and as individual projects are identified, awarded Contractor will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Contractor shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

Service Request	Hourly Rate
1. Regular Business Hours	
a. Regular Hours	$ 129.00
2. After Regular Business Hours	
a. After Regular Hours	$ 193.50
3. Weekend or County approved Holiday(s)	
a. Weekends or County approved Holidays	$ 193.50
4. **Emergency Response during Regular Hours**	
a. Regular Business Hours	$ 139.00
5. Emergency Response during After Hours	
a. After Business Hours	$ 193.50
6. Emergency Response on Weekends or Approved Holidays	
a. Weekend	$ 193.50
b. Williamson County Approved Holidays	$ 193.50

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY
Date Received

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

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

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

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

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

NJC LLC DBA The Door Company

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

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

N/A

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

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

7

Signature of vendor doing business with the governmental entity

11/15/2016

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Attachment C - Overhead Doors Compensation Fee
Williamson County Buildings

Building Name	City	Bld #	Door #	Location in building	Opening Process	Operator Location	Power	Make	Model	Material	Height(ft)	Width(ft)	Annual Price Per Door
Animal Shelter	Georgetown	NA	1	Rear of exterior kennel	Roll up	N/A	Manual	N/A	N/A	Metal	7	8	$ 389.00
Animal Shelter	Georgetown	NA	2	Small Dog Intake	Roll overhead on track w/chain	Inside	Electric	Lift Master		4 Horizontal Pannels	9	10	$ 499.00
Animal Shelter	Georgetown	NA	3	Cats Facing In	Roll overhead on track w/chain	Inside	Electric	Overhead Door		5 Horizontal Pannels	9	10	$ 499.00
Animal Shelter	Georgetown	NA	4	Cats Facing Out	Roll overhead on track w/chain	Inside	Electric	Overhead Door		5 Horizontal Pannels	9	10	$ 499.00
Brown Santa	Georgetown	1029	1	North Side of Building	Roll overhead on track w/chain	Inside	Manual			6 Horizontal Metal Pannels	12	12	$ 499.00
Central Maint Facility	Georgetown	1026	1	Exterior Parts Room	Roll up	Exterior	Electric			Metal 2 small windows	8	6	$ 499.00
Central Maint Facility	Georgetown	1026	2	Main Building South Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 499.00
Central Maint Facility	Georgetown	1026	3		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 499.00
Central Maint Facility	Georgetown	1026	4		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 499.00
Central Maint Facility	Georgetown	1026	5		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 499.00
Central Maint Facility	Georgetown	1026	6		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 499.00
Central Maint Facility	Georgetown	1026	7	Main Building South Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 387.00
Central Maint Facility	Georgetown	1026	8	Smailer Building South Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00
Central Maint Facility	Georgetown	1026	9	Smailer Building South Mid	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00
Central Maint Facility	Georgetown	1026	10	Smailer Building South Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00
Central Maint Facility	Georgetown	1026	11	Smailer Building North Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00
Central Maint Facility	Georgetown	1026	12	Smailer Building North Mid	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00
Central Maint Facility	Georgetown	1026	13	Smailer Building North Left	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00
Central Maint Facility	Georgetown	1026	14	Main Building North Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00
Central Maint Facility	Georgetown	1026	15		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00
Central Maint Facility	Georgetown	1026	16		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00
Central Maint Facility	Georgetown	1026	17		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00
Central Maint Facility	Georgetown	1026	18		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00
Central Maint Facility	Georgetown	1026	19		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00
Central Maint Facility	Georgetown	1026	20	Main Building North Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00
Central Maint Facility	Georgetown	1026	21	Interior Shop Library	Roll up		Manual			Metal	4	5	$ 399.00
Central Maint Facility	Georgetown	1026	22	Interior Parts Room	Roll up	Inside Right	Electric	Raynor		Metal	6	10	$ 399.00
EMS Training	Georgetown	1078	1	Rear Warehouse	Roll up No Chain	Inside Right	Electric	Cookson		Metal	15	15	$ 599.00
ESOC	Georgetown	1071	1	Rear	Roll up while chain	Inside Right	Manual			Metal	12	8	$ 399.00
EXPO Center	Taylor	1047	1	Main Pavilion West Concession Right	Roll up	N/A	Manual	Cornell		Metal	6	15	$ 399.00
EXPO Center	Taylor	1047	2	Convention Center Exterior North	Roll up w/ chain	Inside on Right	Manual			Metal	12	12	$ 399.00
EXPO Center	Taylor	1047	3	Convention Center Exterior West Left	Roll up w/ chain	Inside on Right	Manual			Metal	15	14	$ 399.00
EXPO Center	Taylor	1047	4	Convention Center Exterior West Right	Roll up w/ chain	Inside on Right	Manual			Metal	15	14	$ 399.00
EXPO Center	Taylor	1047	5	Small building across from convention center SE Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00

Attachment C - Overhead Doors Compensation Fee
Williamson County Buildings

EXPO Center	Taylor	1047	6	Small building across from convention center SW Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00
EXPO Center	Taylor	1047	7	Small building across from convention center NW Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00
EXPO Center	Taylor	1047	8	Small building across from convention center NE Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00
EXPO Center	Taylor	1047	9	Convention Center Interior North	Roll up w/ chain	Inside on Right	Manual			Metal	8	7	$ 399.00
EXPO Center	Taylor	1047	10	Convention Center Interior Front Right	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00
EXPO Center	Taylor	1047	11	Convention Center Interior Front Left	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00
EXPO Center	Taylor	1047	12	Convention Center Exterior South	Roll up	N/A	Manual	Cornell		Metal	15	15	$ 429.00
EXPO Center	Taylor	1047	13	Convention Center Concession West	Roll up	N/A	Manual			Metal	5	15	$ 299.00
EXPO Center	Taylor	1047	14	Convention Center Concession East	Roll up w/ chain	Inside on Right	Manual			Metal	5	12	$ 399.00
EXPO Center	Taylor	1047	15	Main Pavilion West Concession Left	Roll up	N/A	Manual	Cornell		Metal	6	15	$ 399.00
EXPO North Pavilion	Taylor	1047	1	South Side Right	Roll up w/ chain right	Inside Right	Electric			Metal	14	14	$ 599.00
EXPO North Pavilion	Taylor	1047	2	South Side Middle	Roll up w/ chain right	Inside Right	Electric			Metal	14	14	$ 599.00
EXPO North Pavilion	Taylor	1047	3	South Side Left	Roll up w/ chain right	Inside Right	Electric			Metal	14	14	$ 399.00
EXPO North Pavilion	Taylor	1047	4	Southwest Exterior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10	$ 399.00
EXPO North Pavilion	Taylor	1047	5	Southwest Interior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10	$ 399.00
EXPO North Pavilion	Taylor	1047	6	East Interior	Roll up w/ chain right	Inside Right	Electric			Metal	12	8	$ 399.00
EXPO North Pavilion	Taylor	1047	7	Northeast Exterior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10	$ 299.00
EXPO North Pavilion	Taylor	1047	8	East Side Right	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	$ 299.00
EXPO North Pavilion	Taylor	1047	9	East Side Middle Right	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	$ 299.00
EXPO North Pavilion	Taylor	1047	10	East Side Middle Left	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	$ 299.00
EXPO North Pavilion	Taylor	1047	11	East Side Left	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	$ 299.00
Facilities Service Center	Georgetown	1063	1	Rear Left	Roll up	N/A	Manual	N/A	N/A	Metal	8	10	$ 299.00
Facilities Service Center	Georgetown	1063	2	Rear Center	Roll up w/ chain	Inside on Right	Manual	N/A	N/A	Metal	12	12	$ 299.00
Facilities Service Center	Georgetown	1063	3	Rear Right	Roll up	N/A	Manual	N/A	N/A	Metal	8	10	$ 399.00
Facilities Warehouse	Georgetown	1063	1	East	Roll up w/ chain	Inside Right	Manual	N/A	N/A	Metal w/ insulation	14	14	$ 399.00
Facilities Warehouse	Georgetown	1063	2	West	Roll up w/ chain	Inside Right	Manual	N/A	N/A	Metal w/ insulation	14	14	$ 399.00
Facilities Warehouse	Georgetown	1063	3	North	Roll up	N/A	Manual	N/A	N/A	Metal w/ insulation	8	12	$ 399.00
Georgetown Annex	Georgetown	1080	1	Interior 2nd Floor near JP	Roll up	Inside and outside	Electric	Cornell		chainmail	10	17	$ 299.00
Historic Courthouse	Georgetown	1000	1	Interior 3rd Floor near Audit	Roll Up	Inside Right	Electric			chainmail	12	10	$ 399.00
Impound / Inspections	Georgetown	1079	1	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00
Impound / Inspections	Georgetown	1079	2	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00
Impound / Inspections	Georgetown	1079	3	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00
Impound / Inspections	Georgetown	1079	4	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00
Impound / Inspections	Georgetown	1079	5	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00
Impound / Inspections	Georgetown	1079	6	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00

Attachment C - Overhead Doors Compensation Fee
Williamson County Buildings

Impound / Inspections	Georgetown	1079	7	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00
Impound / Inspections	Georgetown	1079	8	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00
Impound / Inspections	Georgetown	1079	9	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00
Impound / Inspections	Georgetown	1079	10	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00
Impound / Inspections	Georgetown	1079	11	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00
Inner Loop Annex	Georgetown	1043	1	West side	Roll Up	Exterior	Manual			Metal	8	8	$ 299.00
Inner Loop Annex	Georgetown	1043	2	North Side of Building	Roll up w/ chain	Inside Right	Electric	Lift Master		Metal	10	10	$ 399.00
Inner Loop Annex	Georgetown	1043	3	East side loading bay	Roll Straight Up on track	Exterior	Manual	Old		Metal insulated with 6 small windows	10	10	$ 599.00
Inner Loop Annex	Georgetown	1043	4	Elections	Roll up	Inside	Electric				10	10	$ 399.00
Jail	Georgetown	1008	1	6th & Forest Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	Logic 5.0	chainmail	12	11	$ 599.00
Jail	Georgetown	1008	2	6th & Forest Right	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	Elite Series 4.0	chainmail	12	11	$ 599.00
Jail	Georgetown	1008	3	4th & Rock Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master		chainmail	16	12	$ 599.00
Jail	Georgetown	1008	4	4th & Rock Right	Roll Up w/ chain L	Controlled by Jail	Electric			chainmail	16	14	$ 599.00
Jail	Georgetown	1008	5	Forest	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	12	$ 599.00
Jail	Georgetown	1008	6	Forest Middle	Fold to the sides	Controlled by Jail	Electric	Lift Master		Solid Metal	11	14	$ 1,099.00
Jail	Georgetown	1008	7	Forest North	Fold to the sides	Controlled by Jail	Electric	Lift Master		Solid Metal	11	14	$ 1,099.00
Jail	Georgetown	1008	8	Interior Sally Port North L	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	$ 599.00
Jail	Georgetown	1008	9	Interior Sally Port North R	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	$ 599.00
Jail	Georgetown	1008	10	Interior Sally Port South L	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	$ 599.00
Jail	Georgetown	1008	11	Interior Sally Port South R	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	$ 599.00
Juvenile Justice Center	Georgetown	1045	1	Front of Bus Barn	Roll up		Electric			Metal	14	18	$ 599.00
Juvenile Justice Center	Georgetown	1045	2	Back of Bus Barn	Roll up		Electric			Metal	14	18	$ 599.00
Medic 11	Round Rock	1082	1	Front Right	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door		Horizontal panels 5 metal and 2 glass	14	12	$ 599.00
Medic 11	Round Rock	1082	2	Front Left	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door		Horizontal panels 5 metal and 2 glass	14	12	$ 599.00
Medic 11	Round Rock	1082	1	Front of the building	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door	RSX	Horizontal panels 6 metal and 1 glass	13	13	$ 599.00
Medic 41	Taylor	1034	1	Front of the building	Roll overhead on track w/chain	keypad by door exterior	Electric	Lift Master		Metal	10	16	$ 599.00
Medic 42	Taylor	1015	1	Front of the building	Roll overhead on track w/chain		Electric	*Very Old*		5 Metal Horizontal Pannels	9	15	$ 599.00
NCF-Bldg G-Impound	Georgetown	1079	12	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 599.00
River Ranch Barn	Liberty Hill	1087	1	Maint Bldg Back Left	Roll up w/ chain	Right inside	Manual	Cornell		Metal	15	10	$ 499.00
River Ranch Barn	Liberty Hill	1087	2	Maint Bldg Back Mid	Roll up w/ chain	Right inside	Electric	Cornell		Metal	15	20	$ 499.00
River Ranch Barn	Liberty Hill	1087	3	Maint Bldg Back Right	Roll up w/ chain	Right inside	Manual	Cornell		Metal	15	10	$ 599.00
River Ranch Barn	Liberty Hill	1087	4	Maint Bldg Side	Roll up w/ chain	Right inside	Manual	Cornell		Metal	12	10	$ 599.00
Road & Bridge	Georgetown	1026	1	Front Left	Roll up	Inside Right	Manual			Metal	12	12	$ 599.00
Road & Bridge	Georgetown	1026	2	Front Middle	Roll up	Inside Right	Manual			Metal	12	12	$ 599.00
Road & Bridge	Georgetown	1026	3	Front Right	Roll up	Inside Right	Manual			Metal	12	12	$ 599.00

Attachment C - Overhead Doors Compensation Fee
Williamson County Buildings

Road & Bridge	Georgetown	1026	1	Front	Roll up	Inside Right	Manual		Metal	12	12	$ 599.00
Sign Shop	Georgetown	10216	1	Building J	Roll up w/ chain	Inside on Right	Manual		Metal	10	12	$ 499.00
SW Regional Park	Leander	1072	1	Maint Bldg North Right	Roll up w/ chain	Inside Right	Manual		Metal	14	12	$ 599.00
SW Regional Park	Leander	1072	2	Maint Bldg North Left	Roll up w/ chain	Inside Right	Manual		Metal	14	12	$ 599.00
SW Regional Park	Leander	1072	3	Maint Bldg East	Roll up	N/A	Manual		Metal	8	8	$ 499.00
SW Regional Park	Leander	1072	4	Maint Bldg South Left	Roll up w/ chain	Inside Right	Manual		Metal	14	12	$ 499.00
SW Regional Park	Leander	1072	5	Maint Bldg South Right	Roll up w/ chain	Inside Right	Manual		Metal	14	12	$ 299.00
SW Regional Park	Leander	1072	6	Baseball Concession Left	Roll up	N/A	Manual	Cookson	Metal	5	8	$ 499.00
SW Regional Park	Leander	1072	7	Baseball Concession Right	Roll up	N/A	Manual	Cookson	Metal	5	8	$ 599.00
SW Regional Park	Leander	1072	8	Soccer/Tennis Concess Right	Roll up	N/A	Manual	Cookson	Metal	5	8	$ 599.00
SW Regional Park	Leander	1072	9	Soccer/Tennis Concess Left	Roll up	N/A	Manual	Cookson	Metal	5	8	$ 599.00
SW Regional Park	Leander	1072	10	Soccer/Tennis Concess Side	Roll up	N/A	Manual	Cookson	Metal	5	6	$ 599.00
Wireless/Radio Shop	Georgetown	1077	1		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ 599.00
Wireless/Radio Shop	Georgetown	1077	2		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ 599.00
Wireless/Radio Shop	Georgetown	1077	3		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ 599.00
Wireless/Radio Shop	Georgetown	1077	4		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ 599.00
Wireless/Radio Shop	Georgetown	1077	5		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ 599.00
Wireless/Radio Shop	Georgetown	1077	6		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ 599.00

3. Attachment C - Overhead Doors Compensatin and Fee
EMS Leases

Building Name	Address	Building	Bay #	Location	Openning Process	Operator Location	Power	Opener Make	Material	Height(ft)	Width(ft	Annual Price Per Door
EMS-2	1501 Cottonwood Creek Trail	CP FD 5		Away from Street N	Roll overhead on track w/ chain on the right	by door to interior	Electric	Overhead Door	7 Horizontal Pannels 5 Metal/ 2 Glass	14	14	$ 599.00
EMS-3	450 FM 1105	Weir FD										$ 599.00
Medic 12	1612 Red Bud Lane	RR FD 8		Front Southern door	Roll overhead on track w/ chain on the right	by door to interior	Electric	Lift Master	7 Horizontal Pannels 5 Metal/ 2 Glass	14	14	$ 599.00
Medic 12	1612 Red Bud Lane	RR FD 8		Back Southern door	Roll overhead on track w/ chain on the right	by door to interior	Electric	Lift Master		14	14	$ 599.00
Medic 13	350 Deepwood Drive	RR FD 5		Front Southern door	Roll overhead on track w/ chain on the left	Inside Left	Electric	Lift Master	7 Horizontal Pannels 5 Metal/ 2 Glass	14	14	$ 599.00
Medic 13	350 Deepwood Drive	RR FD 5		Back Southern door	Roll overhead on track w/ chain on the right	Inside Right	Electric	Lift Master		14	14	$ 599.00
Medic 14	221 Sundance Parkway	RR FD 3		Front Left	Roll overhead on track w/ chain middle	Inside Left	Electric	Lift Master	6 Horizontal Metal Pannels w/ 4 glass windows	14	14	$ 599.00
Medic 21	150 Church Street	1023 (CP FD 4)		Front Left	Roll overhead on track w/ chain on the right	by door to interior	Electric	Lift Master	glass windows (7X4)	14	14	$ 599.00
Medic 22	1570 Cypress Creek Road	CP FD 2		Front Left	Roll overhead on track w/ chain on the right	Inside Right	Electric	Lift Master	8 Horizontal Metal Pannels w/ 2 glass windows	16	14	$ 599.00
Medic 23	200 Bagdad Street	1037	N/A	Front	Roll overhead on track w/ chain in the middle	by door to interior	Electric	Raynor	7 horizontal metal pannels w/ small windows on the edges	12	12	$ 499.00
Medic 24	1311 Highland Drive	CP FD 3		Closest to the building	Roll overhead on track w/ chain on the left	by door to interior	Electric	Lift Master	8 Horizontal Metal Pannels w/ 2 glass windows	16	14	$ 599.00
Medic 25	301 Loop 332	LH FD 5		Rear of building seprate from rest	Roll overhead on track w/ chain	Near Overhead door	Electric	Overhead Door	8 Horizontal Metal Pannels w/ 4 glass windows	13	12	$ 499.00
Medic 26	1501 Cottonwood Creek Trail	CP FD 5		Away from Street S	Roll overhead on track w/ chain on the left	by door to interior	Electric	Overhead Door	7 Horizontal Pannels 5 Metal/ 2 Glass	14	14	$ 599.00
Medic 31	155 CR 313	Jarrell FD	3	Back left (only use one side)	Roll overhead on track w/ chain	by door to interior	Electric	Lift Master	8 Horizontal Pannel 8 Metal 4 small glass windows	15	14	$ 599.00
Medic 43	405 Exchange Blvd	Hutto FD 1		3rd from street North side	Roll overhead on track w/chain	by door to interior	Electric	Lift Master	7 Horizontal Pannels 5 Metal/ 2 Glass	14	14	$ 599.00
Medic 44	150 Swindoll Lane	Hutto FD 2		East Closest to the building	2 verticle halves. Both fold to the side.	by door to interior	Electric		4 Verticle Pannels of glass with metal framing	14	12	$ 499.00
Medic 51	16248 Great Oaks Drive	1053		Front	Roll overhead on track w/ chain on the right	Inside Right	Electric	Lift Master	7 Horizontal Pannels 4 Metal/ 3 Glass	14	12	$ 499.00
Medic 52	2721 Sam Bass Road	RR FD 9		Building to West	Track overhead w/ chain		Electric		6 Horizontal Metal Pannels	12	12	$ 599.00
Medic 59	450 FM1105	Weir FD										$ 599.00
Sqaud 30	301 S. Patterson Avenue	Florence FD 1		Front closest bay to the building (only use one side)	Roll overhead on track w/chain	Inside Right	Electric	Lift Master	7 Horizontal Pannels 6 Metal/ 1 Glass	11	12	$ 499.00

See if EMS-3 & Medic 59 are sharing a bay

NOTES FORM EMS Staff

- **M44 has barn-style doors that open to the side**. It is a brand new station, and unless we actively break the door, it should be covered by warrantee.
- M12, M13, and M44 all currently have drive through bays; this is subject to change at the whim of the fire chief if they need that bay for another apparatus. There is no indication that the bay will be used by an FD, so we should plan on two doors for these stations for the foreseeable future.
- M14 is going to move into a new station sometime this fall; they will likely have a drive through bay with two doors.
- If there are multiple units assigned to one station, I put the number of doors that particular unit accesses. For instance, EMS-2 and M26 are both at Cedar Park FD station 5. They have their own bay, so each of them uses 1 door.

Attachment G – Background Check Form

Williamson County Sheriff's Office

AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, Ray Andrews, **do hereby authorize a review and full disclosure of all records concerning myself to any authorized agent of the Williamson County Sheriff's Office whether the said records are of public, private or confidential nature.**

The intent of this authorization is to give my consent to a full and complete disclosure of any records to include, but not limited to, full criminal history and driving records.

I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information: and I do hereby release said person(s) who may furnish such information.

Raymond E. Andrews III 5-1-77 11-15-21 2:25pm

FULL NAME DATE OF BIRTH SIGNATURE DATE & TIME

1061 Clove Hitch

ADDRESS

Georgetown TX 78633

CITY STATE ZIP witness signature

806 677-3998

AREA CODE/PHONE NUMBER

12920161 and SS#

Drivers License Number / State of issue

Company working for: The Door Company Project: Wilco Jail Lock Repairs, Preventative Maintenance and Installation – Contact @ Facilities are: Shantil Moore and Christi Stromberg.

Please email the completed form with a copy of the named person's driver's license to: chris.watts@wilco.org. Also, call 512-943-1407 and leave the message advising you have sent a form.

Attachment G – Background Check Form

Williamson County Sheriff's Office

AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, Patrick Goodwin, do hereby authorize a review and full disclosure of all records concerning myself to any authorized agent of the Williamson County Sheriff's Office whether the said records are of public, private or confidential nature.

The intent of this authorization is to give my consent to a full and complete disclosure of any records to include, but not limited to, full criminal history and driving records.

I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information: and I do hereby release said person(s) who may furnish such information.

Patrick Goodwin 10/13/95 Patrick Goodwin 11-15-21
FULL NAME DATE OF BIRTH SIGNATURE DATE & TIME

8211 Fern Bluff AVE.
ADDRESS

Round Rock TX 78681
CITY STATE ZIP

witness signature

346-402-3268
AREA CODE/PHONE NUMBER

39700021 and SS# 632-50-4620
Drivers License Number / State of issue

Company working for: The Door Company Project: Wilco Jail Lock Repairs, Preventative Maintenance and Installation – Contact @ Facilities are: Shanil Moore and Christi Stromberg.

Please email the completed form with a copy of the named person's driver's license to: chris.watts@wilco.org. Also, call 512-943-1407 and leave the message advising you have sent a form.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY
Date Received

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

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

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

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

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

NJC LLC DBA The Door Company

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

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

N/A

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

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

7

Signature of vendor doing business with the governmental entity

11/15/2016

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Attachment C - Overhead Doors Compensation Fee
Williamson County Buildings

Building Name	City	Bld #	Door #	Location in building	Opening Process	Operator Location	Power	Make	Model	Material	Height(ft)	Width(ft)	Annual Price Per Door
Animal Shelter	Georgetown	NA	1	Rear of exterior kennel	Roll up	N/A	Manual	N/A	N/A	Metal	7	8	$ 389.00
Animal Shelter	Georgetown	NA	2	Small Dog Intake	Roll overhead on track w/chain	Inside	Electric	Lift Master		4 Horizontal Pannels	9	10	$ 499.00
Animal Shelter	Georgetown	NA	3	Cats Facing In	Roll overhead on track w/chain	Inside	Electric	Overhead Door		5 Horizontal Pannels	9	10	$ 499.00
Animal Shelter	Georgetown	NA	4	Cats Facing Out	Roll overhead on track w/chain	Inside	Electric	Overhead Door		5 Horizontal Pannels	9	10	$ 499.00
Brown Santa	Georgetown	1029	1	North Side of Building	Roll overhead on track w/chain	Inside	Manual			6 Horizontal Metal Pannels	12	12	$ 499.00
Central Maint Facility	Georgetown	1026	1	Exterior Parts Room	Roll up	Exterior	Electric			Metal 2 small windows	8	6	$ 499.00
Central Maint Facility	Georgetown	1026	2	Main Building South Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 499.00
Central Maint Facility	Georgetown	1026	3		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 499.00
Central Maint Facility	Georgetown	1026	4		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 499.00
Central Maint Facility	Georgetown	1026	5		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 499.00
Central Maint Facility	Georgetown	1026	6		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 499.00
Central Maint Facility	Georgetown	1026	7	Main Building South Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 387.00
Central Maint Facility	Georgetown	1026	8	Smailer Building South Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00
Central Maint Facility	Georgetown	1026	9	Smailer Building South Mid	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00
Central Maint Facility	Georgetown	1026	10	Smailer Building South Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00
Central Maint Facility	Georgetown	1026	11	Smailer Building North Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00
Central Maint Facility	Georgetown	1026	12	Smailer Building North Mid	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00
Central Maint Facility	Georgetown	1026	13	Smailer Building North Left	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00
Central Maint Facility	Georgetown	1026	14	Main Building North Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00
Central Maint Facility	Georgetown	1026	15		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00
Central Maint Facility	Georgetown	1026	16		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00
Central Maint Facility	Georgetown	1026	17		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00
Central Maint Facility	Georgetown	1026	18		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00
Central Maint Facility	Georgetown	1026	19		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00
Central Maint Facility	Georgetown	1026	20	Main Building North Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00
Central Maint Facility	Georgetown	1026	21	Interior Shop Library	Roll up		Manual			Metal	4	5	$ 399.00
Central Maint Facility	Georgetown	1026	22	Interior Parts Room	Roll up	Inside Right	Electric	Raynor		Metal	6	10	$ 399.00
EMS Training	Georgetown	1078	1	Rear Warehouse	Roll up No Chain	Inside Right	Electric	Cookson		Metal	15	15	$ 599.00
ESOC	Georgetown	1071	1	Rear	Roll up while chain	Inside Right	Manual			Metal	12	8	$ 399.00
EXPO Center	Taylor	1047	1	Main Pavilion West Concession Right	Roll up	N/A	Manual	Cornell		Metal	6	15	$ 399.00
EXPO Center	Taylor	1047	2	Convention Center Exterior North	Roll up w/ chain	Inside on Right	Manual			Metal	12	12	$ 399.00
EXPO Center	Taylor	1047	3	Convention Center Exterior West Left	Roll up w/ chain	Inside on Right	Manual			Metal	15	14	$ 399.00
EXPO Center	Taylor	1047	4	Convention Center Exterior West Right	Roll up w/ chain	Inside on Right	Manual			Metal	15	14	$ 399.00
EXPO Center	Taylor	1047	5	Small building across from convention center SE Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00

Attachment C - Overhead Doors Compensation Fee
Williamson County Buildings

EXPO Center	Taylor	1047	6	Small building across from convention center SW Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00
EXPO Center	Taylor	1047	7	Small building across from convention center NW Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00
EXPO Center	Taylor	1047	8	Small building across from convention center NE Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00
EXPO Center	Taylor	1047	9	Convention Center Interior North	Roll up w/ chain	Inside on Right	Manual			Metal	8	7	$ 399.00
EXPO Center	Taylor	1047	10	Convention Center Interior Front Right	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00
EXPO Center	Taylor	1047	11	Convention Center Interior Front Left	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00
EXPO Center	Taylor	1047	12	Convention Center Exterior South	Roll up	N/A	Manual	Cornell		Metal	15	15	$ 429.00
EXPO Center	Taylor	1047	13	Convention Center Concession West	Roll up	N/A	Manual			Metal	5	15	$ 299.00
EXPO Center	Taylor	1047	14	Convention Center Concession East	Roll up w/ chain	Inside on Right	Manual			Metal	5	12	$ 399.00
EXPO Center	Taylor	1047	15	Main Pavilion West Concession Left	Roll up	N/A	Manual	Cornell		Metal	6	15	$ 399.00
EXPO North Pavilion	Taylor	1047	1	South Side Right	Roll up w/ chain right	Inside Right	Electric			Metal	14	14	$ 599.00
EXPO North Pavilion	Taylor	1047	2	South Side Middle	Roll up w/ chain right	Inside Right	Electric			Metal	14	14	$ 599.00
EXPO North Pavilion	Taylor	1047	3	South Side Left	Roll up w/ chain right	Inside Right	Electric			Metal	14	14	$ 399.00
EXPO North Pavilion	Taylor	1047	4	Southwest Exterior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10	$ 399.00
EXPO North Pavilion	Taylor	1047	5	Southwest Interior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10	$ 399.00
EXPO North Pavilion	Taylor	1047	6	East Interior	Roll up w/ chain right	Inside Right	Electric			Metal	12	8	$ 399.00
EXPO North Pavilion	Taylor	1047	7	Northeast Exterior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10	$ 299.00
EXPO North Pavilion	Taylor	1047	8	East Side Right	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	$ 299.00
EXPO North Pavilion	Taylor	1047	9	East Side Middle Right	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	$ 299.00
EXPO North Pavilion	Taylor	1047	10	East Side Middle Left	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	$ 299.00
EXPO North Pavilion	Taylor	1047	11	East Side Left	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	$ 299.00
Facilities Service Center	Georgetown	1063	1	Rear Left	Roll up	N/A	Manual	N/A	N/A	Metal	8	10	$ 299.00
Facilities Service Center	Georgetown	1063	2	Rear Center	Roll up w/ chain	Inside on Right	Manual	N/A	N/A	Metal	12	12	$ 299.00
Facilities Service Center	Georgetown	1063	3	Rear Right	Roll up	N/A	Manual	N/A	N/A	Metal	8	10	$ 399.00
Facilities Warehouse	Georgetown	1063	1	East	Roll up w/ chain	Inside Right	Manual	N/A	N/A	Metal w/ insulation	14	14	$ 399.00
Facilities Warehouse	Georgetown	1063	2	West	Roll up w/ chain	Inside Right	Manual	N/A	N/A	Metal w/ insulation	14	14	$ 399.00
Facilities Warehouse	Georgetown	1063	3	North	Roll up	N/A	Manual	N/A	N/A	Metal w/ insulation	8	12	$ 399.00
Georgetown Annex	Georgetown	1080	1	Interior 2nd Floor near JP	Roll up	Inside and outside	Electric	Cornell		chainmail	10	17	$ 299.00
Historic Courthouse	Georgetown	1000	1	Interior 3rd Floor near Audit	Roll Up	Inside Right	Electric			chainmail	12	10	$ 399.00
Impound / Inspections	Georgetown	1079	1	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00
Impound / Inspections	Georgetown	1079	2	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00
Impound / Inspections	Georgetown	1079	3	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00
Impound / Inspections	Georgetown	1079	4	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00
Impound / Inspections	Georgetown	1079	5	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00
Impound / Inspections	Georgetown	1079	6	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00

Attachment C - Overhead Doors Compensation Fee
Williamson County Buildings

Impound / Inspections	Georgetown	1079	7	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00
Impound / Inspections	Georgetown	1079	8	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00
Impound / Inspections	Georgetown	1079	9	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00
Impound / Inspections	Georgetown	1079	10	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00
Impound / Inspections	Georgetown	1079	11	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00
Inner Loop Annex	Georgetown	1043	1	West side	Roll Up	Exterior	Manual			Metal	8	8	$ 299.00
Inner Loop Annex	Georgetown	1043	2	North Side of Building	Roll up w/ chain	Inside Right	Electric	Lift Master		Metal	10	10	$ 399.00
Inner Loop Annex	Georgetown	1043	3	East side loading bay	Roll Straight Up on track	Exterior	Manual	Old		Metal insulated with 6 small windows	10	10	$ 599.00
Inner Loop Annex	Georgetown	1043	4	Elections	Roll up	Inside	Electric				10	10	$ 399.00
Jail	Georgetown	1008	1	6th & Forest Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	Logic 5.0	chainmail	12	11	$ 599.00
Jail	Georgetown	1008	2	6th & Forest Right	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	Elite Series 4.0	chainmail	12	11	$ 599.00
Jail	Georgetown	1008	3	4th & Rock Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master		chainmail	16	12	$ 599.00
Jail	Georgetown	1008	4	4th & Rock Right	Roll Up w/ chain L	Controlled by Jail	Electric			chainmail	16	14	$ 599.00
Jail	Georgetown	1008	5	Forest	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	12	$ 599.00
Jail	Georgetown	1008	6	Forest Middle	Fold to the sides	Controlled by Jail	Electric	Lift Master		Solid Metal	11	14	$ 1,099.00
Jail	Georgetown	1008	7	Forest North	Fold to the sides	Controlled by Jail	Electric	Lift Master		Solid Metal	11	14	$ 1,099.00
Jail	Georgetown	1008	8	Interior Sally Port North L	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	$ 599.00
Jail	Georgetown	1008	9	Interior Sally Port North R	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	$ 599.00
Jail	Georgetown	1008	10	Interior Sally Port South L	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	$ 599.00
Jail	Georgetown	1008	11	Interior Sally Port South R	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	$ 599.00
Juvenile Justice Center	Georgetown	1045	1	Front of Bus Barn	Roll up		Electric			Metal	14	18	$ 599.00
Juvenile Justice Center	Georgetown	1045	2	Back of Bus Barn	Roll up		Electric			Metal	14	18	$ 599.00
Medic 11	Round Rock	1082	1	Front Right	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door		Horizontal panels 5 metal and 2 glass	14	12	$ 599.00
Medic 11	Round Rock	1082	2	Front Left	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door		Horizontal panels 5 metal and 2 glass	14	12	$ 599.00
Medic 11	Round Rock	1082	1	Front of the building	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door	RSX	Horizontal panels 6 metal and 1 glass	13	13	$ 599.00
Medic 41	Taylor	1034	1	Front of the building	Roll overhead on track w/chain	keypad by door exterior	Electric	Lift Master		Metal	10	16	$ 599.00
Medic 42	Taylor	1015	1	Front of the building	Roll overhead on track w/chain		Electric	*Very Old*		5 Metal Horizontal Pannels	9	15	$ 599.00
NCF-Bldg G-Impound	Georgetown	1079	12	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 599.00
River Ranch Barn	Liberty Hill	1087	1	Maint Bldg Back Left	Roll up w/ chain	Right inside	Manual	Cornell		Metal	15	10	$ 499.00
River Ranch Barn	Liberty Hill	1087	2	Maint Bldg Back Mid	Roll up w/ chain	Right inside	Electric	Cornell		Metal	15	20	$ 499.00
River Ranch Barn	Liberty Hill	1087	3	Maint Bldg Back Right	Roll up w/ chain	Right inside	Manual	Cornell		Metal	15	10	$ 599.00
River Ranch Barn	Liberty Hill	1087	4	Maint Bldg Side	Roll up w/ chain	Right inside	Manual	Cornell		Metal	12	10	$ 599.00
Road & Bridge	Georgetown	1026	1	Front Left	Roll up	Inside Right	Manual			Metal	12	12	$ 599.00
Road & Bridge	Georgetown	1026	2	Front Middle	Roll up	Inside Right	Manual			Metal	12	12	$ 599.00
Road & Bridge	Georgetown	1026	3	Front Right	Roll up	Inside Right	Manual			Metal	12	12	$ 599.00

Attachment C - Overhead Doors Compensation Fee
Williamson County Buildings

Road & Bridge	Georgetown	1026	1	Front	Roll up	Inside Right	Manual		Metal	12	12	$ 599.00
Sign Shop	Georgetown	10216	1	Building J	Roll up w/ chain	Inside on Right	Manual		Metal	10	12	$ 499.00
SW Regional Park	Leander	1072	1	Maint Bldg North Right	Roll up w/ chain	Inside Right	Manual		Metal	14	12	$ 599.00
SW Regional Park	Leander	1072	2	Maint Bldg North Left	Roll up w/ chain	Inside Right	Manual		Metal	14	12	$ 599.00
SW Regional Park	Leander	1072	3	Maint Bldg East	Roll up	N/A	Manual		Metal	8	8	$ 499.00
SW Regional Park	Leander	1072	4	Maint Bldg South Left	Roll up w/ chain	Inside Right	Manual		Metal	14	12	$ 499.00
SW Regional Park	Leander	1072	5	Maint Bldg South Right	Roll up w/ chain	Inside Right	Manual		Metal	14	12	$ 299.00
SW Regional Park	Leander	1072	6	Baseball Concession Left	Roll up	N/A	Manual	Cookson	Metal	5	8	$ 499.00
SW Regional Park	Leander	1072	7	Baseball Concession Right	Roll up	N/A	Manual	Cookson	Metal	5	8	$ 599.00
SW Regional Park	Leander	1072	8	Soccer/Tennis Concess Right	Roll up	N/A	Manual	Cookson	Metal	5	8	$ 599.00
SW Regional Park	Leander	1072	9	Soccer/Tennis Concess Left	Roll up	N/A	Manual	Cookson	Metal	5	8	$ 599.00
SW Regional Park	Leander	1072	10	Soccer/Tennis Concess Side	Roll up	N/A	Manual	Cookson	Metal	5	6	$ 599.00
Wireless/Radio Shop	Georgetown	1077	1		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ 599.00
Wireless/Radio Shop	Georgetown	1077	2		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ 599.00
Wireless/Radio Shop	Georgetown	1077	3		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ 599.00
Wireless/Radio Shop	Georgetown	1077	4		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ 599.00
Wireless/Radio Shop	Georgetown	1077	5		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ 599.00
Wireless/Radio Shop	Georgetown	1077	6		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	$ 599.00

3. Attachment C - Overhead Doors Compensatin and Fee
EMS Leases

Building Name	Address	Building	Bay #	Location	Openning Process	Operator Location	Power	Opener Make	Material	Height(ft)	Width(ft	Annual Price Per Door
EMS-2	1501 Cottonwood Creek Trail	CP FD 5		Away from Street N	Roll overhead on track w/ chain on the right	by door to interior	Electric	Overhead Door	7 Horizontal Pannels 5 Metal/ 2 Glass	14	14	$ 599.00
EMS-3	450 FM 1105	Weir FD										$ 599.00
Medic 12	1612 Red Bud Lane	RR FD 8		Front Southern door	Roll overhead on track w/ chain on the right	by door to interior	Electric	Lift Master	7 Horizontal Pannels 5 Metal/ 2 Glass	14	14	$ 599.00
Medic 12	1612 Red Bud Lane	RR FD 8		Back Southern door	Roll overhead on track w/ chain on the right	by door to interior	Electric	Lift Master		14	14	$ 599.00
Medic 13	350 Deepwood Drive	RR FD 5		Front Southern door	Roll overhead on track w/ chain on the left	Inside Left	Electric	Lift Master	7 Horizontal Pannels 5 Metal/ 2 Glass	14	14	$ 599.00
Medic 13	350 Deepwood Drive	RR FD 5		Back Southern door	Roll overhead on track w/ chain on the right	Inside Right	Electric	Lift Master		14	14	$ 599.00
Medic 14	221 Sundance Parkway	RR FD 3		Front Left	Roll overhead on track w/ chain middle	Inside Left	Electric	Lift Master	6 Horizontal Metal Pannels w/ 4 glass windows	14	14	$ 599.00
Medic 21	150 Church Street	1023 (CP FD 4)		Front Left	Roll overhead on track w/ chain on the right	by door to interior	Electric	Lift Master	glass windows (7X4)	14	14	$ 599.00
Medic 22	1570 Cypress Creek Road	CP FD 2		Front Left	Roll overhead on track w/ chain on the right	Inside Right	Electric	Lift Master	8 Horizontal Metal Pannels w/ 2 glass windows	16	14	$ 599.00
Medic 23	200 Bagdad Street	1037	N/A	Front	Roll overhead on track w/ chain in the middle	by door to interior	Electric	Raynor	7 horizontal metal pannels w/ small windows on the edges	12	12	$ 499.00
Medic 24	1311 Highland Drive	CP FD 3		Closest to the building	Roll overhead on track w/ chain on the left	by door to interior	Electric	Lift Master	8 Horizontal Metal Pannels w/ 2 glass windows	16	14	$ 599.00
Medic 25	301 Loop 332	LH FD 5		Rear of building seprate from rest	Roll overhead on track w/ chain	Near Overhead door	Electric	Overhead Door	8 Horizontal Metal Pannels w/ 4 glass windows	13	12	$ 499.00
Medic 26	1501 Cottonwood Creek Trail	CP FD 5		Away from Street S	Roll overhead on track w/ chain on the left	by door to interior	Electric	Overhead Door	7 Horizontal Pannels 5 Metal/ 2 Glass	14	14	$ 599.00
Medic 31	155 CR 313	Jarrell FD	3	Back left (only use one side)	Roll overhead on track w/ chain	by door to interior	Electric	Lift Master	8 Horizontal Pannel 8 Metal 4 small glass windows	15	14	$ 599.00
Medic 43	405 Exchange Blvd	Hutto FD 1		3rd from street North side	Roll overhead on track w/chain	by door to interior	Electric	Lift Master	7 Horizontal Pannels 5 Metal/ 2 Glass	14	14	$ 599.00
Medic 44	150 Swindoll Lane	Hutto FD 2		East Closest to the building	2 verticle halves. Both fold to the side.	by door to interior	Electric		4 Verticle Pannels of glass with metal framing	14	12	$ 499.00
Medic 51	16248 Great Oaks Drive	1053		Front	Roll overhead on track w/ chain on the right	Inside Right	Electric	Lift Master	7 Horizontal Pannels 4 Metal/ 3 Glass	14	12	$ 499.00
Medic 52	2721 Sam Bass Road	RR FD 9		Building to West	Track overhead w/ chain		Electric		6 Horizontal Metal Pannels	12	12	$ 599.00
Medic 59	450 FM1105	Weir FD										$ 599.00
Sqaud 30	301 S. Patterson Avenue	Florence FD 1		Front closest bay to the building (only use one side)	Roll overhead on track w/chain	Inside Right	Electric	Lift Master	7 Horizontal Pannels 6 Metal/ 1 Glass	11	12	$ 499.00

See if EMS-3 & Medic 59 are sharing a bay

NOTES FORM EMS Staff

- **M44 has barn-style doors that open to the side**. It is a brand new station, and unless we actively break the door, it should be covered by warrantee.
- M12, M13, and M44 all currently have drive through bays; this is subject to change at the whim of the fire chief if they need that bay for another apparatus. There is no indication that the bay will be used by an FD, so we should plan on two doors for these stations for the foreseeable future.
- M14 is going to move into a new station sometime this fall; they will likely have a drive through bay with two doors.
- If there are multiple units assigned to one station, I put the number of doors that particular unit accesses. For instance, EMS-2 and M26 are both at Cedar Park FD station 5. They have their own bay, so each of them uses 1 door.

RFP Overhead Door Annual Preventative Maintenance Services - Proposal Data

Show/Hide | Search

Supplier	Name of Individual or Business Entity, Address of Individual or Business Entity, Type of Business Entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.), Place of incorporation or organization	CERTIFICATION: The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.	NON-COLLUSION: I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person(s) engaged in the same line of business prior to the official opening of this Proposal and that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person(s) to submit a Proposal.	COOPERATIVE PURCHASING: PROGRAM Please select Yes or No. By selecting Yes the Respondent is agreeing to offer the quoted prices to all authorized entities during the term of the County's contract. By selecting No the Respondent is stating they will not offer the quoted prices to all authorized entities. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.
The Door Company Scorecard Open...	NJC LLC DBA The Door Company, 58540 Williams Dr, Georgetown Tx 78633, LLC	Yes	Yes	Yes

The Door Company

5840 Williams Drive Bldg A – Georgetown, TX 78628
512-863-0007 Georgetown
TheDoorCompany@gmail.com

Our standard maintenance shall cover verification of the items listed below in our standard maintenance checklist. Our obligation is to verify all items noted are in proper functioning condition and allow safe operations of overhead doors, and openers. As items are verified non-functional or unsafe, it is the responsibility of, The Door Company, to notify our "Point of Contact" of these items and send a quote for repair. All items noted in the checklist are not replaceable without an open Purchase Order and approval of payment.

The items that can be replaced, without charge under the standard maintenance will be minor items such as…

- Nuts, bolts, and screws in order to secure for safety reasons
- Non-tension rollers and hinges

These items noted for replacement without a Purchase Order are items that can be easily replaced on site during regular maintenance and accessible without ordering. All other repairs will be noted and quoted as mentioned above.

Standard maintenance will be, lube, tune, and balancing of overhead doors and openers, adjustments of limits and pressure force settings, and standard safety and functionality inspection. Applicable equipment and maintenance, ie…Scissor lifts, ladders, shop supplies, rags, minor nuts and bolts, etc… will be accounted for in the annual maintenance fees.

Standard Maintenance Check List

- **GLAZING**
- **SECTIONS AND STRUTS**
- **HINGES AND ROLLERS**
- **TRACK**
- **BEARINGS**
- **TORSION TUBE**
- **Springs**
- **Cables**
- **Bottom/Top Brackets**
- **Locks**
- **Weather Stripping**
- **Insulation**
- **Chain/Belt Tension**
- **Gear/Shaft**
- **Circuit Board**
- **Sensitivity**
- **Travel Limits**
- **Safety Sensors**
- **Wall Button**
- **Remote**
- **KeyPad**
- **Bracing**

The Door Company

5840 Williams Drive Bldg A – Georgetown, TX 78628
512-863-0007 Georgetown
TheDoorCompany@gmail.com

Qualifications, Experience and Past Projects-

Past Projects similar to this one and performance of those projects:

Central Wilco Maintenance Program-Fiscal Year 2019

Williamson County Maintenance Program-Fiscal Years 2020-2021

Martin Marietta Maintenance Program-Fiscal Years 2020-2021

Past performance-

All previous and current projects have been successfully completed and carried out in accordance with timelines and agreements of maintenance, contracts, and budgets.

Financial stability/Competence of Company-

The Door Company has been in business for 25 Years and carries all insurance and compliance program certs needed to maintain a safe working relationship for all parties financially. Each year for 25 years we set budgets based on our financial data collected over the fiscal year. Each year we meet and exceed our goals in order to reach the growth goals we have set in place. Over our 25 years in business, we have not had any years with financial loss. All equipment within The Door Company is paid in full. With all of our suppliers such as…Amarr/Entramatic, Resource Industries, Clopay, American Express, etc, we have a great credit standing and are involved in early payment programs in order to continue our growth toward financial health and stability.

Door Company References:

Ashby Signature Homes- Norm Ashby 512-943-9237

4809 Williams Drive, Georgetown, Texas

Grand Endeavor Homes- Justin Jacobs 512-766-4663

4407 I-35 Suite 203, Georgetown, Texas

Martin Marietta- Matthew Parker- 512-805-4462
7781 FM 1102, New Braunfels, TX 78132

History of company-

Length of time in business- The Door Company has been in business serving Georgetown, Williamson County and The rest of Central Texas for 25 Years.

Certifications/Licenses- We are not required to carry any licenses or certifications, but our technicians average 25 years of on the job training in troubleshooting and installation processes as well as continued education on new equipment and technology.

Insurance Coverage- The Door Company is covered through Watkins Insurance Group, by Mountain State Insurance for workman's compensation and carries Commercial General Liability Insurance as well.

Value Added Service-

The Door Company is a locally owned and operated business that has been and will remain in our community, Georgetown Texas.

The Door Company has previous experience working on, installing, and maintaining a large number of Williamson County Park, Expo, Jail, Technology and Emergency doors, hardware, openers and more.

Our technicians will provide onsite training and education inline with our work to your team as we are onsite in order to teach them the best preventative maintenance processes.

Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

December 8, 2021

To: Purchasing

Re: 22RFP32 Recommendation

The recommendation from the RFP Evaluation Committee is to award the Overhead Door contract to The Door Company effective January 1, 2022. This evaluation is based on all items outlined in the evaluation criteria in 22RFP32. Proposal pricing is within the current budget for these services.

The Door Company is a locally owned and operated company in Williamson County and has been providing services for approximately 25 years. They have experience working on, installing, and maintaining a large number of overhead doors including doors on Williamson County facilities. These Williamson County facilities include Parks, Expo, Sheriff Office's and Jail, and various Emergency response facilities.

The Facilities Department recommends that the Williamson County Commissioners Court award the contract based on the committee's evaluation.

Sincerely,

Dale Butler
Facilities Director
Williamson County

Williamson County 22RFP32 RFP Overhead Door Annual Maint

November 26, 2021

Evaluation Criteria	Max Points		The Door Company
Compensation and Fees	30		30
References	15		15
Value added Services	20		20
Responsiveness	10		6
Products, Services and Solutions Offered	5		5
Contractor Qualifications	25		20
Total	105		96

[redacted]

Commissioners Court - Regular Session **45.**

Meeting Date: 12/14/2021

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	11/15/2021 02:34 PM
Form Started By: Vicky Edwards		Started On: 11/15/2021 01:54 PM
Final Approval Date: 11/15/2021		

Commissioners Court - Regular Session **46.**

Meeting Date: 12/14/2021

Award RFP #21RFP24 for Bulk Fuel to Pinnacle Petroleum, Inc. for Fleet Department

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 awarding RFP #21IFB24 for Bulk Fuel to the overall lowest best value bidder, Pinnacle Petroleum, Inc.

Background

Approval of this item will support the operations of the Williamson County Fleet Department. Purchasing solicited sealed bids for bulk fuel. Five Hundred Fifty-Seven (557) vendors were notified of the solicitation, Twenty-two (22) vendors downloaded the documents, seven (7) bids were received. After review and evaluation of the bids, it was determined that Pinnacle Petroleum, Inc. would provide the best value for the County for the three delivery categories; tankwagon, generator and transport truck. This award structure is designed for a one-vendor award. Thus, the Fleet Department has recommended that 21IFB24 for Bulk Fuel be awarded to Pinnacle Petroleum, Inc. Funding for this expenditure will be charged to 0882.0882.003301. $1.2 million has been budgeted for fuel in the FY22 budget. Fuel is purchased as needed. Department contact is Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Price Tabulation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/09/2021 09:11 AM
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:31 AM
Form Started By: Erica Smith		Started On: 11/15/2021 11:19 AM
Final Approval Date: 12/09/2021		

Subject: Fuel Bid for Williamson County Recommendation

The Williamson County Fleet Services Department has performed a thorough review of the seven (7) bulk fuel bids submitted for IFB 21IFB24.

After tabulating the fuel bids by vendor I have determined that Pinnacle Petroleum, Inc. is the lowest bidder of fuel for transport load deliveries, and Texcon Oil is the lowest bidder for tank wagon load deliveries. To date we have not had to utilize an outside vendor for generator fueling.

Since this bid is awarded as a complete package, and in light of tank wagon and generator fueling being such a small portion of the total contract, it is my recommendation that the bid be awarded to Pinnacle Petroleum, Inc.

Thank you for your time,

Kevin Teller
Director of Fleet Services
Williamson County

21IFB24 Bulk Fuel

Delivery/Fuel Type	Arnold Oil	Colonial Oil Industries	Fikes Wholesale	Mansfield Oil Company	Petroleum Traders Corp	Pinnacle Petroleum	Texcon Oil
Tank Wagon							
Unleaded	0.2060	0.4525	0.0218	**0.3258**	0.1550	0.2044	0.1500
Diesel	0.2030	0.4525	0.0228	0.3258	0.1550	0.2161	0.1500
Total:	**0.4090**	**0.9050**	**0.0446**	**0.6516**	**0.3100**	**0.4205**	**0.3000**
Transport Truck							
Unleaded	0.0880	-0.0298	0.0218	-0.0003	-0.0297	-0.0231	0.0700
Diesel	0.0880	-0.0180	0.0228	0.03470	-0.0077	-0.0297	0.0700
Total:	**0.1760**	**-0.0478**	**0.0446**	**0.0344**	**-0.0374**	**-0.0529**	**0.1400**
Generator Refueling							
Markup	0.406	0	0.2195	0.2337	no bid	0.25	$0.50
Cost Per Stop	2.4896	600		100	no bid	100	$150.00
Demurrage Per Hr	45	75	80		no bid	100	150
Total:	**47.8956**	**675**	**80.2195**	**100.2337**	**0**	**200.25**	**300.5**

Commissioners Court - Regular Session **47.**

Meeting Date: 12/14/2021

1812-282 Seward Junction Improvements CO#11 (projectOverhead)

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. #11 in the amount of $68,933.28 for 1812-282 Seward Junction Improvements (Jordan Foster), a Road Bond project in Commissioner Pct. 2 P:271/274 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for the cost of overhead for the 24 days added to the contract time for the relocation of the Liberty Hill water lines along SH 29. The cost of the work was added in Change Order 5 and the time was added in Change Order 10. The time impact of the additional work was not known at the time the cost of the work was negotiated.

The County agrees to pay the contractor's actual cost for Project Management, Safety Coordinator, Surveyor, and support for these positions for the 24 days added to the contract for the Liberty Hill waterline relocation along SH 29. These costs were not included in previously submitted costs.

This Change Order results in a net increase of $68,933.28 to the Contract amount, for an adjusted Contract total of $14,073,560.21. The original Contract amount was $13,270,258.10. As a result of this and all Change Orders to-date, $803,302.11 has been added to the Contract, resulting in an 6.05% net increase in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1812-282 Seward Junction Improvements CO#11 (projectOverhead)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:06 AM
Form Started By: Mayra Ramos		Started On: 11/23/2021 11:32 AM
Final Approval Date: 12/09/2021		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 11

1. CONTRACTOR: **Jordan Foster**

2. Change Order Work Limits: Sta. **12+98** to Sta. **270+26**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2G** (3 Max. - In order of importance - Primary first)

Project:	***1812-282***
Roadway:	***SJ Improvements***
CSJ Number:	

5. Describe the work being revised:

2G. Differing Site Conditions.Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for the cost of overhead for the 24 days added to contract time for the relocation of Liberty Hill water lines along SH 29. The cost of the work was added in Change Order 5 and the time was added in Change Order 10. The time impact of the additional work was not known at the time the cost of the work was negotiated.

6. Work to be performed in accordance with Items: **See attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item _N/A_ No. _N/A_, Special Specification Item __N/A__ are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 11/17/2021

By _____

Typed/Printed Name John Goodrich, P.E.

Typed/Printed Title Executive Vice President

The following information must be provided

Time Ext. #: **NA** Days added on this CO: **0**

Amount added by this change order: **$68,933.28**

RECOMMENDED FOR EXECUTION:

_____ 11/22/21
Project Manager Date

N/A
Design Engineer Date

_____ 11/22/2021
Program Manager Date

Williamson County Engineer 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: *11* ***Project #*** *1812-282*

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
SEWARD JUNCTION SOUTHWEST									
999-021	PROJECT OVERHEAD	DAY	$2,872.22	0.00	$0.00	24.00	24.00	$68,933.28	$68,933.28
	TOTALS				$0.00			$68,933.28	$68,933.28

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

Seward Junction Improvements
Williamson County Project No. 1812-282

Change Order No. 11

Reason for Change

This Change Order compensates the Contractor for the cost of overhead for the 24 days added to the contract time for the relocation of the Liberty Hill water lines along SH 29. The cost of the work was added in Change Order 5 and the time was added in Change Order 10. The time impact of the additional work was not known at the time the cost of the work was negotiated.

The County agrees to pay the contractor's actual cost for Project Management, Safety Coordinator, Surveyor, and support for these positions for the 24 days added to the contract for the Liberty Hill waterline relocation along SH 29. These costs were not included in previously submitted costs.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT	U.P.	TOTAL
999-021	PROJECT OVERHEAD	24	DAY	$2,872.22	$68,933.28

This Change Order results in a net increase of $68,933.28 to the Contract amount, for an adjusted Contract total of $14,073,560.21. The original Contract amount was $13,270,258.10. As a result of this and all Change Orders to-date, $803,302.11 has been added to the Contract, resulting in an 6.05% net increase in the Contract cost. No (0) additional days will be added to the Contract, as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

JORDAN FOSTER CONSTRUCTION

15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence℠

September 29, 2021

HNTB
101 E. Old Settlers Blvd., Ste. 100
Round Rock, TX 78664

Attn: Clayton Weber

Re: Project No. 1812-282
Seward Junction Improvements
Williamson County

Dear Mr. Weber:

The following is the unit price for the project overhead spent on the above referenced project over an 84-day or 2.8-month period.

Item 0000-0000	PROJECT OVERHEAD					
Contractor Cost per Unit				$2,872.22		
Approx.	84	DY	@	$2,872.22	=	$241,266.48

The cost breakdown is enclosed for review.

If you have any questions, please contact me at (512) 364-3540.

Very Truly Yours,

JORDAN FOSTER CONSTRUCTION

JC Kindel
Project Manager

Enclosure: Cost Breakdown.

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Project Overhead
Change from HMAC to CRCP — Estimated Quantity 84 DY

LABOR:

	Daily Wages	Overtime Factor 0.0%	Payroll Taxes/Insur. 55%	Contractor Compensation 0%	Total Daily Rate	Number of Days		Total Cost
Indirect Labor								
Name								
Project Manager	400.00	0.00	220.00	0.00	620.00	42.00	=	$ 26,040.00
Superintendent	400.00	0.00	220.00	0.00	620.00	84.00	=	$ 52,080.00
General Superintendent	400.00	0.00	220.00	0.00	620.00	42.00	=	$ 26,040.00
Safety Coordinator	256.00	0.00	140.80	0.00	396.80	21.00	=	$ 8,332.80
Survey	304.00	0.00	167.20	0.00	471.20	84.00	=	$ 39,580.80
Survey Helper	144.00	0.00	79.20	0.00	223.20	84.00	=	$ 18,748.80
								$ 170,822.40

MATERIAL:

	Quantity	Unit	Material Rate	Material Compensation 0%	Total Material Rate			
Survey	2.80	MO	900.00	0.00	900.00		=	$ 2,520.00
Cell Phones	2.80	MO	800.00	0.00	800.00		=	$ 2,240.00
Safety	2.80	MO	800.00	0.00	800.00		=	$ 2,240.00
								$ 7,000.00

SUBCONTRACTOR:

	Quantity	Unit	Subcontractor Rate	Subcontractor Compensation 0%	Total Subcontractor Rate			
Testing Services	2.80	MO	3400.00	0.00	3400.00		=	$ 9,520.00
Portable Toilets	2.80	MO	565.00	0.00	565.00		=	$ 1,582.00
								$ 11,102.00

EQUIPMENT:

	Quantity	Unit	Equipment Rate	Equipment Compensation 15%	Total Equipment Rate			
Pickups	273.00	DY	166.72	25.01	191.73		=	$ 52,342.29
								$ 52,342.29

SUBTOTAL COST		$ 241,266.69
		$ -
TOTAL COST		$ 241,266.69
UNIT PRICE	**$2,872.22 /DY**	

Daily Rate (6% of Original Contract Amount per Original Contract Days) $1,327.03 /DY

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

1. CONTRACTOR: **Jordan Foster Construction**

2. Change Order Work Limits: Sta. **105+00** to Sta. **106+00**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2G** (3 Max. - In order of importance - Primary first)

Project:	***1812-282***
Roadway:	***Seward Junction***
CSJ Number:	

5. Describe the work being revised:

2G: Differing Site Conditions (Unforseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to install a new 6" and a new 8" wastewater line, a new 6" water line, and remove an existing wastewater vault that has been abandoned. The installation of the new underground utilities are necessary because the existing lines are in conflict with the proposed construction at the intersection of SH 29 and Seward Junction Southwest. The utilities belong to the City of Liberty Hill.

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered: **1 - 7**

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 7-24-2020

By

Typed/Printed Name John Goodrich, P.E.

Typed/Printed Title Executive Vice President

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$272,222.65**

RECOMMENDED FOR EXECUTION:

P.E. 7/28/20
Project Manager Date

N/A
Design Engineer Date

7/28/2020
Program Manager Date

Design Engineer's Seal:

N/A

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

8/4/20
County Judge Date
☒ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *5* ***Project #*** *1812-282*

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
999-001	INSURANCE, BONDS & MOBILIZATION	LS	$12,852.98	0.00	$0.00	1.00	1.00	$12,852.98	$12,852.98
999-002	CUT, PLUG, & ABANDONED EXISTING UTILITIES	LS	$9,357.90	0.00	$0.00	1.00	1.00	$9,357.90	$9,357.90
999-003	INSTALL & REMOVE SILT FENCE	LF	$5.46	0.00	$0.00	245.00	245.00	$1,337.70	$1,337.70
999-004	8" C900 DR18, FORCE MAIN-FITTINGS, RESTRAINED JOINTS	LF	$187.11	0.00	$0.00	197.00	197.00	$36,860.67	$36,860.67
999-005	6" C900 DR18, FORCE MAIN-FITTINGS, RESTRAINED JOINTS	LF	$180.61	0.00	$0.00	182.00	182.00	$32,871.02	$32,871.02
999-006	6" C900 DR18, WATERLINE-FITTINGS,RESTRAINED JOINTS	LF	$182.85	0.00	$0.00	201.00	201.00	$36,752.85	$36,752.85
999-007	18" STEEL ENCASEMENT (OPEN CUT)	LF	$186.65	0.00	$0.00	176.00	176.00	$32,850.40	$32,850.40
999-008	16" STEEL ENCASEMENT (OPEN CUT)	LF	$162.09	0.00	$0.00	355.00	355.00	$57,541.95	$57,541.95
999-009	WET CONNECTION	EA	$5,367.63	0.00	$0.00	6.00	6.00	$32,205.78	$32,205.78
999-010	6" GATE VALVE WITH BOX	EA	$1,232.80	0.00	$0.00	2.00	2.00	$2,465.60	$2,465.60
999-011	TRENCH SAFETY	LF	$2.76	0.00	$0.00	580.00	580.00	$1,600.80	$1,600.80
999-012	BYPASS PUMPING	DAY	$5,175.00	0.00	$0.00	3.00	3.00	$15,525.00	$15,525.00
TOTALS					$0.00			$272,222.65	$272,222.65

Williamson County Road Bond Program

Seward Junction Improvements
Williamson County Project No. 1812-282

Change Order No. 5

Reason for Change

This Change Order compensates the Contractor for additional work to install new 6” and an 8” wastewater lines, a new 6” water line and remove an existing wastewater vault that has been abandoned. The installation of the new underground utilities is necessary because the existing lines are in conflict with the proposed construction of the intersection of SH 29 and Seward Junction Southwest. The utilities belong to the City of Liberty Hill.

The new underground utility lines will be encased since they are under County Right of Way. The wastewater service will be maintained by pumping around the relocation area from manhole to manhole. The wastewater vault was shown in the plans, but no action was provided as to what to do with the structure and no method of payment was stated. The City’s Utility Engineer generated the new plan sheets for the lowering of the lines and eliminating the vault. These lines are located along the south side and parallel to SH 29 across Texas Material’s existing driveway. The Contractor’s pricing was compared to other projects in the program and are comparable. This Change Order applies to the Seward Junction Southwest portion of the project.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-001	INSURANCE, BONDS, & MOBILIZATION	1	LS
999-002	CUT, PLUG, AND ABANDON EXISTING UTILITIES	1	LS
999-003	INSTALL & REMOVE SILT FENCE	245	LF
999-004	8” C900 DR18 FORCE MAIN-RESTRAINED JOINTS	197	LF
999-005	6” C900 DR18 FORCE MAIN-RESTRAINED JOINTS	182	LF
999-006	6” C900 DR18 WATER MAIN-RESTRAINED JOINTS	201	LF
999-007	18” STEEL ENCASEMENT (OPEN CUT)	176	LF
999-008	16” STEEL ENCASEMENT (OPEN CUT)	355	LF

999-009	WET CONNECTION	6	EA
999-010	6” GATE VALVE WITH VALVE BOXES	2	EA
999-011	TRENCH SAFETY	580	LF
999-012	BYPASS PUMPING	3	DAY

This Change Order results in a net increase of $272,222.65 to the Contract amount, for an adjusted Contract total of $13,685,753.57. The original Contract amount was $13,270,258.10. As a result of this and all Change Orders to-date, $415,495.47 has been added to the Contract, resulting in an 3.13% 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

James Klotz, P.E.

Eddie R. Church

From: Matt Gold <MGold@jordanfosterconstruction.com>
Sent: Wednesday, November 10, 2021 1:47 PM
To: Steven Shull; JC Kindel
Cc: Oscar Salazar-Bueno; Clayton Weber; 62811_1812-282_SewardJunction; Christen Eschberger; Cory Sharp; JC Kindel
Subject: RE: [EXTERNAL] 1812-282 Seward Junction Improvements (Project Overhead)

Steven,

Sorry this took so long. We accept and appreciate HNTB for working with us on this. Do you need anything from us to process this? Do you have a time frame on releasing remaining mob & retainage?

Thank you,

Matt Gold| Jordan Foster Construction | Operations Manager | mgold@jordanfosterconstruction.com
P: 512.990.8313 | F: 512.990.3785 | 15603 North IH-35 | Pflugerville, TX 78660

From: Steven Shull [mailto:sshull@HNTB.com]
Sent: Tuesday, October 26, 2021 9:03 AM
To: JC Kindel <JKindel@jordanfosterconstruction.com>
Cc: Matt Gold <MGold@jordanfosterconstruction.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; Clayton Weber <cweber@HNTB.com>; 62811_1812-282_SewardJunction <62811_1812-282_SewardJunction@HNTB.com>; Christen Eschberger <ceschberger@HNTB.com>
Subject: [EXTERNAL] 1812-282 Seward Junction Improvements (Project Overhead)

Notice: This email originated outside of Jordan Foster Construction, exercise caution with links and attachments.

JC,

If you'll remember in the very beginning when overhead was brought up, I stated that the County doesn't typically pay overhead on their projects. With that being said and after further discussion, we can agree that there was an impact that caused delays with the relocation of the existing waterlines near SH 29 and we are willing to pay you your actual cost daily rate of $2,872.22 for the 24 days related to the waterline relocation. The County is willing to pay $68,933.28. If you agree, I will get the change order going. Please let me know.

Thanks,

Steven Shull
Construction Representative
Tel (512) 527-6716 **Cell** (512) 450-2729 **Email** sshull@hntb.com

HNTB CORPORATION
101 E. Old Settlers Blvd | Round Rock, Texas 78664 | hntb.com

100+ YEARS OF INFRASTRUCTURE SOLUTIONS

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WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 10

1. CONTRACTOR: **Jordan Foster**

2. Change Order Work Limits: Sta. **12+99** to Sta. **381+00**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E, 2I** (3 Max. - In order of importance - Primary first)

Project:	***1812-282***
Roadway:	***Seward Junction***
CSJ Number:	

5. Describe the work being revised:

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities for the small signs on the project as a result of addressing field conditions not accounted for in the original plans. **2I. Additional safety needs (unforeseeable):** Small signs have been added to the project to provide additional safety measures.

6. Work to be performed in accordance with Items: **See attached**

7. New or revised plan sheet(s) are attached and numbered: **SW-15,16,129-135.S-14,15,70,71.SE-21,24,25,222-234C, 247A-247C**

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 08/06/2021

By

Typed/Printed Name John Goodrich, P.E.

Typed/Printed Title Executive Vice President

The following information must be provided

Time Ext. #: **2** Days added on this CO: **24**

Amount added by this change order: **$43,291.29**

RECOMMENDED FOR EXECUTION:

Project Manager 8/10/21 Date

N/A
Design Engineer Date

Program Manager **8/10/2021** 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

Bill Gravell Jr.
Bill Gravell (Aug 18, 2021 08:14 CDT) Aug 18, 2021

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 10 ***Project # 1812-282***

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
SEWARD JUNCTION SOUTHWEST (P No. 274)									
502-6001	BARRICADES, SIGNS, & TRAFFIC HANDLING	MO	$2,450.00	20.00	$49,000.00	1.00	21.00	$51,450.00	$2,450.00
644-6001	IN SM RD SN SUP&AM TY10BWG (1)SA(P)	EA	$500.00	4.00	$2,000.00	3.00	7.00	$3,500.00	$1,500.00
644-6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	$485.00	1.00	$485.00	2.00	3.00	$1,455.00	$970.00
644-6028	IN SM RD SN SUP&AM TYS80(1)SA(P-BM) CM	EA	$1,160.00	0.00	$0.00	1.00	1.00	$1,160.00	$1,160.00
644-6033	IN SM RD SN SUP&AM TYS80(1)SA(U)-2EXT	EA	$941.00	0.00	$0.00	1.00	1.00	$941.00	$941.00
644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	$365.00	7.00	$2,555.00	10.00	17.00	$6,205.00	$3,650.00
644-6061	IN SM RD SN SUP&AM TYTWT(1)WS(T)	EA	$420.00	2.00	$840.00	(2.00)	0.00	$0.00	($840.00)
658-6059	INSTL OM ASSM (OM-4)(FLX)(GND)	EA	$100.00	3.00	$300.00	(3.00)	0.00	$0.00	($300.00)
658-6078	INSTL OM ASSM (OM-4)(TWT)(WAS)	EA	$410.00	0.00	$0.00	6.00	6.00	$2,460.00	$2,460.00
999-014	SIGN ONLY. SIGN 1 AND 6	EA	$248.06	0.00	$0.00	2.00	2.00	$496.12	$496.12
999-015	ADDITIONAL SMALL SIGNS	EA	$147.71	0.00	$0.00	9.00	9.00	$1,329.39	$1,329.39
999-016	REMOVE AND REPLACE SIGN ONLY. 4,8,&10	EA	$200.00	0.00	$0.00	3.00	3.00	$600.00	$600.00
999-017	NEW SIGN AND POST ASSEMBLY	EA	$506.76	0.00	$0.00	3.00	3.00	$1,520.28	$1,520.28
SEWARD JUNCTION SOUTHEAST (P No. 271)									
644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	$500.00	0.00	$0.00	3.00	3.00	$1,500.00	$1,500.00
644-6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	$485.00	0.00	$0.00	6.00	6.00	$2,910.00	$2,910.00
644-6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	EA	$680.00	0.00	$0.00	1.00	1.00	$680.00	$680.00
644-6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	EA	$700.00	0.00	$0.00	2.00	2.00	$1,400.00	$1,400.00
644-6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	EA	$941.00	0.00	$0.00	2.00	2.00	$1,882.00	$1,882.00
644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	$365.00	9.00	$3,285.00	1.00	10.00	$3,650.00	$365.00
TOTALS					$58,465.00			$83,138.79	$24,673.79

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 10 *Project # 1812-282*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
658-6078	INSTL OM ASSM (OM-4)(TWT)(WAS)	EA	$410.00	0.00	$0.00	12.00	12.00	$4,920.00	$4,920.00
999-015	ADDITIONAL SMALL SIGNS	EA	$147.71	0.00	$0.00	20.00	20.00	$2,954.20	$2,954.20
SEWARD JUNCTION SOUTHWEST CROSSOVER @ US 183 (P No. 274)									
644-6001	IN SM RD SN SUP&AM TY10BWG (1)SA(P)	EA	$500.00	6.00	$3,000.00	1.00	7.00	$3,500.00	$500.00
644-6004	IN SM RD SN SUP&AM TY10BWG (1)SA(T)	EA	$485.00	0.00	$0.00	2.00	2.00	$970.00	$970.00
644-6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	EA	$680.00	0.00	$0.00	2.00	2.00	$1,360.00	$1,360.00
999-015	ADDITIONAL SMALL SIGNS	EA	$147.71	0.00	$0.00	6.00	6.00	$886.26	$886.26
999-017	NEW SIGN AND POST ASSEMBLY	EA	$506.76	0.00	$0.00	4.00	4.00	$2,027.04	$2,027.04
999-020	ADDITIONAL MOBILIZATION	LS	$5,000.00	0.00	$0.00	1.00	1.00	$5,000.00	$5,000.00
The "Totals" from Table B of the previous work sheet:					$58,465.00			$83,138.79	$24,673.79
TOTALS					$61,465.00			$104,756.29	$43,291.29

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

Seward Junction Improvements
Williamson County Project No. 1812-282

Change Order No. 10

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities for bid items related to small signs on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds small signs to the project to provide additional safety measures that include route markers to match the surrounding intersections, added street name signs, and revises the size of signs to make them consistent throughout the project.

There are four (4) roadway sections in the project, Southwest, US 183 Crossover, Southeast and CR 260. Each roadway section includes a specific set of pay items. Pay items that were originally included in the Southwest portion of the project are being added to the Southeast and Crossover portions. The Contractor has agreed to extend the original bid items costs from one portion to the others.

The following is a list of the new items being added to the contract. The bid price for most of these items match the price within the contract, but from other sections of the project. There are also a few new items with new prices that were negotiated with the Contractor.

ITEM	DESCRIPTION	QTY	UNIT
SEWARD JUNCTION SOUTHWEST (P No. 274)			
644-6028	IN SM RD SN SUP&AM TYS80(1)SA(P-BM) CM	1	EA
644-6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	1	EA
658-6078	INSTL OM ASSM (OM-4)(TWT)(WAS)	6	EA
999-014	SIGN ONLY. 1 AND 6.	2	EA
999-015	ADDITIONAL SMALL SIGNS	9	EA
999-016	REMOVE AND REPLACE SIGN ONLY. 4,8,10	3	EA
999-017	NEW SIGN AND POST ASSEMBLY	3	EA

ITEM	DESCRIPTION	QTY	UNIT
SEWARD JUNCTION SOUTHEAST (P No. 271			
644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P) **	3	EA
644-6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T) **	6	EA
644-6027	IN SM RD SN SUP&AM TYS80(1)SA(P) **	1	EA

644-6030	IN SM RD SN SUP&AM TYS80(1)SA(T) **	2	EA
644-6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	2	EA
658-6078	INSTL OM ASSM (OM-4)(TWT)(WAS)	12	EA
999-015	ADDITIONAL SMALL SIGNS	20	EA

SEWARD JUNCTION CROSSOVER (P No. 274)			
644-6004	IN SM RD SN SUP&AM TY10BWG (1)SA(T) **	2	EA
644-6027	IN SM RD SN SUP&AM TYS80(1)SA(P)**	2	EA
999-015	ADDITIONAL SMALL SIGNS	6	EA
999-017	NEW SIGN AND POST ASSEMBLY	4	EA
999-020	ADDITIONAL MOBILIZATION	1	LS

** Designates items that were originally included in the Southwest portion of the project and are being added to the Southeast and Crossover portions.

This Change Order results in a net increase of $43,291.29 to the Contract amount, for an adjusted Contract total of $14,004,626.93. The original Contract amount was $13,270,258.10. As a result of this and all Change Orders to-date, $734,368.83 has been added to the Contract, resulting in an 5.5% net increase in the Contract cost.

HNTB Corporation

Lowell D. Choate, P.E.

Small Sign Break-down:

SJSW:

1. 644-6028-IN SM RD SN SUP&AM TYS80(1)SA(P-BM) CM: $1,160.00. Labor: $250.00+Material $910.00=$1,160.00Ea.
2. 644-6033-IN SM RD SN SUP&AM TYS80(1)SA(U) 2EXT: $941.00.Labor: $227.75+Mat. $1,869.75/3=$623.25=$941.00Ea.

   SJSW HAS 1 ($941) AND SJSE HAS 2 ($1882).
3. 658-6078-INSTL OM ASSM (OM-4)(TWT)(WAS): $2,460.00: Labor:$259.75+Mat. $150.25=$410.00Ea. (18 Total)

   SJSW HAS 6 ($2460) OF THESE AND SJSE HAS 12 ($4920).
4. 999-014-SIGN ONLY. 1 AND 6: $496.12. $248.06 Ea. (2 Total) Invoice price for signs. Post paid under existing bid item.
5. 999-015-ADDITIONAL SMALL SIGNS. New signs at $147.71 ea. Invoice total divd by total signs. 35)

   SJSW HAS 9, SJSE HAS 20, SJ SOUTH HAS 6. $147.71x9=$1,329.39.
6. 999-016-REMOVE AND REPLACE SIGN ONLY. 4, 8, & 10. $600.00. Labor: $110.61+Mat. $89.39=$200.00Ea. (3 Total)
7. 999-017-NEW SIGN AND POST ASSEM: $1,520.25. Labor and Materials: $3547.30/7 signs=$506.75 Ea.

   SJSW HAS 3 AND SJ SOUTH HAS 4.

SJSE:

1st 4 new items are existing bid prices from other section of the project.

2. 644-6033-IN SM RD SN SUP&AM TYS80(1)SA(U) 2EXT: $1,882.00.Labor: $227.75+Mat. $1,869.75/3=$623.25=$941.00Ea.

   SJSE has 2 of these. See above #2.
3. 658-6078-INSTL OM ASSM (OM-4)(TWT)(WAS): $4,920.00 at $410.00 ea. See above #3.

   SJSE has 12 of these. See above #3.
5. 999-015-ADDITIONAL SMALL SIGNS. New signs at $147.71ea. Invoice total divided by total new signs.

   SJSE has 20 at $147.71ea. 147.71x20=$2,954.20. See above #5.

SJ SOUTH

1st 4 new items are existing bid prices from other section of the project.

5. 999-015-ADDITIONAL SMALL SIGNS. New signs at $147.71ea. Invoice total divided by total new signs.

   SJ South has 6 at $147.71ea. 147.71x6=$886.26. See above #5.
7. 999-017-NEW SIGN AND POST ASSEM: $2,027.00. Labor and Materials: $3547.30/7 signs=$506.75 Ea.

   SJ South has 4. See above #7.

Refer to breakdown sheet for "red" numbers.

ESSI
ENVIRONMENTAL SAFETY SERVICES INC.

Environmental Safety Services, Inc. 14101 US 290 W #2000-B
Austin, TX 78737
Phone: 512-989-2259
Fax: 512-372-9375

**** CERTIFIED DBE / MBE / HUB / HABE / SBE CONTRACTOR ****

COA/TXDOT MBE/DBE #: VS0000012711, SCTRCA SBE/MBE/HABE #: 215049005, Texas HUB #: 1260203041800

Bid Date: March 3, 2021 **Proposal #:** 0421-1588
Project: Seward Junction Improvements - Change Order Work ADD Signs 2nd CO
Owner: Williamson County

Environmental Safety Services proposes to provide all the materials, labor, equipment and supervision necessary to perform the following work at the above referenced project per plans and specifications.

	ITEM #	DESCRIPTION	UNIT	QUANTITIES	BID PRICE	EXT. PRICE
		SEWARD JUNCTION SOUTHWEST SM SIGNS			$365.00	$2,920.00
	1	Install Sm Rd Sgn TWT (1) WS P	EA	8.00	[illegible]	[illegible]
		Center Turn Lane Signs. 6, "S" Curve Sign. 1		[illegible]		
		Right Lane Must Turn Right Sign. 1		[illegible]		
				[illegible]		
1.	2	Install Sm Rd Sgn S80 (1)SA(P) (BM) CM	EA	1.00	$1,160.00	$1,160.00
		Stop Sign Assembly at US 183 SB on EB		Labor	$250.00	
		SJSW. Concrete Mount		Material	$880.00	
				Concrete	$30.00	
6.	3	Replacement Sign ~~#8~~ #4, #8, #10	EA	3 ~~1.00~~	$200.00	~~$200.00~~
				Labor	$110.61	$600.00
				Material	$89.39	
7.	4	New Sign and Post	EA	2.00	$592.65	$1,185.30
		Sign 16 and 23		Labor	$200.00	
				Material	$392.65	
7.		Install New Post for added exsting sign	EA	1.00	$450.00	$450.00
		Sign 12 on CR 263		Labor	$197.55	
				Material	$252.45	
		SEWARD JUNCTION SOUTHEAST SM SIGNS			$500.00	$500.00
	1	Install SM RD SGN 10BWG (1) SA P	EA	1.00	[illegible]	[illegible]
		Stop Sign at Church Driveway		[illegible]		
				[illegible]		
				[illegible]		
		SEWARD JUNCTION SOUTH SM SIGNS				
7.	1	New Sign and Post Assembly For	EA	4.00	$478.00	$1,912.00
		Signs 20, 24, 33, & 39		Labor	$200.95	
				Material	$277.05	$8727.30
					TOTAL	~~$9,244.78~~

1185.30
450.00
+1912.00
3547.30

~~3547.30/7=506.76~~
3547.30/7=506.76

Notes:

All permits, lane closures and traffic control are excluded.
All layout is excluded.
General Contractor to provide access and staging area for ESSI materials & equipment.
All maintenance is excluded.
All clearing, topsoil, soil preparation (including disking!), herbicide, mowing, weeding and watering are excluded.
Sign & object marker pricing reflects new signs and posts and installing a minimum of 10 per move-in.
No temporary signs/mounts, covering or turning of signs, solar or electrical is included.
All shoring and mass excavation are excluded.
All dewatering is excluded.
No sales tax is included in above pricing. If exempt, please send an exemption certificate.
If bond is required, add 2.5% of contract amount and place in mobilization.
Pricing is good for thirty (30) days.
*****All bid prices are negotiable.*****

Highlighted areas are the same work, pos assembly switch and new signs. To creat 1 line item, the total was tallied and divide by the 7 signs to generate a single amour for each. ($506.76)

Respectfully submitted by Nic Zdansky, Project Manager/Estimator

Accepted by: _____ Date: _____

Red numbers reference the break-down sheet.

ESSI
ENVIRONMENTAL SAFETY SERVICES INC.

Environmental Safety Services, Inc. 14101 US 290 W #2000-B
Austin, TX 78737
Phone: 512-989-2259
Fax: 512-372-9375

** CERTIFIED DBE / MBE / HUB / HABE / SBE CONTRACTOR **
COA/TXDOT MBE/DBE #: VS0000012711, SCTRCA SBE/MBE/HABE #: 215049005, Texas HUB #: 1260203041800

Bid Date: March 3, 2021
Project: Seward Junction Improvements - Change Order Work ADD Signs
Owner: Williamson County

Proposal #: 0221-1588 C.O.REV Final #2

Environmental Safety Services proposes to provide all the materials, labor, equipment and supervision necessary to perform the following work at the above referenced project per plans and specifications.

ITEM #	DESCRIPTION	UNIT	QUANTITIES	BID PRICE	EXT. PRICE
	SEWARD JUNCTION SOUTHWEST SM SIGNS				
~~1~~	~~Signs for 10BWG(1)SA(T) Sign # 10&6~~	~~EA~~	~~2.00~~	~~$750.00~~	~~$1,500.00~~
~~2~~	~~Signs for 10BWG(1)SA(P) Sign # 5 Extra~~	~~EA~~	~~1.00~~	~~$500.00~~	~~$500.00~~
~~3~~	~~Signs for S80(1)SA(P) Stop Ahead Sign~~	~~EA~~	~~1.00~~	~~$688.00~~	~~$688.00~~
4	Signs for Existing Mounts 3 EA Seward Junction 2EA SH29, CR 213, Cross Traffic Does Not Stop, Stop 48x48	~~EA~~	~~11.00~~	$160.00	$1,760.00
~~5~~	~~Sign Exchange # 1 to smaller size 30X30~~	~~EA~~	~~1.00~~	~~$158.00~~	~~$158.00~~
~~6~~	~~Signs for S80(1)SA(P-BM) #23~~	~~EA~~	~~1.00~~	~~$960.00~~	~~$960.00~~
			~~Labor~~	~~$308.62~~	
			~~Material~~	~~$637.38~~	
			~~Concrete~~	~~$30.00~~	$2,823.00
7	Signs for S80(1)SA(U) 2 EXT#24 2.	EA	3.0 ~~1.00~~	$941.00	~~$941.00~~
			Labor	$320.78	
			Material	$590.22	
			Concrete	$30.00	
~~8~~	~~Signs for TWT(1)WG(T) #10 Replacement~~	~~EA~~	~~1.00~~	~~$200.00~~	~~$200.00~~
~~9~~	~~Signs for TWT(1)WG(P) #21&22~~	~~EA~~	~~2.00~~	~~$365.00~~	~~$730.00~~
10	658-6078 Inst OM Assm OM-4(TWT) WAS 3.	EA	6.00	$410.00	$2,460.00
			Labor	$259.75	
			Material	$120.25	
			Concrete	$30.00	
	SEWARD JUNCTION SOUTHEAST SM SIGNS				
~~1~~	~~Signs for 10BWG(1)SA(T)~~	~~EA~~	~~6.00~~	~~$485.00~~	~~$2,910.00~~
~~2~~	~~Signs for 10BWG(1)SA(P)~~	~~EA~~	~~3.00~~	~~$500.00~~	~~$1,500.00~~
~~3~~	~~Signs for S80(1)SA(P)~~	~~EA~~	~~1.00~~	~~$688.00~~	~~$688.00~~
~~4~~	~~Signs for S80(1)SA(U) one is 2EXT Post~~	~~EA~~	~~2.00~~	~~$962.50~~	~~$1,925.00~~
			~~Labor~~	~~$292.74~~	
			~~Material~~	~~$639.76~~	
			~~Concrete~~	~~$30.00~~	
~~5~~	~~Signs for TWT(1)WG(P)~~	~~EA~~	~~3.00~~	~~$365.00~~	~~$1,095.00~~
6	Signs For Existing Mounts #4 &#5 Sheet 10 of 10 Used @ 2EXT Mounts	~~EA~~	~~2.00~~	~~$1,013.00~~	$2,026.00
~~7~~	~~Signs for TWT(1)WG(T) 3 Extra One Way Signs~~	~~EA~~	~~2.00~~	~~$420.00~~	~~$840.00~~
8	658-6078 Inst OM Assm OM-4(TWT) WAS 3.	EA	12.00	$410.00	$4,920.00
			Labor	$259.75	
			Material	$120.25	
			Concrete	$30.00	

CAMPBELL'S SIGNS OF TEXAS
6721A FM 535
CEDAR CREEK, TEXAS 78612
WWW.CAMPBELLSSOT.COM
(512) 674-3541 FAX (512) 674-3526

Invoice

Date	Invoice #
3/9/2021	18879

Bill To	Ship To
Environmental Safety Services, Inc. 14101 US Hwy 290 W BLDG 2000, STE B Austin, TX 78737	

P.O. Number	Terms	S.O No	Rep.
0221-1588	Net 30 Days		

Qty	Item Code	Description	Price Each	Amount
		SEWARD JUNCTION SOUTHWEST SM SIGNS		
4 2	M SGN 10BW...	Signs for 10BWG(1)SA(T)	248.06	496.12
~~7~~	~~Municipal Signs~~	~~Signs for Existing Mounts~~	~~93.43~~	~~653.01~~
~~1~~	~~M SGN S80(1)...~~	~~Signs for S80(1)SA(P-DIS)~~	~~302.64~~	~~302.64~~
~~1~~	~~M SGN S80(1)...~~	~~Signs for S80(1)SA(P)~~	~~336.33~~	~~336.33~~
5 2	M SGN TWT(...	Signs for TWT(1)WS(P) 2 Signs.	55.87	111.74
		SEWARD JUNCTION SOUTHEAST SM SIGNS		
7	M SGN 10BW...	Signs for 10BWG(1)SA(T)	205.327	1,437.29
~~4~~	~~Municipal Signs~~	~~Signs for Existing Mounts~~	~~83.83~~	~~335.30~~
3	M SGN S80(1)...	Signs for S80(1)SA(T)	420.98	1,262.94
~~2~~	~~M SGN S80(1)...~~	~~Signs for S80(1)SA(P)~~	~~306.26~~	~~612.52~~
3	M SGN TWT(...	Signs for TWT(1)WS(E)	86.80	260.40
1	M SGN TWT(...	Signs for TWT(1)WS(I) 14 Signs.	110.35	110.35
		SEWARD JUNCTION SOUTH SM SIGNS		
4	M SGN 10BW...	Signs for 10BWG(1)SA(P)	119.32	477.28
~~3~~	~~Municipal Signs~~	~~Signs for Existing Mounts~~	~~126.15~~	~~378.45~~
2	M SGN S80(1)...	Signs for S80(1)SA(P) 6 Signs.	320.88	641.76
		SEWARD JUNCTION CHANGE ORDER		
		Total Signs. 22.		
				$4,301.75

A late fee of 1.5% per month (18% per annum) will be charged on all overdue invoices and added to the invoice.

PLEASE REMIT PAYMENT TO:
CAMPBELL'S SIGNS OF TEXAS, LLC
6721A FM 535
CEDAR CREEK, TX 78612

Total	~~$7,226.00~~
Payments/Credits	$0.00
Balance Due	~~$7,226.00~~

CAMPBELL'S SIGNS OF TEXAS
6721A FM 535
CEDAR CREEK, TEXAS 78612
WWW.CAMPBELLSSOT.COM
(512) 674-3541 FAX (512) 674-3526

Invoice

Date	Invoice #
3/29/2021	18902

Bill To	Ship To
Environmental Safety Services, Inc. 14101 US Hwy 290 W BLDG 2000, STE B Austin, TX 78737	

P.O. Number	Terms	S.O No	Rep.
	Net 30 Days		

	Qty	Item Code	Description	Price Each	Amount
5.	1	Municipal-Signs	R1-1 48" Stop SW	171.00	171.00
	3	Municipal-Signs	W4-4P 36" x 18" Cross Traffic Does Not Stop SE	50.68	152.04
	1	TxDot Small Si...	W4-4P 24" x 12" Cross Traffic Does Not Stop SW	24.79	24.79
	2	Municipal-Signs	R6-1R 54" X 18" One way Right SW	65.81	131.62
	1	Municipal-Signs	M3-1 24" x 12" North SW	19.50	19.50
	1	Municipal-Signs	D3-1 36" X 12" SH 29 Double Sided Street Blade SE	85.00	85.00
	2	Municipal-Signs	Replace Numbers on Street Blades SE	45.00	90.00
	1	Municipal-Signs	W3-1 36" x 36" Stop Ahead Symbol SW	112.79	112.79
	1	Municipal-Signs	R3-8.1.MK 36" X 30" Lt Only|Straight Right SW	81.38	81.38

Seward Junction Additional Signage

SW=7 Signs.
SE=6 Signs.
13 signs this sheet.

Total new signs is 35.

4301.75
+868.12
$5169.35/35=$147.71 ea.

A late fee of 1.5% per month (18% per annum) will be charged on all overdue invoices and added to the invoice.

PLEASE REMIT PAYMENT TO:
CAMPBELL'S SIGNS OF TEXAS, LLC
6721A FM 535
CEDAR CREEK, TX 78612

Total	$868.12
Payments/Credits	$0.00
Balance Due	$868.12

Red number references the break-down sheet.

3.

Invoice

Buda, TX 78610

03-04-21

5124376499

Date 2/9/2021
Invoice # 32301

Bill To	Ship To
Environmental Safety Services, Inc. 14101 Hwy 290 W. #2000-B Austin, TX 78737	Environmental Safety Services, Inc. 14101 Hwy 290 W. #2000-B Austin, TX 78737

P.O. No.	Terms	Rep	Ship Date	Via	FOB
#0221-1588	Net 30	VB	2/9/2021	CPU	

Qty	Item	Description	Rate	U/M	Amount
		Seward Junction Object Markers			
		658-6078 INSTL OM ASSM (OM-4) (TWT) (WAS)			
18.00	81302	18"X18" Diamond .080 HIP RED with 9 reflectors (End Road Marker)	35.00	ea	630.00
		Object Marker (OM-4)			
18.00	30291 ...	2 3/8"x13' Round 13 Ga. Galv Post TWT	57.75	ea	1,039.50
18.00	30294	2 7/8"x27" Round Galv /Tapered Anchor TWT (Socket)	16.00	ea	288.00
18.00	30295	Wedge TWT	5.00	ea	90.00
36.00	30333 ...	TXDOT 2 3/8" Small Sign Clamp Assembly (Per Each)	3.25	ea	117.00
		#0221-1588 order placed by Stacey 8:41 AM-VB Nick added (2) OM-4 assbly 12:30 PM 3/3/21-TW			

We really appreciate your business.
If we can help with anything else, please call us at 512-437-6499.

Val Byrd	512-632-9322	val@dobiesupply.com	Sales Manager
Alex Carrisalez	512-939-4969	alex@dobiesupply.com	Municipal Sales
Doug Phillips	512-709-1453	doug@dobiesupply.com	General Manager

Remit payments to Dobie Supply, 3809 S. Second St., #D200, Austin, TX 78704

Subtotal	$2,164.50
Sales Tax (8.25.	$0.00
Total	$2,164.50
Pymnts/Credits	$0.00
Balance Due	$2,164.50

Fax #	E-mail	Web Site
512-444-0796	accounting@dobiesupply.com	www.dobiesupply.com

DOBIE SUPPLY, LLC
Buda, TX 78610

Estimate

Date	Estimate #
5/3/2021	32638

Name / Address	Ship To
Environmental Safety Services, Inc. 14101 Hwy 290 W. #2000-B Austin, TX 78737	Environmental Safety Services, Inc. 14101 Hwy 290 W. #2000-B Austin, TX 78737

P.O. No.	Terms	Rep
	Net 30	VB

Qty	Item	Description	U/M	Rate	Total
		SOUTHWEST			
8.00	00270-GR...	IN SM RD SN SUP&AM TYTWT(1)WS(P)		183.8125	1,470.50
1.00	00105	IN SM RD SN SUP&AM TYS80(1)SA(P-BM)-CM	ea	880.00	880.00
2.00	00115-GR...	IN SM RD SN SUP&AM TYS80(1)SA(P)		392.65	785.30
1.00	81063-GR...	30"x36" HIM printed sign with UV overlay on .080 aluminum R3-5R		89.93	89.93
1.00	30307	SCH 80 14' POST only	ea	252.45	252.45
		SOUTH			
2.00	00005-GR...	IN SM RD SN SUP&AM TY10BWG(1)SA(P)		161.445	322.89
2.00	00115-GR...	0644 6030 IN SM RD SN SUP&AM TYS80(1)SA(P)		392.65	785.30
		SOUTH EAST			
1.00	00020-GR...	IN SM RD SN SUP&AM TY10BWG(1)SA		344.90	344.90
		PLEASE ALLOW 5-10 BUSINESS DAYS FOR SIGN FABRICATION			

ESTIMATES VALID FOR 7 DAYS- CONFIRM STOCK WHEN PLACING ORDER
Signature _____

Total $4,931.27

Phone #	Fax #	E-mail	Web Site
5124376499	512-444-0796	accounting@dobiesupply.com	www.dobiesupply.com

TEXAS CORRUGATORS

P.O. Box 938
Round Rock, TX 78680
EIN# 74-2516771
(512) 388-0588 ph
(512) 388-0417 fax

1588

INVOICE

Invoice #
152857
Invoice/Ship Date
3/12/2021

Sold to:

ENVIRONMENTAL SAFETY SERVICES
14101 US 290 W. BLDG. 2000 STE B
AUSTIN, TX 78737

Deliver to:

CUSTOMER PICK UP

Customer PO	Ship Via	Telephone	Ref. No.	Order Date	SLS #	Terms
VERB NICK	CPU	512-989-2259	R-3129	3/12/2021	RJC	Net 30

Units	Description	Qty	U/M	Unit Price	Amount
4	2-1/2" x 16' BWG 10 SIGN POST	4.0	EA	88.00	352.00
2	TRIANGLE SLIP BASE CASTINGS W/3 SET BOLTS (UAS1)	2.0	EA	37.00	74.00
2	2-1/2" X 16' SCH 80 SIGN POST	2.0	EA	196.00	392.00
2	BOLTDOWN TRIANGULAR SLIPBASES	2.0	EA	67.00	134.00
2	TRIANGLE BOLT KEEPER PLATE	2.0	EA		
6	5/8" X 2 1/2" BOLT, NUT & 3 WASHERS	6.0	EA		
6	2-1/2" FRICTION CAP	6.0	EA		
4	UNIVERSAL SIGN MOUNTING BRACKET	4.0	EA		
4	2-1/2" U-BOLTS WITH 2 NUTS & 2 LOCK WASHERS	4.0	EA	2.12	8.48
4	5/16" X 1 1/4" BOLT, NUT, LOCK WASHER , NYLON WASHER & FLAT WASHER	4.0	EA		
16	5/8" X 6" W.A. NUT & WASHER	16.0	EA		

Please send current Tax Exempt Cert for 2021

Amount	$960.48
Tax (0.0%)	$0.00
Total	$960.48

Job Name:	SEWARD JUNCTION
Job #:	IMPROV
General:	JORDAN FOSTER

DOBIE SUPPLY, LLC

Invoice

Buda, TX 78610

5124376499

Date 3/11/2021
Invoice # 32623

Bill To	Ship To
Environmental Safety Services, Inc. 14101 Hwy 290 W #2000-B Austin, TX 78737	Environmental Safety Services, Inc. 14101 Hwy 290 W. #2000-B Austin, TX 78737

P.O. No.	Terms	Rep	Ship Date	Via	FOB
Seward Junctio...	Net 30	VB	3/4/2021	CPU	

Qty	Item	Description	Rate	U/M	Amount
1.25	LSL-TX...	TXDOT Aluminum Windbeam - windbeam support for guide signs 2.5"x3" 1.175 lbs/ft 20ft ($3.26/lf) (6) 32" (4) 20"	65.20	ea	81.50
9.00	32015	Cross Piece, 12" 90 degree flat (25 per box)	13.00	ea	117.00
10.00	32014	Post cap for 2 7/8"post with 12" FLAT Blade	17.50	ea	175.00
40.00	LSL--3/...	3/8"x4 1/2" SQ Head bolt	2.00	ea	80.00
40.00	LSL--3/...	3/8" Galv flat washer	0.06	ea	2.40
40.00	LSL--3/...	3/8"x16 Galv nut	0.08	ea	3.20
40.00	LSL--3/...	3/8" Galv lock washer	0.08	ea	3.20
40.00	30338 ...	Universal Casting (Sign mount bracket)	2.16	ea	86.40
40.00	LSL--#...	#8x3/4" Tek screw	0.02		0.80
		Williamson County Seward Junction Stacey Rinehart			

We really appreciate your business.
If we can help with anything else, please call us at 512-437-6499.

Val Byrd	512-632-9322	val@dobiesupply.com	Sales Manager
Alex Carrisalez	512-939-4969	alex@dobiesupply.com	Municipal Sales
Doug Phillips	512-709-1453	doug@dobiesupply.com	General Manager

Remit payments to Dobie Supply, 3809 S. Second St., #D200, Austin, TX 78704

Subtotal	$549.50
Sales Tax (8.25.	$0.00
Total	$549.50
Pymnts/Credits	$0.00
Balance Due	$549.50

Fax #	E-mail	Web Site
512-444-0796	accounting@dobiesupply.com	www.dobiesupply.com

TEXAS CORRUGATORS

P.O. Box 938
Round Rock, TX 78680
EIN# 74-2516771
(512) 388-0588 ph
(512) 388-0417 fax

INVOICE

Invoice #
152632
Invoice/Ship Date
3/2/2021

Sold to:

ENVIRONMENTAL SAFETY SERVICES
14101 US 290 W. BLDG. 2000 STE B
AUSTIN, TX 78737

Deliver to:

*** REVISED ***
CUSTOMER PICK UP

Customer PO	Ship Via	Telephone	Ref. No.	Order Date	SLS #	Terms
VERB	CPU	512-989-2259	Y-5004	3/2/2021	CRY	Net 30

Units	Description	Qty	U/M	Unit Price	Amount
	INCLUDES				
200	2" U-BOLTS WITH 2 NUTS & 2 LOCK WASHERS	200.0	EA		
100	2-1/2" U-BOLTS WITH 2 NUTS & 2 LOCK WASHERS	100.0	EA		
300	UNIVERSAL SIGN MOUNTING BRACKET	300.0	EA		
300	5/16" X 1 1/4" BOLT, NUT, LOCK WASHER , NYLON WASHER & FLAT WASHER	300.0	EA		
4	10BWG(1)SA(P) - CHANGE ORDER	4.0	EA	151.00	604.00
11	10BWG(1)SA(T)- CHANGE ORDER	11.0	EA	201.00	2,211.00
1	S80(1)SA(P)(BM)- CHANGE ORDER	1.0	EA	228.00	228.00
3	S80(1)SA(T)-CHANGE ORDER	3.0	EA	292.00	876.00
1	S80(1)SA(U) - CHANGE ORDER	1.0	EA	312.00	312.00
5	TWT(1)WS(P) - CHANGE ORDER	5.0	EA	54.00	270.00
1	TWT(1)WS(T)- CHANGE ORDER	1.0	EA	95.00	95.00
2	S80(1)SA(U-2EXT)	2.0	EA	355.00	710.00
2	S80(1)SA(T-2EXT)	2.0	EA	335.00	670.00
	* BASES PICK UP ON #152611				

Amount	$13,550.00
Tax (0.0%)	$0.00
Total	$13,550.00

Job Name:	SEWARD JUNCTION
Job #:	
General:	

TEXAS CORRUGATORS

P.O. Box 938
Round Rock, TX 78680
EIN# 74-2516771
(512) 388-0588 ph
(512) 388-0417 fax

INVOICE

Invoice #
152632
Invoice/Ship Date
3/2/2021

Sold to:

ENVIRONMENTAL SAFETY SERVICES
14101 US 290 W. BLDG. 2000 STE B
AUSTIN, TX 78737

Deliver to:

*** REVISED ***
CUSTOMER PICK UP

Customer PO	Ship Via	Telephone	Ref. No.	Order Date	SLS #	Terms
VERB	CPU	512-989-2259	Y-5004	3/2/2021	CRY	Net 30

Units	Description	Qty	U/M	Unit Price	Amount
10	10BWG(1)SA(P)	10.0	EA	140.00	1,400.00
1	10BWG(1)SA(T)	1.0	EA	181.00	181.00
4	10BWG(2)SA(P)	4.0	EA	280.00	1,120.00
4	S80(1)SA(P)(BM)	4.0	EA	228.00	912.00
2	S80(1)SA(T)	2.0	EA	259.00	518.00
1	S80(2)SA(P)	1.0	EA	456.00	456.00
18	TWT(1)WS(P)	18.0	EA	53.00	954.00
16	TWT(1)WS(T)	16.0	EA	85.00	1,360.00
1	TWT(1)WS(P)-RELOCATE	1.0	EA	53.00	53.00
	INCLUDES				
2	2 1/2" X 10' BWG 10 SIGN POST	2.0	EA		
8	2-1/2" x 12' BWG 10 SIGN POST	8.0	EA		
24	2-1/2" x 14' BWG 10 SIGN POST	24.0	EA		
4	2-1/2" x 16' BWG 10 SIGN POST	4.0	EA		
16	2-3/8" X .095 X 13' SIGN POST	16.0	EA		
25	2 3/8" X .095 X 15' SIGN POST	25.0	EA		
3	2-1/2" X 10' SCH 80 SIGN POST	3.0	EA		
2	2-1/2" X 12' SCH 80 SIGN POST	2.0	EA		
9	2-1/2" X 14' SCH 80 SIGN POST	9.0	EA		
3	2-1/2" X 16' SCH 80 SIGN POST	3.0	EA		
1	SOCKET	1.0	EA		
1	SIGN POST WEDGE	1.0	EA		
39	1/2" X 4" A325 BOLT, NUT, 2 FLAT WASHERS, LOCK WASHERS	39.0	EA		
102	2" FRICTION CAPS	102.0	EA		
29	2-1/2" FRICTION CAP	29.0	EA		
200	2" U-BOLT SIGN CLAMP ASSEMBLY	200.0	EA	2.04	408.00
100	2 1/2" U-BOLT SIGN CLAMP ASSEMBLY	100.0	EA	2.12	212.00

	Amount
	Tax (0.0%)
	Total

Job Name:	SEWARD JUNCTION
Job #:	
General:	

RAM TOOL
CONSTRUCTION SUPPLY CO.
4500 5th Avenue South, Building A
Birmingham, AL 35222

Invoice

DOCUMENT #	DOCUMENT DATE
9502256848	03/01/2021
ACCOUNT #	DUE DATE
124399	03/31/2021
PAYMENT TERMS	
Net due in 30 days	
PURCHASE ORDER #	
1588-0321001	
TOTAL AMOUNT IN USD	
768.36	

Bill To: 124399

ENVIRONMENTAL SAFETY SERVICES INC.
14101 HWY 290 WEST BLDG 400 C
AUSTIN, TX 78737

To view and pay your bills online go to:
https://ramtool.billtrust.com

Enrollment Token: KVT XRM SLG

BRANCH LOCATION	SHIP TO: 5337610	DELIVERY METHOD
TX04 - AUSTIN 8013 EXCHANGE DRIVE AUSTIN, TX 78754	YARD/CSJ#0535-02-0486/1471 6204 OLD LOCKHART RD AUSTIN, TX 78747	Truck Delivery

PLEASE REMIT PAYMENT ONLY TO:
Ram Tool Construction Supply Co
P O Box 743487
Atlanta, GA 30374-3487

ITEM	MATERIAL/DESCRIPTION	SALES ORDER/ LINE	QTY	UNIT PRICE	EXTENDED PRICE	TAX AMT
10	**TXI-MAXIMIZER** 80LB BAG CONCRETE MAXIMIZER	6832084 / 10	78 EA	9.10000	709.80	58.56

For general inquiries:
arcustomerrequest@ramtool.com
(205) 599-7061/(800) 890-1988

For lien waivers:
lienwaiver@ramtool.com

Your AR account rep:
Cherish Reed
cherish.reed@ramtool.com
(205)776-3208

Subtotal	709.80
Subtotal Before Tax	709.80
Tax (8.25%)	58.56
Total Amount in $	768.36

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Choose from two easy ways to receive your invoices: email, or our secure online site, eInvoice Connect. With email delivery, your invoices are sent once per day, and you will receive a copy of your paper bill. With eInvoice Connect, you can be notified by email when new invoices are posted and search, download, print, and pay your bills online!
Visit http://ramtool.billtrust.com to enroll.

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN SUMMARY

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Item	Tech Spec #	Description	Unit	Change Order Unit Price	Change Order Quantity	Change Order Amount
CHANGE ORDER ITEMS						
		Seward Junction Southwest				
1	644-6001	TY10BWG (1)SA(P)	EA	$500.00	3.00	$1,500.00
2	644-6004	TY10BWG(1)SA(T)	EA	$485.00	2.00	$970.00
3	644-6028	TYS80(1)SA(P-BM) CM	EA	$1,160.00	1.00	$1,160.00
4	644-6033	TYS80(1)SA(U)-2EXT	EA	$941.00	1.00	$941.00
5	644-6060	TYTWT(1)WS(P)	EA	$365.00	10.00	$3,650.00
6	658-6078	OM ASSM (OM-4)(TWT)(WAS)	EA	$410.00	6	$2,460.00
7	NEW	SIGNS 1 & 6 ONLY	EA	$248.06	2	$496.12
8	NEW	ADDITIONAL SMALL SIGNS	EA	$147.71	9.00	$1,329.39
9	NEW	REMOVE AND REPLACE SIGN ONLY. 4,8,&10	EA	$200.00	3.00	$600.00
10	NEW	NEW SIGN AND POST ASSEMBLY	EA	$506.76	3	$1,520.28
		Seward Junction Southeast				
1	644-6001	TY10BWG (1)SA(P)	EA	$500.00	3.00	$1,500.00
2	644-6004	TY10BWG(1)SA(T)	EA	$485.00	6.00	$2,910.00
3	644-6027	TYS80(1)SA(P)	EA	$680.00	1.00	$680.00
4	644-6030	TYS80(1)SA(T)	EA	$700.00	2.00	$1,400.00
5	644-6033	TYS80(1)SA(U)-2EXT	EA	$941.00	2.00	$1,882.00
6	644-6060	TYTWT(1)WS(P)	EA	$365.00	1.00	$365.00
7	658-6078	OM ASSM (OM-4)(TWT)(WAS)	EA	$410.00	12	$4,920.00
8	NEW	ADDITIONAL SMALL SIGNS	EA	$147.71	20	$2,954.20
		Seward Junction South/Crossover				
1	644-6001	TY10BWG (1)SA(P)	EA	$500.00	1.00	$500.00
2	644-6004	TY10BWG(1)SA(T)	EA	$485.00	2.00	$970.00
3	644-6027	TYS80(1)SA(P)	EA	$680.00	2.00	$1,360.00
4	New	ADDITIONAL SMALL SIGNS	EA	$147.71	6.00	$886.26
5	New	NEW SIGN AND POST ASSEMBLY	EA	$506.76	4.00	$2,027.04
6	New	ADDITIONAL MOBILIZATION	LS	$5,000.00	1.00	$5,000.00
					TOTAL:	$41,981.29

SUMMARY OF SIGNING AND MARKING ITEMS

SIGNING & MARKING PLAN SHEET NO.	LOCATION	644 6001 IN SM RD SN SUP&AM TY10BWG(1)SA(P)	644 6017 IN SM RD SN SUP&AM TY10BWG(2)SA(P)	644 6027 IN SM RD SN SUP&AM TYS80(1)SA(P)	644 6050 IN SM RD SN SUP&AM TYS80(2)SA(P)	644 6060 IN SM RD SN SUP&AM TYTWT(1)WS(P)	658 6046 INSTL OM ASSM (OM-2X)(WC)GND	666 6003 REFL PAV MRK TY I (W)4"(BRK)(100MIL)	666 6303 RE PM W/RET REQ TY I (W)4"(SLD)(100MIL	666 6036 REFL PAV MRK TY I (W)8"(SLD)(100MIL)	666 6042 REFL PAV MRK TY I (W)12"(SLD)(100MIL)	666 6048 REFL PAV MRK TY I (W)24"(SLD)(100MIL)	666 6054 REFL PAV MRK TY I (W)(ARROW)(100MIL)	666 6078 REFL PAV MRK TY I (W)(WORD)(100MIL)	666 6315 RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL
		EA	EA	EA	EA	EA	EA	LF	LF	LF	LF	LF	EA	EA	LF
1 OF 2	SIGNING AND MARKING PLAN	2	1	2		1	1	108	430	430	340	106	4	4	
2 OF 2	SIGNING AND MARKING PLAN	8	3		1	5	3	228	2,480				7	7	2,983
	PROJECT TOTALS	10	4	2	1	6	4	336	2,910	430	340	106	11	11	2,983

SUMMARY OF TRAFFIC CONTROL ITEMS

TRAFFIC CONTROL PLAN & PROFILE SHEET NO.	LOCATION	502 6001 BARRICADES, SIGNS AND TRAFFIC HANDLING	662 6060 WK ZN PAV MRK REMOV (W)4"(BRK)
		MO	LF
SHEET 1 OF 1	TRAFFIC CONTROL PLAN	3	117
	PROJECT TOTALS:	3	117

REV. NO.	BY	DATE	REVISION DESCRIPTION
1	BRB	1/12021	PM REVISIONS

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
US 183 AT SEWARD JUNCTION SOUTH

STRIPING AND TRAFFIC CONTROL QUANTITIES

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY

SCALE	AS NOTED
DATE	1/12/2021
SHEET NUMBER	14 OF 92

X:\Projects\0589-Seward_Junction_SW_Construction_Phase\DGN\Sheets\US 183 at Seward Junction S0380_QUAN_PM_TCP.dgn modified by: RBall on 1/12/2021 - 10:15:09 AM

SUMMARY OF SMALL SIGNS

Clear Sheet

Copy Sheet

SMA RD SGN ASSM TY XXXXX (X) XX (X-XXXX)

Post Type: FRP = FIBERGLASS; TWT = THIN-WALL; 10BWG = 10 BWG; S80 = Sch 80

Posts (1 or 2)

Anchor Type: UA = Univer-Conc; UB = Univer-Bolt; WA = Wedge-Conc; SA = Slip-Conc; SB = Slip-Bolt; WS=Wedge Steel; WP=Wedge Plastic

Mounting Designation: P = Prefab. "Plain"; T = Prefab. "T"; U = Prefab. "U"

1EXT or 2EXT = # of Ext. BM = Extruded Wind Beam; WC = 1.12 #/ft Wing Chan.; EXAL = Extruded Alum. Signs

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN TEXT	DIMENSIONS	ALUMINUM TYPE A	ALUMINUM TYPE G	Post Type	Posts (1 or 2)	Anchor Type	Mounting Designation
70	20	R1-1	STOP	48" x 48"	x		10BWG	2	SA	P
		D3-1G	US 183	42" x 12"	x					
		M3-3	SOUTH	VAR x 12"	x					
		R6-1L	ONE WAY ARROW	36" x 12"	x					
	1	W4-4P	CROSS TRAFFIC DOES NOT STOP	24" x 12"	x					
	21	R3-8VAR	ONLY	48" x 30"	x		10BWG	1	SA	P
	1	M3-3	SOUTH	24" x 12"	x		10BWG	1	SA	P
	23	M4-1	183	30" x 24"	x					
		M6-1	←	30" x 24"	x					
	24	R1-1	STOP	48" x 48"	x		S80	1	SA	P
		D3-1G	US 183	42" x 12"	x					
		M3-3	SOUTH	VAR x 12"	x					
		R6-1L	ONE WAY ARROW	36" x 12"	x					
		W4-4P	CROSS TRAFFIC DOES NOT STOP	24" x 12"	x					
	39	R6-1L	ONE WAY ARROW	36" x 12"	x		S80	1	SA	P
		D3-1G	US 183	42" x 12"	x					
		M3-1	NORTH	VAR x 12"	x					
		R1-1	STOP	48" x 48"	x					
		W4-4P	CROSS TRAFFIC DOES NOT STOP	24" x 12"	x					
	22	R6-1R	ONE WAY ARROW	36" x 12"	x		TWT	1	WS	P
71	18	R6-1R	ONE WAY ARROW	36" x 12"	x		TWT	1	WS	P
	19	R3-8VAR	ONLY	48" x 30"	x		10BWG	1	SA	P
	1	M3-1	NORTH	24" x 12"	x		10BWG	1	SA	P
	25	M4-1	183	30" x 24"	x					
		M6-1	←	30" x 24"	x					
	26	D21-1TDBL	SEWARD JUNCTION LP	12" x 96"	x		10BWG	1	SA	P
	40	D21-1TDBL	SEWARD JUNCTION LP	12" x 96"	x		10BWG	1	SA	P
	27	R3-7R	RIGHT LANE MUST TURN RIGHT	36" x 36"	x		TWT	1	WS	P
	28	R3-7L	LEFT LANE MUST TURN LEFT	36" x 36"	x		TWT	1	WS	P
	29	R3-5L	ONLY	48" x 60"	x		S80	2	SA	P
		R5-1a	WRONG WAY	42" x 30"	x					
	30	R3-5R	ONLY	48" x 60"	x		10BWG	2	SA	P
		R5-1a	WRONG WAY	42" x 30"	x					
	31	R5-1	DO NOT ENTER	48" x 48"	x		10BWG	1	SA	P
	32	R5-1	DO NOT ENTER	48" x 48"	x		10BWG	1	SA	P
	1	R1-1	STOP	48" x 48"	x		10BWG	2	SA	P
	33	D3-1G	US 183	42" x 12"	x					
		M3-1	NORTH	VAR x 12"	x					
		R6-1L	ONE WAY ARROW	36" x 12"	x					
	34	R5-1	DO NOT ENTER	48" x 48"	x		10BWG	1	SA	P
	35	R5-1	DO NOT ENTER	48" x 48"	x		10BWG	1	SA	P
	36	R3-5L	ONLY	48" x 60"	x		10BWG	2	SA	P
		R5-1a	WRONG WAY	42" x 30"	x					
	37	R3-7L	LEFT LANE MUST TURN LEFT	36" x 36"	x		TWT	1	WS	P
	38	R3-7R	RIGHT LANE MUST TURN RIGHT	36" x 36"	x		TWT	1	WS	P

ALUMINUM SIGN BLANKS (TYPE A)

Square Ft.	Min. Thickness
Less than 7.5	0.080"
7.5 to 15	0.100"
Greater than 15	0.125"

Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.

REV. NO.	BY	DATE	REVISION DESCRIPTION
1	BRB	1/11/21	PM REVISIONS

STATE OF TEXAS
B. RYAN BELL
92578
LICENSED PROFESSIONAL ENGINEER
1/12/2021

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
US 183 AT SEWARD JUNCTION SOUTH

SUMMARY OF SMALL SIGNS

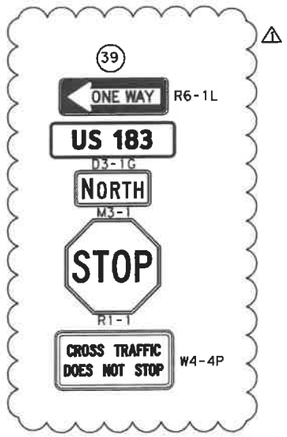
K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY
1848

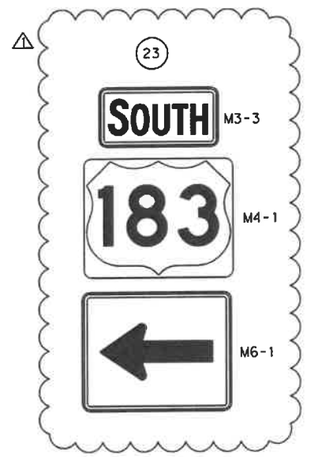
WILLIAMSON COUNTY

SCALE	AS NOTED
DATE	1/12/2021
SHEET NUMBER	15 OF 92

X:\Projects\0589-Seward Junction SW Construction Phase\DGN\Sheets\US 183 at Seward Junction SI0380_SMALL_SIGN_SUMMARY_01.dgn modified by RBell on 1/12/2021 - 10:15:15 AM

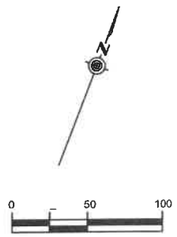


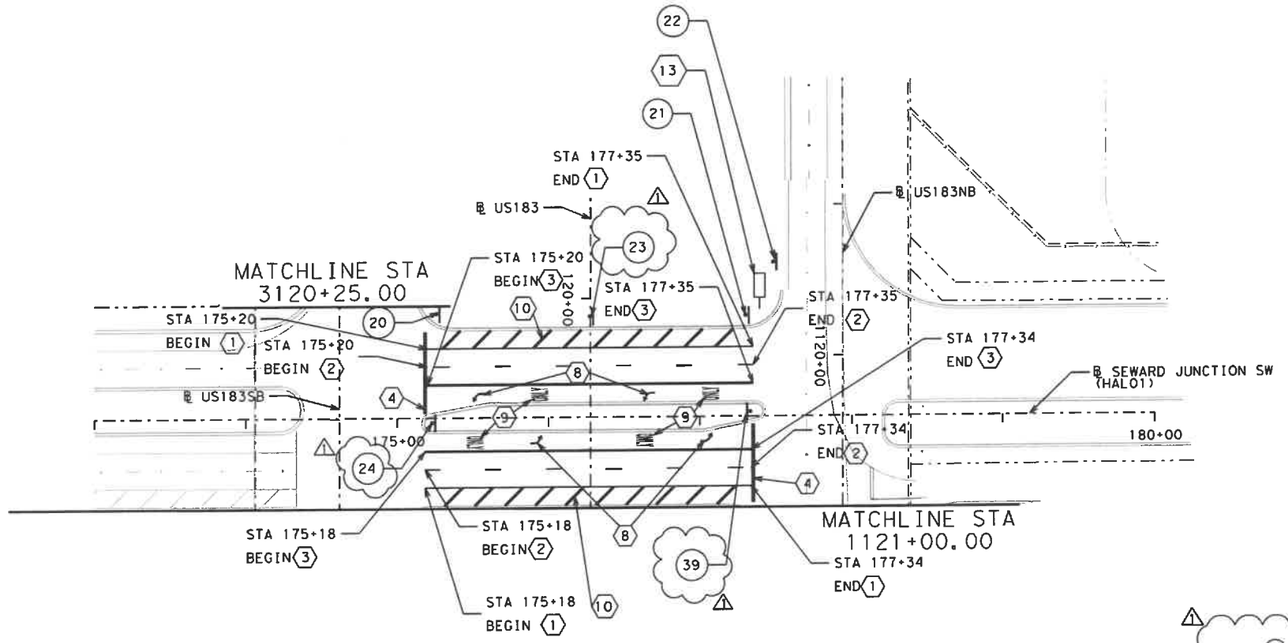
All W4-4P signs need to be 36"x18"



LEGEND

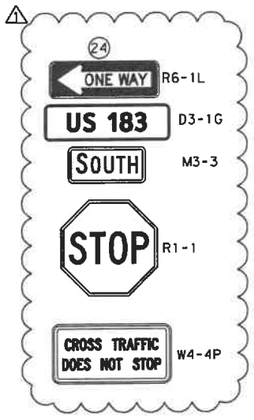
- PROPOSED R.O.W.
- PROPOSED EOP
- EXISTING EOP
- EXISTING PARCELS
- BI-DIRECTIONAL DELINEATOR
- DELINEATOR
- SIGN
- OBJECT MARKER

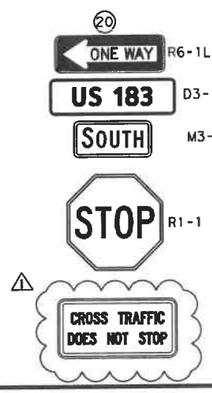




SUMMARY OF SIGNING AND PAVEMENT MARKINGS

ITEM 666										ITEM 672		ITEM 658
REFLECTIVE PAVEMENT MARKINGS										RAISED PVT MRK		INST OM ASSM
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
4" WHITE SLD	4" WHITE BKN	8" WHITE SLD	24" WHITE SLD	4" YELLOW SLD	4" YELLOW BRK	24" YELLOW SLD	WHITE ARROW	WORD "ONLY"	12" WHITE SLD	CL B REFL TY II-A-A	CL B REFL TY I-C	(OM-2X) (WC) GND
LF	LF	LF	LF	LF	LF	LF	EA	EA	LF	EA	EA	EA
430	108	430	106	0	0	0	4	4	340	0	0	2





REV. NO.	BY	DATE	REVISION DESCRIPTION
1	BRB	1/12/21	PM REVISIONS

STATE OF TEXAS
B. RYAN BELL
92578
LICENSED PROFESSIONAL ENGINEER
1/12/2021

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY

US 183 AT SEWARD JUNCTION SOUTH

SIGNING AND PAVEMENT MARKING PLAN
SHEET 1 OF 2

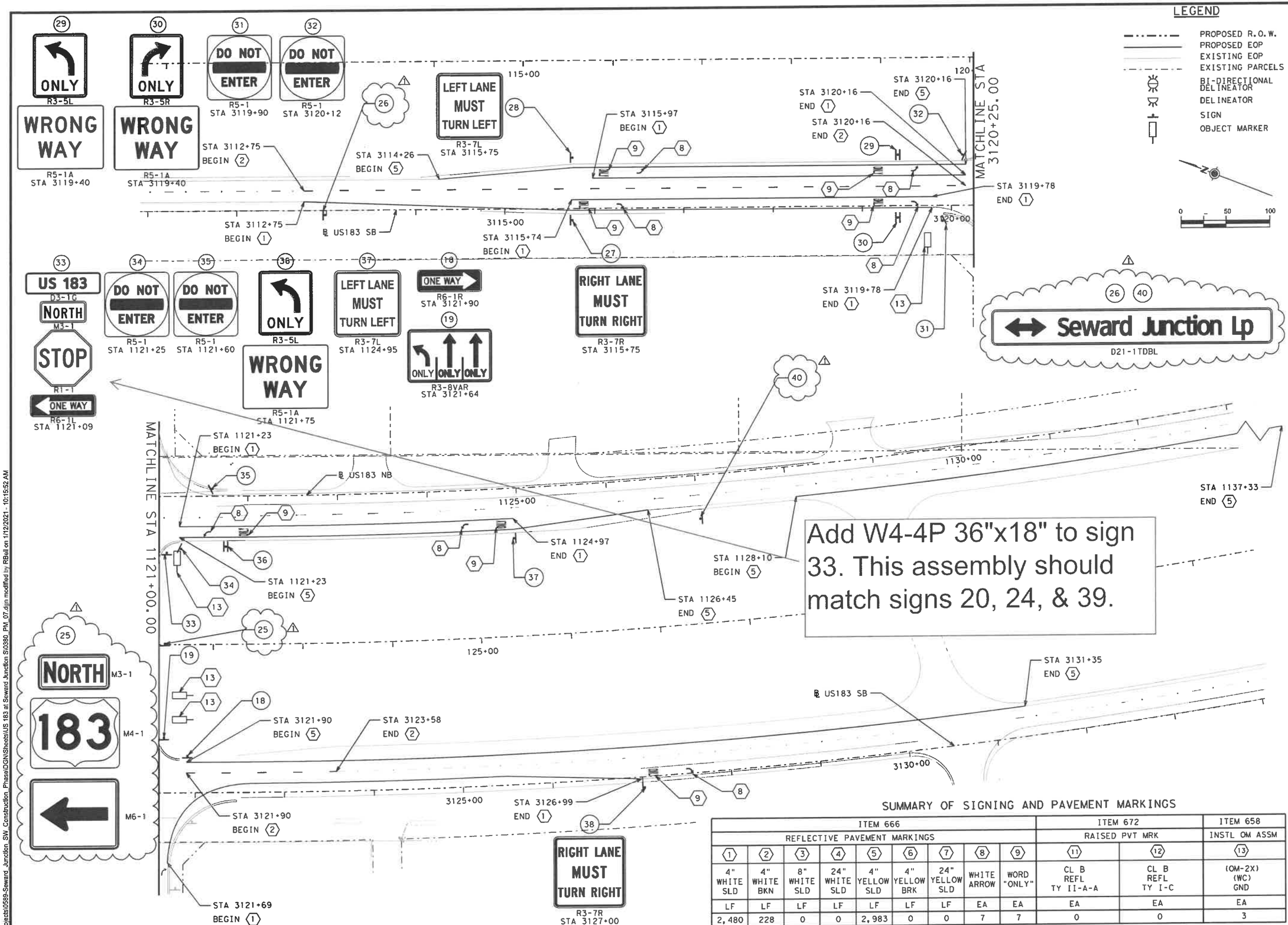
K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY

SCALE	AS NOTED
DATE	1/12/2021
SHEET NUMBER	70 OF 92

X:\Projects\0599-Seward_Junction_SW_Construction_Phase\DGN\Sheets\US 183 at Seward Junction SI\0380_PM_05.dgn modified by RBell on 1/12/2021 - 10:15:44 AM



SUMMARY OF SIGNING AND PAVEMENT MARKINGS

ITEM 666 REFLECTIVE PAVEMENT MARKINGS									ITEM 672 RAISED PVT MRK		ITEM 658 INSTL OM ASSM
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(11)	(12)	(13)
4" WHITE SLD	4" WHITE BKN	8" WHITE SLD	24" WHITE SLD	4" YELLOW SLD	4" YELLOW BRK	24" YELLOW SLD	WHITE ARROW	WORD "ONLY"	CL B REFL TY II-A-A	CL B REFL TY I-C	(OM-2X) (WC) GND
LF	LF	LF	LF	LF	LF	LF	EA	EA	EA	EA	EA
2,480	228	0	0	2,983	0	0	7	7	0	0	3

REV NO.	BY	DATE	REVISION DESCRIPTION
1	BRB	1/12/21	PM REVISIONS

STATE OF TEXAS
B. RYAN BELL
92578
LICENSED PROFESSIONAL ENGINEER
1/12/2021

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
US 183 AT SEWARD JUNCTION SOUTH
SIGNING AND PAVEMENT MARKING PLAN
SHEET 2 OF 2

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY

SCALE	AS NOTED
DATE	1/12/2021
SHEET NUMBER	71 OF 92

X:\Projects\0589-Seward Junction SW Construction Phase\DGN\Sheets\US 183 at Seward Junction SI0380_PM_07.dgn modified by RBell on 1/12/2021 - 10:15:52 AM

SUMMARY OF REMOVAL QUANTITIES

ITEM	104	104	104	106	496	496	542	544	550	644
DESC CODE	6009	6017	6054	6002	6007	6043	6001	6003	6006	6076
DESCRIPTION	REMOVING CONC (RIPRAP)	REMOVING CONC (DRIVEWAYS)	REMOVING CONCRETE (MOW STRIP)	OBLITERATING ABANDONED ROAD	* REMOV STR (PIPE)	REMOV STR (SMALL FENCE)	REMOVE METAL BEAM GUARD FENCE	GUARDRAIL END TREATMENT (REMOVE)	GATE (REMOVE)	REMOVE SM RD SN SUP&AM
UNIT	SY	SY	LF	SY	LF	LF	LF	EA	EA	EA
CR 259										
BEGIN PROJ TO STA 181+00.00		114				428				2
STA 181+00.00 TO STA 186+00.00				1038		500				
STA 186+00.00 TO STA 191+00.00				1226		621				
STA 191+00.00 TO STA 196+00.00				1242	64	700				
STA 196+00.00 TO STA 201+00.00				950		500				1
STA 201+00.00 TO STA 206+50.00				781		316				
STA 206+50.00 TO STA 212+00.00		168		125	32	365				1
STA 212+00.00 TO STA 217+50.00										
STA 217+50.00 TO STA 220+32.19										
SUBTOTAL		**282**		**5362**	**96**	**3430**				**4**
CR 266										
BEGIN PROJ TO STA 257+50.00				96		700				
STA 257+50.00 TO STA 262+50.00				363		681				
STA 262+50.00 TO STA 267+50.00				453		574			1	1
STA 267+50.00 TO END PROJ	64		135	347	75	415	100	1		3 ~~1~~
SUBTOTAL	**64**		**135**	**1259**	**75**	**2370**	**100**	**1**	**1**	**4** ~~2~~
PROJECT TOTALS	**64**	**282**	**135**	**6621**	**171**	**5800**	**100**	**1**	**1**	**8** ~~6~~

2

- **SET REMOVAL IS SUBSIDIARY TO REMOV STR (PIPE)**

NO.	DATE	REVISIONS	RECOM'D
2	12/22/2020	UPDATE SIGNING & STRIPING QTYS	

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ENGINEERS AND PLANNERS
TBPE FIRM REGISTRATION # 739

SEWARD JUNCTION SOUTHEAST

SUMMARY OF REMOVAL QUANTITIES

DN: RAW	FED.RD. DIV.NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK DN: JRM	6	TEXAS					259/266
DW: TJR	STATE DIST.NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK DW: JRM	AUS	WILLIAMSON					21

DATE: $DATE$
DRAWING FILE: $FILE$

$DATE$

$FILE$

SUMMARY OF PAVEMENT MARKING QUANTITIES

ITEM	666	666	666	666	666	666	666	666	666	666	666	666	666	666
DESC CODE	6300	6030	6036	6048	6054	6078	6102	6147	6167	6170	6176	6178	6182	6184
DESCRIPTION	RE PM W/RET REQ TY I (W)4" (BRK) (100MIL)	REFL PAV MRK TY I (W)8" (DOT) (100MIL)	REFL PAV MRK TY I (W)8" (SLD) (100MIL)	REFL PAV MRK TY I (W)24" (SLD) (100MIL)	REFL PAV MRK TY I (W) (ARROW) (100MIL)	REFL PAV MRK TY I (W) (WORD) (100MIL)	REF PAV MRK TY I (W)36" (YLD TRI) (100MIL)	REFL PAV MRK TY I (Y)24" (SLD) (100MIL)	REFL PAV MRK TY II (W) 4" (BRK)	REFL PAV MRK TY II (W) 4" (SLD)	REFL PAV MRK TY II (W) 8" (DOT)	REFL PAV MRK TY II (W) 8" (SLD)	REFL PAV MRK TY II (W) 24" (SLD)	REFL PAV MRK TY II (W) (ARROW
UNIT	LF	LF	LF	LF	EA	EA	EA	LF	LF	LF	LF	LF	LF	EA
CR 259														
STA 177+95.13 TO STA 181+00.00	140	72	587	317	2	2	7		140	801	72	587	317	2
STA 181+00.00 TO STA 186+00.00	16	3	0 ~~123~~	96	0 ~~1~~	0 ~~1~~		54	16	963 ~~755~~	3	0 ~~123~~	96	0 ~~1~~
STA 186+00.00 TO STA 196+00.00										1000				
STA 196+00.00 TO STA 206+50.00				15						983			15	
STA 206+50.00 TO STA 217+50.00										1105				
STA 217+50.00 TO STA 220+32.19				22						205			22	
SUBTOTAL	156	75	587 ~~710~~	450	2 ~~3~~	2 ~~3~~	7	54	156	5057 ~~4849~~	75	587 ~~710~~	450	2 ~~3~~
CR 266														
STA 254+00.00 TO STA 257+50.00										700				
STA 257+50.00 TO STA 262+50.00										660				
STA 262+50.00 TO STA 267+50.00			36	25						438		36	25	
STA 267+50.00 TO STA 270+26.11			265	37	2	2				281		265	37	2
SUBTOTAL			301	62	2	2				2079		301	62	2
PROJECT TOTALS	156	75	888 ~~1011~~	512	4 ~~5~~	4 ~~5~~	7	54	156	7136 ~~6928~~	75	888 ~~1011~~	512	4 ~~5~~

SUMMARY OF PAVEMENT MARKING QUANTITIES, CONTD

ITEM	666	666	666	666	666	666	672	672	672	678	678
DESC CODE	6192	6199	6207	6214	6303	6315	6007	6009	6010	6001	6004
DESCRIPTION	REFL PAV MRK TY II (W) (WORD)	REFL PAV MRK TY II (W) 36" (YLD TRI)	REFL PAV MRK TY II (Y) 4" (SLD)	REFL PAV MRK TY II (Y) 24" (SLD)	RE PM W/RET REQ TY I (W)4"(SLD) (100MIL)	RE PM W/RET REQ TY I (Y)4"(SLD) (100MIL)	REFL PAV MRKR TY I-C	REFL PAV MRKR TY II-A-A	REFL PAV MRKR TY II-C-R	PAV SURF PREP FOR MRK (4")	PAV SURF PREP FOR MRK (8")
UNIT	LF	EA	LF	LF	LF	LF	EA	EA	EA	LF	LF
CR 259											
STA 177+95.13 TO STA 181+00.00	2	7			801		19		6		205
STA 181+00.00 TO STA 186+00.00	0 ~~1~~		900 ~~996~~	54	963 ~~755~~	900 ~~996~~	1	2 ~~12~~			
STA 186+00.00 TO STA 196+00.00			1650		1000	1650		22		430	
STA 196+00.00 TO STA 206+50.00			2260		983	2260		27			
STA 206+50.00 TO STA 217+50.00			2214		1105	2214		27		371	
STA 217+50.00 TO STA 220+32.19			382		205	382		5			
SUBTOTAL	2 ~~3~~	7	7406 ~~7502~~	54	5057 ~~4849~~	7406 ~~7502~~	20	83 ~~93~~	6	801	205
CR 266											
STA 254+00.00 TO STA 257+50.00			700		700	700		9			
STA 257+50.00 TO STA 262+50.00			700		660	700		9			
STA 262+50.00 TO STA 267+50.00			1050		438	1050	2	16			
STA 267+50.00 TO STA 270+26.11	2		566		281	566	13	26			
SUBTOTAL	2		3016		2079	3016	15	60			
PROJECT TOTALS	4 ~~5~~	7	~~10518~~ 10422	54	7136 ~~6928~~	~~10518~~ 10422	35	143 ~~153~~	6	801	205

NO.	DATE	REVISIONS	RECOM'D
2	12/22/2020	UPDATE SIGNING & STRIPING QTYS	

WILLIAMSON COUNTY
1848

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ENGINEERS AND PLANNERS
TBPE FIRM REGISTRATION # 739

SEWARD JUNCTION SOUTHEAST

SUMMARY OF PAVEMENT MARKING QUANTITIES

DN: RAW	FED.RD. DIV.NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK DN: JRM	6	TEXAS					259/266
DW: TJR	STATE DIST. NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK DW: JRM	AUS	WILLIAMSON					24

DATE: $DATE$
DRAWING FILE: $FILE$

$DATE$ $FILE$

SUMMARY OF SIGNING QUANTITIES

ITEM	644	644	644	658	658	658	658	644	644	644
DESC CODE	6060	6061	6071	6014	6016	6049	6059	6004	6030	6033
DESCRIPTION	IN SM RD SN SUP&AM TYTWT(1)WS(P)	IN SM RD SN SUP&AM TYTWT(1)WS(T)	RELOCATE SM RD SN SUP&AM TY TWT	INSTL DEL ASSM (D-SW)SZ (BR)CTB (BI)	INSTL DEL ASSM (D-SW)SZ (BR)GF1 (BI)	INSTL OM ASSM (OM-2Z)(FLX)GND (BI)	INSTL OM ASSM (OM-4)(FLX)GND	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	IN SM RD SN SUP&AM TYS80(1)SA(T)	IN SM RD SN SUP&AM TYS80(1)SA(U)
UNIT	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
CR 259										
STA 177+95.13 TO STA 181+00.00	3 ~~1~~	5 ~~8~~						2	1	1
STA 181+00.00 TO STA 186+00.00	3	4 ~~5~~								
STA 186+00.00 TO STA 196+00.00		1		6	10	2				
STA 196+00.00 TO STA 206+50.00	1	1			2	2				
STA 206+50.00 TO STA 217+50.00	1	2 ~~1~~		6	12	4				
STA 217+50.00 TO STA 220+32.19	1 ~~2~~	1						1		
SUBTOTAL	**9 ~~8~~**	**14 ~~17~~**		**12**	**24**	**8**		**3**	**1**	**1**
CR 266										
STA 254+00.00 TO STA 257+50.00	0 ~~1~~							3		
STA 257+50.00 TO STA 262+50.00		2					5 ~~1~~	2		
STA 262+50.00 TO STA 267+50.00							1	1	2	1
STA 267+50.00 TO STA 270+26.11		1 ~~2~~	1		3		6 ~~2~~	6	2	1
SUBTOTAL	**0 ~~1~~**	**3 ~~4~~**	**1**		**3**					
PROJECT TOTALS	**9**	**17 ~~21~~**	**1**	**12**	**27**	**8**	**6 ~~2~~**	**9**	**3**	**2**

2

2

658-6078 INSTL OM ASSM (OM-4) (TWT) (WAS)
Quantity 10 ea.

NO.	DATE	REVISIONS	RECOM'D
2	12/22/2020	UPDATE SIGNING & STRIPING QTYS	

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SEWARD JUNCTION SOUTHEAST

SUMMARY OF SIGNING QUANTITIES

DN: RAW	FED.RD. DIV.NO.	STATE	PROJECT NO.					HIGHWAY NO.
CK DN: JRM	6	TEXAS						259/266
DW: TJR	STATE DIST.NO.	COUNTY	CONTROL NO.	SECTION NO.		JOB NO.		SHEET NO.
CK DW: JRM	AUS	WILLIAMSON						25

DATE: $DATE$
DRAWING FILE: $FILE$

$DATE$

$FILE$

SUMMARY OF SMALL SIGNS

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN	DIMENSIONS	FLAT ALUMINUM (TYPE A)	EXAL ALUMINUM (TYPE G)	SM RD SGN ASSM TY XXXXX (X) XX (X-XXXX) POST TYPE	POSTS	ANCHOR TYPE	MOUNTING DESIGNATION		BRIDGE MOUNT CLEARANCE SIGNS (See Note 2)
							FRP = Fiberglass TWT = Thin-Wall 10BWG = 10 BWG S80 = Sch 80	1 or 2	UA=Universal Conc UB=Universal Bolt SA=Slipbase-Conc SB=Slipbase-Bolt WS=Wedge Steel WP=Wedge Plastic	PREFABRICATED P = "Plain" T = "T" U = "U"	1EXT or 2EXT = # of Ext BM = Extruded Wind Beam WC = 1.12 #/ft Wing Channel EXAL= Extruded Alum Sign Panels	TY = TYPE TY N TY S
1	1	D3-1G	~~CR 259~~ Seward Junction Lp	42X12	✓		10BWG ~~TWT~~	1	SA ~~WS~~	T		
		D3-1G	US 183	42X12	✓							
2		R1-1	STOP	48X48 ~~36X36~~	✓							
		W4-4P	CROSS TRAFFIC DOES NOT STOP	36X18	✓							
	2	R1-1	STOP	48X48 ~~36X36~~	✓		10BWG ~~TWT~~	1	SA ~~WS~~	T		
		W4-4P	CROSS TRAFFIC DOES NOT STOP	36X18	✓							
	3	R5-1	DO NOT ENTER	36X36	✓		TWT	1	WS	T		
	4	R3-5R	↱ ONLY	30X36	✓		TWT	1	WS	P		
	5	W9-2TL	LANE ENDS MERGE LEFT	36X36	✓		TWT	1	WS	T		
	6	R1-2	YIELD	48X48X48	✓		TWT	1	WS	T		
	10	R5-1	DO NOT ENTER	36X36	✓		TWT	1	WS	T		
	13	R5-1	DO NOT ENTER	36X36	✓		TWT	1	WS	T		
	14	R6-1R	ONE WAY →	54X18	✓		TWT	1	WS	T		
2	1	R5-1A	WRONG WAY	42X30	✓		TWT	1	WS	T		
2	~~BACK TO BACK~~ ~~R3-7R~~		~~RIGHT LANE MUST TURN RIGHT~~	~~36X36~~	✓							
	2	R5-1A	WRONG WAY	42X30	✓		TWT	1	WS	T		
	3	W6-2 BACK TO BACK W6-1	DIVIDED HIGHWAY SYMBOL DIVIDED HIGHWAY SYMBOL	36X36 36X36	✓ ✓		TWT	1	WS	T		
	4	R5-1A	WRONG WAY	42X30	✓		TWT	1	WS	T		
	5	R2-1	SPEED LIMIT --	24X30	✓		TWT	1	WS	P		
	6	R5-1A	WRONG WAY	42X30	✓		TWT	1	WS	T		
	7	W1-4L	HORIZONTAL ALIGNMENT SYMBOL	30X30	✓		TWT	1	WS	P		
2	8	~~R3-5R~~	~~↱ ONLY~~	~~30X36~~	✓		~~TWT~~	1	~~WS~~	~~P~~		
3	1	W8-13aT	BRIDGE MAY ICE IN COLD WEATHER	36X36	✓		TWT	1	WS	T		
4	2	W1-4R	HORIZONTAL ALIGNMENT SYMBOL	30X30	✓		TWT	1	WS	P		
		W13-1P	35 MPH	18X18	✓							
	3	W8-13aT	BRIDGE MAY ICE IN COLD WEATHER	36X36	✓		TWT	1	WS	T		
5	2	W8-13aT	BRIDGE MAY ICE IN COLD WEATHER	36X36	✓		TWT	1	WS	T		
	3	R2-1	SPEED LIMIT --	24X30	✓		TWT	1	WS	P		
6	1	W8-13aT	BRIDGE MAY ICE IN COLD WEATHER	36X36	✓		TWT	1	WS	T		
	2	W1-4R	HORIZONTAL ALIGNMENT SYMBOL	30X30	✓		TWT	1	WS	P		
		W13-1P	35 MPH	18X18	✓							
	3	D3-1G	~~CR 259~~ Seward Junction Lp	42X12	✓		10BWG ~~TWT~~	1	SA ~~WS~~	T ~~P~~		
2	~~D3-1G~~		~~US 266~~	~~42X12~~	✓							
		R1-1	STOP	36X36 ~~30X30~~	✓							
		W4-4P	CROSS TRAFFIC DOES NOT STOP	36X18	✓							
7	1	~~R4-8~~	~~KEEP LEFT SYMBOL~~	~~24X30~~	✓		~~TWT~~	1	~~WS~~	~~P~~		

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080"
7.5 to 15	0.100"
Greater than 15	0.125"

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

NOTE:

1. Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.
2. For installation of bridge mount clearance signs, see Bridge Mounted Clearance Sign Assembly (BMCS)Standard Sheet.
3. For Sign Support Descriptive Codes, see Sign Mounting Details Small Roadside Signs General Notes & Details SMD(GEN).

2 12/22/2020 UPDATE SIGNING

Texas Department of Transportation | Traffic Operations Division Standard

SUMMARY OF SMALL SIGNS

SOSS

FILE:	sums16.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT	May 1987	CONT	SECT	JOB	HIGHWAY
REVISIONS					
4-16		DIST	COUNTY		SHEET NO.
8-16		AUS	WILLIAMSON		222

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FILE: c:\pw-of\pw-of-prod\taryn.fickes@aguirre-fields.com\d0137920\v269011\SOSS0716.dgn

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DATE: 1/6/2021 3:16:27 PM
FILE: c:\pw-dfw-prod\taryn.fickes@aguirre-fields.com\d0137920\2690115050210\sums16.dgn

SUMMARY OF SMALL SIGNS

SM RD SGN ASSM TY XXXXX (X) XX (X-XXXX)

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN	DIMENSIONS	FLAT ALUMINUM (TYPE A)	EXAL ALUMINUM (TYPE G)	POST TYPE (FRP = Fiberglass, TWT = Thin-Wall, 10BWG = 10 BWG, S80 = Sch 80)	POSTS (1 or 2)	ANCHOR TYPE (UA=Universal Conc, UB=Universal Bolt, SA=Slipbase-Conc, SB=Slipbase-Bolt, WS=Wedge Steel, WP=Wedge Plastic)	MOUNTING DESIGNATION: PREFABRICATED (P = "Plain", T = "T", U = "U")	MOUNTING DESIGNATION: 1EXT or 2EXT = # of Ext BM = Extruded Wind Beam WC = 1.12 #/ft Wing Channel EXAL= Extruded Alum Sign Panels	BRIDGE MOUNT CLEARANCE SIGNS (See Note 2) TY = TYPE (TY N, TY S)
8	1	W1-7	↔	48X24	✓		TWT	1	WS	T		
	2	W1-7	↔	48X24	✓		TWT	1	WS	T		
10	2	R3-8LK	← ONLY →	36X30	✓		TWT	1	WS	T		
	3	D3-1G	~~CR 266~~ Seward Junction Lp	42X12	✓		10BWG ~~TWT~~	1	SA ~~WS~~	T		
2 △		D3-1G	SH 29	36X12	✓							
		R1-1	STOP	36X36	✓							
		W4-4P	CROSS TRAFFIC DOES NOT STOP	36X18	✓							

SUMMARY OF SMALL SIGNS TO BE REMOVED

1	7	D3-1G	CR 259
		D3-1G	US 183
		R1-1	STOP
	12	R6-1R	ONE WAY
4	1	W19-8	CHURCH
5	1	W19-8	CHURCH
9	1	R1-1	STOP
10	4	D3-1G	CR 266
		R1-1	STOP
2 △	5	D1-2	← CO RD 266; CO RD 260 →
	6	D1-2	← CO RD 260; CO RD 266 →

SUMMARY OF SMALL SIGNS TO BE RELOCATED

10	1	D7-7GTL	HISTORICAL MARKER ←
		BACK TO BACK	
		D7-7GTR	HISTORICAL MARKER →

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080"
7.5 to 15	0.100"
Greater than 15	0.125"

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

NOTE:

1. Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.
2. For installation of bridge mount clearance signs, see Bridge Mounted Clearance Sign Assembly (BMCS)Standard Sheet.
3. For Sign Support Descriptive Codes, see Sign Mounting Details Small Roadside Signs General Notes & Details SMD(GEN).

△2 12/22/2020 UPDATE SIGNING

Texas Department of Transportation — Traffic Operations Division Standard

SUMMARY OF SMALL SIGNS

SOSS

FILE: sums16.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT May 1987	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-16 8-16	DIST	COUNTY		SHEET NO.
	AUS	WILLIAMSON		223

SUMMARY OF SMALL SIGNS

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN	DIMENSIONS	FLAT ALUMINUM (TYPE A)	EXAL ALUMINUM (TYPE G)	SM RD SGN ASSM TY XXXXX (X) XX (X-XXXX) POST TYPE (FRP = Fiberglass, TWT = Thin-Wall, 10BWG = 10 BWG, S80 = Sch 80)	POSTS (1 or 2)	ANCHOR TYPE (UA=Universal Conc, UB=Universal Bolt, SA=Slipbase-Conc, SB=Slipbase-Bolt, WS=Wedge Steel, WP=Wedge Plastic)	MOUNTING DESIGNATION: PREFABRICATED (P = "Plain", T = "T", U = "U")	MOUNTING DESIGNATION: 1EXT or 2EXT = # of Ext, BM = Extruded Wind Beam, WC = 1.12 #/ft Wing Channel, EXAL= Extruded Alum Sign Panels	BRIDGE MOUNT CLEARANCE SIGNS (See Note 2) TY = TYPE, TY N, TY S
1	15	R3-5R	↱ ONLY	30X36	✓		TWT	1	WS	P		
	16	W9-2TL	LANE ENDS MERGE LEFT	36X36	✓		TWT	1	WS	P		
	17	D3-1G	Seward Junction Lp	42X12	✓		S80	1	SA	T		
		D3-1G	US 183	42X12	✓							
		R1-1	STOP	48X48	✓							
		W4-4P	CROSS TRAFFIC DOES NOT STOP	36X18	✓							
	18	M3-3	SOUTH	24X12	✓		S80	1	SA	U		
		M1-4	183	30X24	✓							
		M6-3	↑	30X24	✓							
		M3-1	NORTH	24X12	✓							
		M1-4	183	30X24	✓							
		M6-1	→	30X24	✓							
2	9	M2-1	JCT	21X15	✓		TWT	1	WS	P		
		M1-4	183	30X24	✓							
5	4	W14-2	NO OUTLET	36X36	✓		TWT	1	WS	T		
8	3	D1-2	↑ Seward Junction Lp ← Seward Junction Lp	90X24	✓		10BWG	1	SA	T		
	4	D1-2	← Seward Junction Lp Co Rd 266 →	90X24	✓		10BWG	1	SA	T		
	5	D1-2	↑ Seward Junction Lp Seward Junction Lp →	90X24	✓		10BWG	1	SA	T		
9	1	R1-1	STOP	36X36	✓		10BWG	1	SA	T		
		W4-4P	CROSS TRAFFIC DOES NOT STOP	36X18	✓							
	2	M2-1	JCT	21X15	✓		10BWG	1	SA	T		
		M1-6T	29	36X36	✓							
10	4	D1-2	← Co Rd 260 Seward Junction Lp →	120X30	✓		S80	1	SA	T		
	5	D1-2	← Seward Junction Lp Co Rd 260 →	120X30	✓		S80	1	SA	T		
	6	M3-4	WEST	36X18	✓		S80	1	SA	U		
		M1-6T	29	36X36	✓							
		M6-1	←	30X24	✓							
		M3-2	EAST	36X18	✓							
		M1-6T	29	36X36	✓							
		M6-1	→	30X24	✓							

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080"
7.5 to 15	0.100"
Greater than 15	0.125"

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

NOTE:

1. Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.
2. For installation of bridge mount clearance signs, see Bridge Mounted Clearance Sign Assembly (BMCS)Standard Sheet.
3. For Sign Support Descriptive Codes, see Sign Mounting Details Small Roadside Signs General Notes & Details SMD(GEN).

2 12/22/2020 NEW SHEET w/ NEW SIGNS

Texas Department of Transportation — Traffic Operations Division Standard

SUMMARY OF SMALL SIGNS

SOSS

FILE:	sums16.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT	May 1987	CONT	SECT	JOB	HIGHWAY
REVISIONS					
4-16		DIST	COUNTY		SHEET NO.
8-16		AUS	WILLIAMSON		223a

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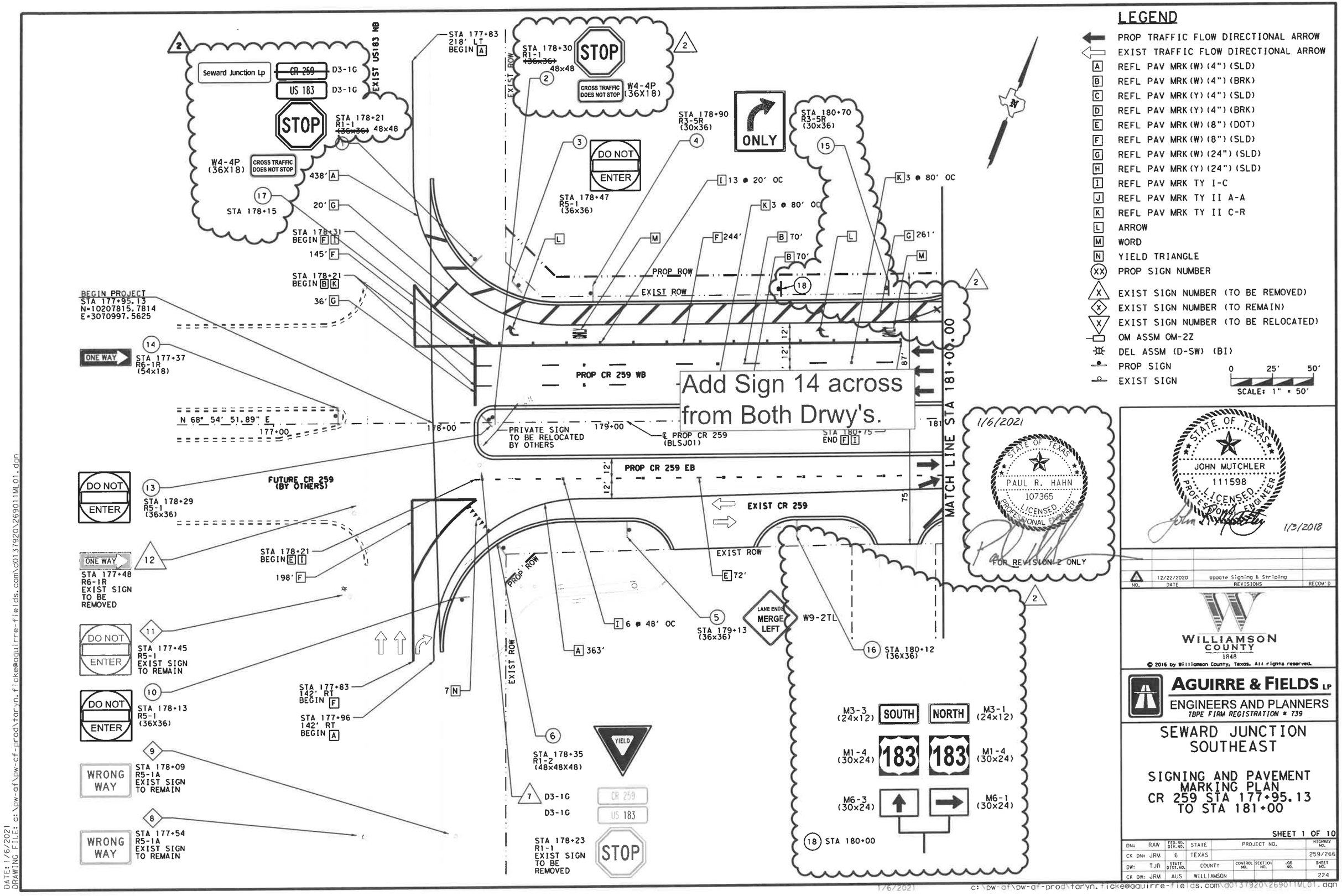

LEGEND

- PROP TRAFFIC FLOW DIRECTIONAL ARROW
- EXIST TRAFFIC FLOW DIRECTIONAL ARROW
- A REFL PAV MRK (W) (4") (SLD)
- B REFL PAV MRK (W) (4") (BRK)
- C REFL PAV MRK (Y) (4") (SLD)
- D REFL PAV MRK (Y) (4") (BRK)
- E REFL PAV MRK (W) (8") (DOT)
- F REFL PAV MRK (W) (8") (SLD)
- G REFL PAV MRK (W) (24") (SLD)
- H REFL PAV MRK (Y) (24") (SLD)
- I REFL PAV MRK TY I-C
- J REFL PAV MRK TY II A-A
- K REFL PAV MRK TY II C-R
- L ARROW
- M WORD
- N YIELD TRIANGLE
- XX PROP SIGN NUMBER
- X EXIST SIGN NUMBER (TO BE REMOVED)
- X EXIST SIGN NUMBER (TO REMAIN)
- X EXIST SIGN NUMBER (TO BE RELOCATED)
- OM ASSM OM-2Z
- DEL ASSM (D-SW) (BI)
- PROP SIGN
- EXIST SIGN

0 25' 50'
SCALE: 1" = 50'

1/6/2021

STATE OF TEXAS
PAUL R. HAHN
107365
LICENSED
PROFESSIONAL ENGINEER

FOR REVISION 2 ONLY

STATE OF TEXAS
JOHN MUTCHLER
111598
LICENSED
PROFESSIONAL ENGINEER

1/3/2018

NO.	DATE	REVISIONS	RECOM'D
2	12/22/2020	Update Signing & Striping	

WILLIAMSON COUNTY
1848

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AGUIRRE & FIELDS LP
ENGINEERS AND PLANNERS
TBPE FIRM REGISTRATION # 739

SEWARD JUNCTION SOUTHEAST

SIGNING AND PAVEMENT MARKING PLAN CR 259 STA 177+95.13 TO STA 181+00

SHEET 1 OF 10

DN: RAW	FED.RD. DIV.NO.	STATE	PROJECT NO.					HIGHWAY NO.
CK DN: JRM	6	TEXAS						259/266
DW: TJR	STATE DIST.NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.			SHEET NO.
CK DW: JRM	AUS	WILLIAMSON						224

DATE: 1/6/2021
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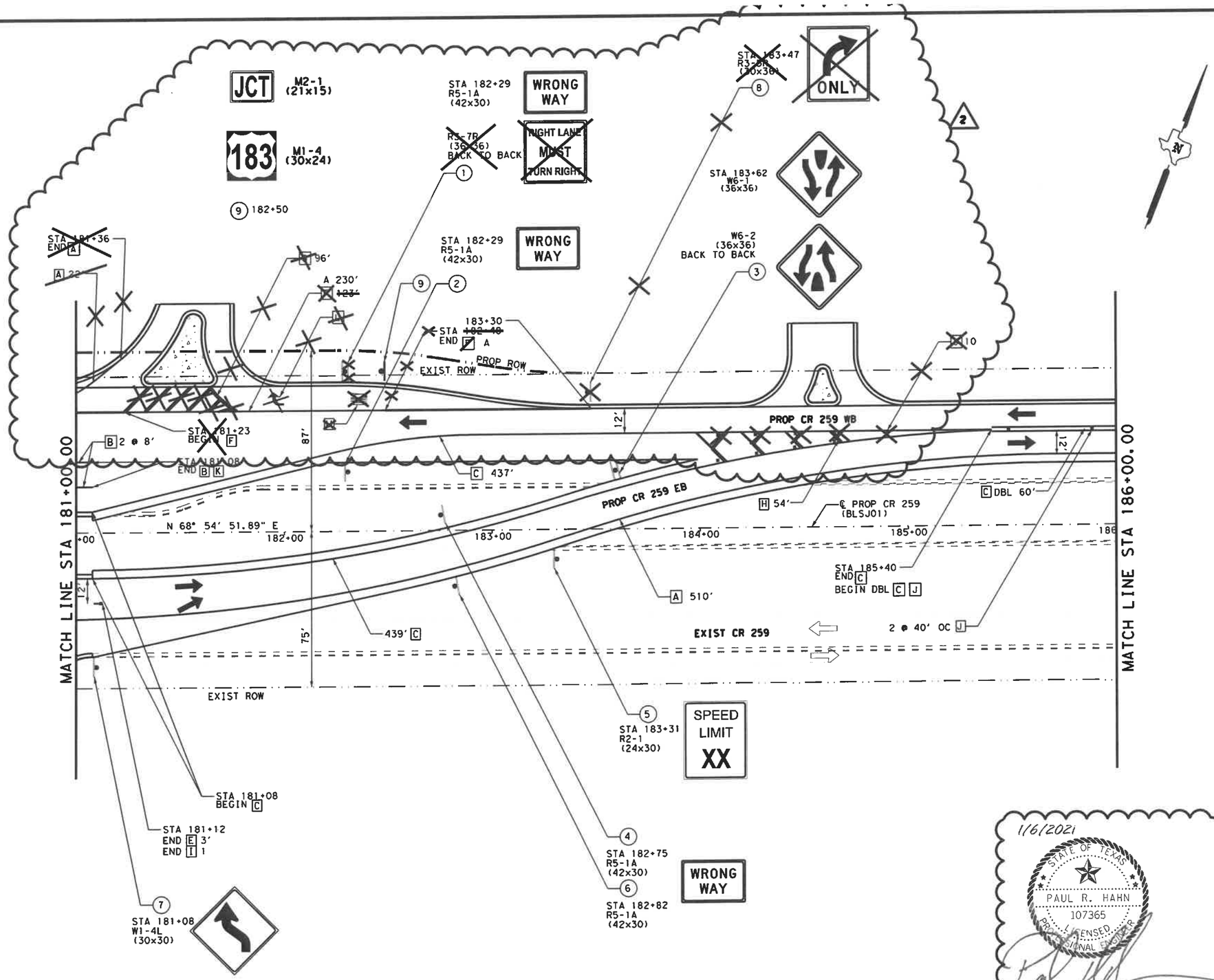

LEGEND

- PROP TRAFFIC FLOW DIRECTIONAL ARROW
- EXIST TRAFFIC FLOW DIRECTIONAL ARROW
- [A] REFL PAV MRK (W) (4") (SLD)
- [B] REFL PAV MRK (W) (4") (BRK)
- [C] REFL PAV MRK (Y) (4") (SLD)
- [D] REFL PAV MRK (Y) (4") (BRK)
- [E] REFL PAV MRK (W) (8") (DOT)
- [F] REFL PAV MRK (W) (8") (SLD)
- [G] REFL PAV MRK (W) (24") (SLD)
- [H] REFL PAV MRK (Y) (24") (SLD)
- [I] REFL PAV MRK TY I-C
- [J] REFL PAV MRK TY II A-A
- [K] REFL PAV MRK TY II C-R
- [L] ARROW
- [M] WORD
- [N] YIELD TRIANGLE
- (XX) PROP SIGN NUMBER
- X EXIST SIGN NUMBER (TO BE REMOVED)
- X EXIST SIGN NUMBER (TO REMAIN)
- X EXIST SIGN NUMBER (TO BE RELOCATED)
- OM ASSM OM-2Z
- DEL ASSM (D-SW) (BI)
- PROP SIGN
- EXIST SIGN

0 25' 50'
SCALE: 1" = 50'

1/6/2021
STATE OF TEXAS
PAUL R. HAHN
107365
LICENSED
PROFESSIONAL ENGINEER
FOR REVISION 2 ONLY

STATE OF TEXAS
JOHN MUTCHLER
111598
LICENSED
PROFESSIONAL ENGINEER
1/3/2018

NO.	DATE	REVISIONS	RECOM'D
2	12/22/2020	Update Signing & Striping	

WILLIAMSON COUNTY 1848

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AGUIRRE & FIELDS LP
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TBPE FIRM REGISTRATION # 739

SEWARD JUNCTION SOUTHEAST

SIGNING AND PAVEMENT MARKING PLAN BEGIN PROJECT CR 259 STA 181+00.00 TO STA 186+00

SHEET 2 OF 10

DN:	RAW	FED.RD. DIV.NO.	STATE	PROJECT NO.					HIGHWAY NO.
CK DN:	JRM	6	TEXAS						259/266
DW:	TJR	STATE DIST.NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.			SHEET NO.
CK DW:	JRM	AUS	WILLIAMSON						225

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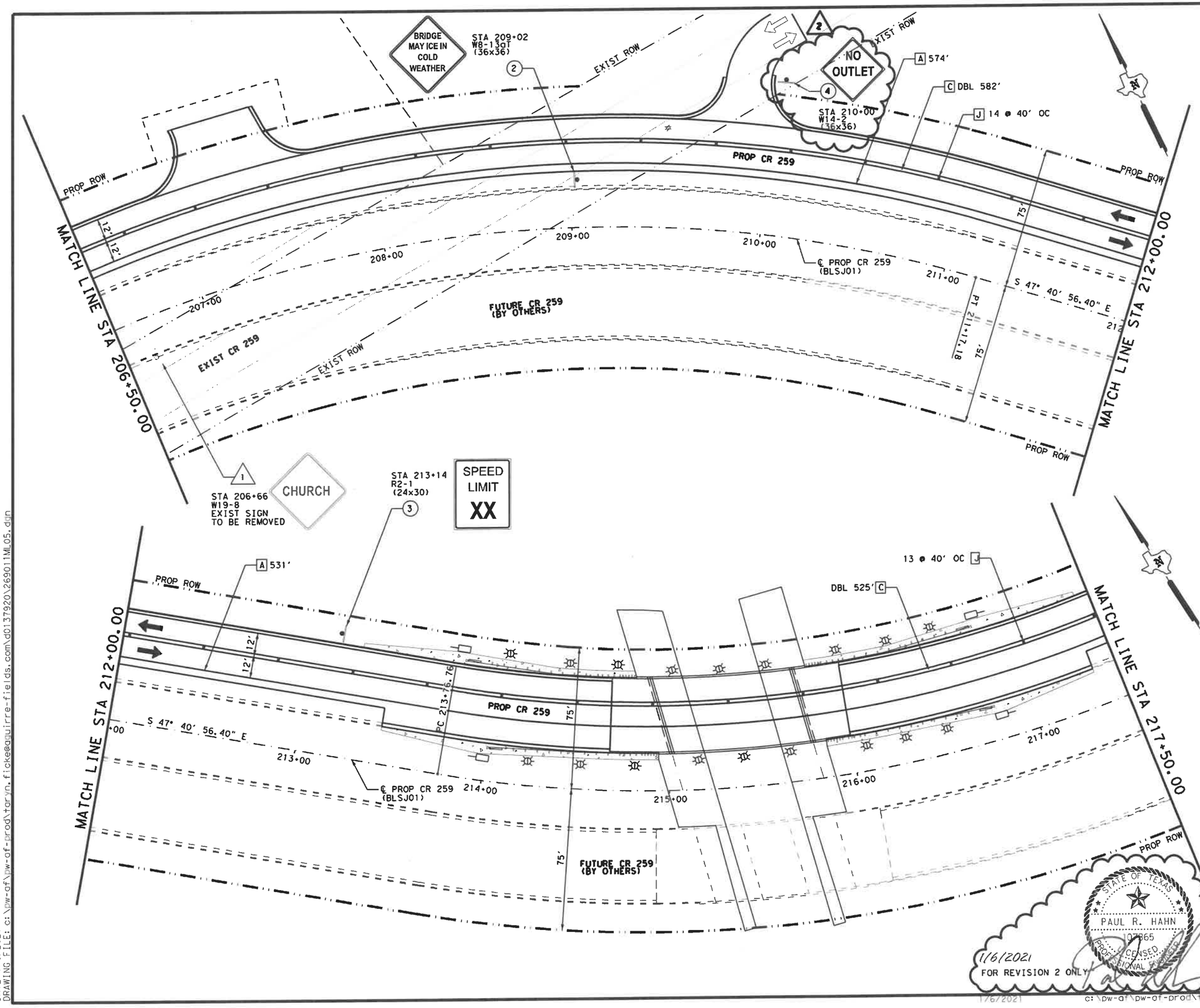

LEGEND

- PROP TRAFFIC FLOW DIRECTIONAL ARROW
- EXIST TRAFFIC FLOW DIRECTIONAL ARROW
- [A] REFL PAV MRK (W) (4") (SLD)
- [B] REFL PAV MRK (W) (4") (BRK)
- [C] REFL PAV MRK (Y) (4") (SLD)
- [D] REFL PAV MRK (Y) (4") (BRK)
- [E] REFL PAV MRK (W) (8") (DOT)
- [F] REFL PAV MRK (W) (8") (SLD)
- [G] REFL PAV MRK (W) (24") (SLD)
- [H] REFL PAV MRK (Y) (24") (SLD)
- [I] REFL PAV MRK TY I-C
- [J] REFL PAV MRK TY II A-A
- [K] REFL PAV MRK TY II C-R
- [L] ARROW
- [M] WORD
- [N] YIELD TRIANGLE
- (XX) PROP SIGN NUMBER
- EXIST SIGN NUMBER (TO BE REMOVED)
- EXIST SIGN NUMBER (TO REMAIN)
- EXIST SIGN NUMBER (TO BE RELOCATED)
- OM ASSM OM-2Z
- DEL ASSM (D-SW) (BI)
- PROP SIGN
- EXIST SIGN

0 25' 50'
SCALE: 1" = 50'

STATE OF TEXAS
JOHN MUTCHLER
111598
LICENSED
PROFESSIONAL ENGINEER
1/3/2018

NO.	DATE	REVISIONS	RECOM'D
1	12/22/2020	Update Signing & Striping	

WILLIAMSON COUNTY
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TBPE FIRM REGISTRATION # 739

SEWARD JUNCTION SOUTHEAST

SIGNING AND PAVEMENT MARKING PLAN CR 259 STA 206+50 TO STA 217+50

STATE OF TEXAS
PAUL R. HAHN
97865
LICENSED
PROFESSIONAL ENGINEER
1/6/2021
FOR REVISION 2 ONLY

SHEET 5 OF 10

DN: RAW	FED.RD. DIV.NO.	STATE	PROJECT NO.	HIGHWAY NO.
CK DN: JRM	6	TEXAS		259/266
DW: TJR	STATE DIST.NO.	COUNTY	CONTROL NO. / SECTION NO. / JOB NO.	SHEET NO.
CK DW: JRM	AUS	WILLIAMSON		228

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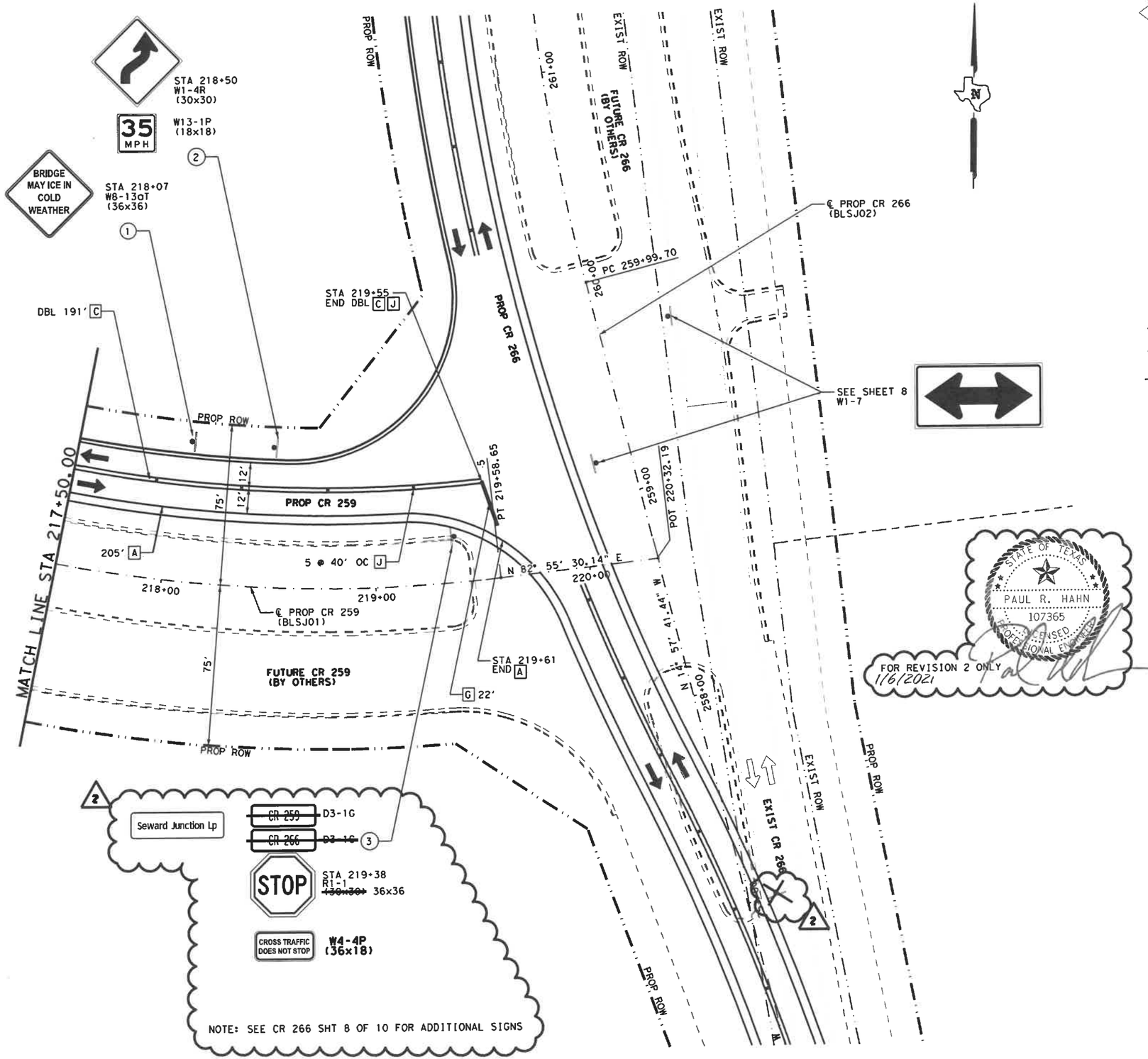

LEGEND

- PROP TRAFFIC FLOW DIRECTIONAL ARROW
- EXIST TRAFFIC FLOW DIRECTIONAL ARROW
- A REFL PAV MRK (W) (4") (SLD)
- B REFL PAV MRK (W) (4") (BRK)
- C REFL PAV MRK (Y) (4") (SLD)
- D REFL PAV MRK (Y) (4") (BRK)
- E REFL PAV MRK (W) (8") (DOT)
- F REFL PAV MRK (W) (8") (SLD)
- G REFL PAV MRK (W) (24") (SLD)
- H REFL PAV MRK (Y) (24") (SLD)
- I REFL PAV MRK TY I-C
- J REFL PAV MRK TY II A-A
- K REFL PAV MRK TY II C-R
- L ARROW
- M WORD
- N YIELD TRIANGLE
- XX PROP SIGN NUMBER
- X EXIST SIGN NUMBER (TO BE REMOVED)
- X EXIST SIGN NUMBER (TO REMAIN)
- X EXIST SIGN NUMBER (TO BE RELOCATED)
- OM ASSM OM-2Z
- DEL ASSM (D-SW) (BI)
- PROP SIGN
- EXIST SIGN

0 25' 50'
SCALE: 1" = 50'

STATE OF TEXAS
JOHN MUTCHLER
111598
LICENSED
PROFESSIONAL ENGINEER
1/3/2018

STATE OF TEXAS
PAUL R. HAHN
107365
LICENSED
PROFESSIONAL ENGINEER
FOR REVISION 2 ONLY
1/6/2021

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AGUIRRE & FIELDS LP
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SEWARD JUNCTION SOUTHEAST

SIGNING AND PAVEMENT MARKING PLAN
CR 259 STA 217+50 TO STA 220+32.19

SHEET 6 OF 10

DN:	RAW	FED.RD. DIV.NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK DN:	JRM	6	TEXAS					259/266
DW:	TJR	STATE DIST.NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK DW:	JRM	AUS	WILLIAMSON					229

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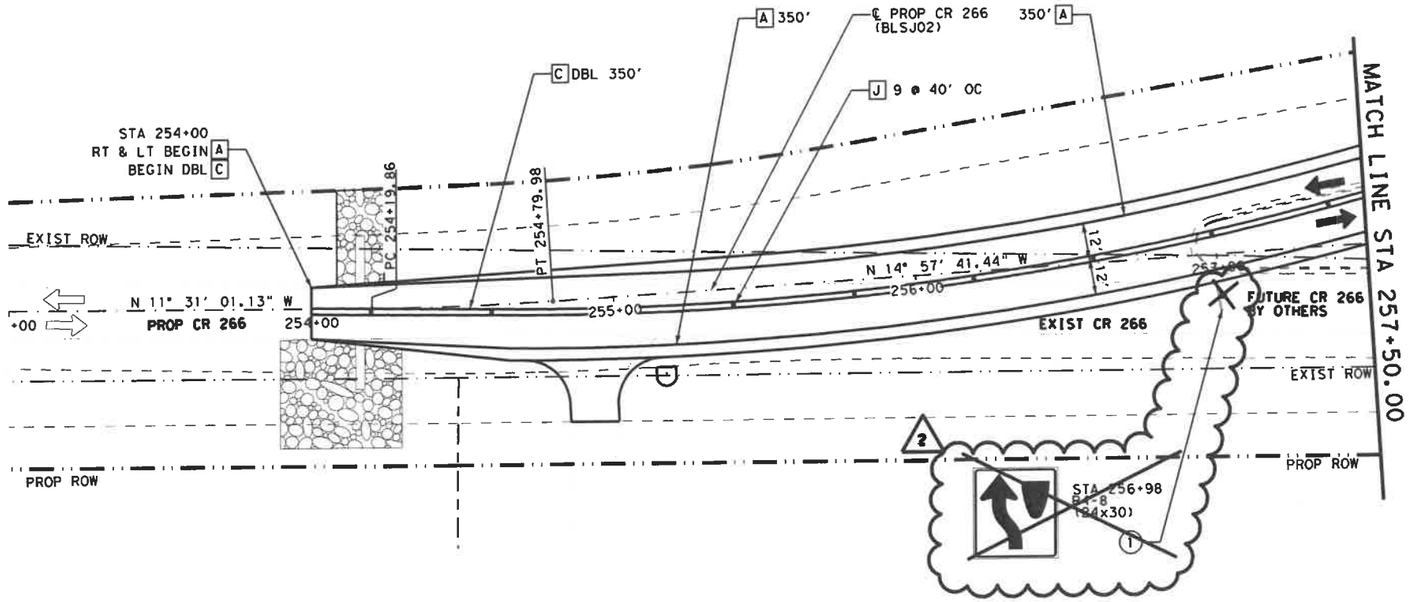

LEGEND

- PROP TRAFFIC FLOW DIRECTIONAL ARROW
- EXIST TRAFFIC FLOW DIRECTIONAL ARROW
- [A] REFL PAV MRK (W) (4") (SLD)
- [B] REFL PAV MRK (W) (4") (BRK)
- [C] REFL PAV MRK (Y) (4") (SLD)
- [D] REFL PAV MRK (Y) (4") (BRK)
- [E] REFL PAV MRK (W) (8") (DOT)
- [F] REFL PAV MRK (W) (8") (SLD)
- [G] REFL PAV MRK (W) (24") (SLD)
- [H] REFL PAV MRK (Y) (24") (SLD)
- [I] REFL PAV MRK TY I-C
- [J] REFL PAV MRK TY II A-A
- [K] REFL PAV MRK TY II C-R
- [L] ARROW
- [M] WORD
- [N] YIELD TRIANGLE
- (XX) PROP SIGN NUMBER
- X EXIST SIGN NUMBER (TO BE REMOVED)
- X EXIST SIGN NUMBER (TO REMAIN)
- X EXIST SIGN NUMBER (TO BE RELOCATED)
- OM ASSM OM-2Z
- DEL ASSM (D-SW) (BI)
- PROP SIGN
- EXIST SIGN

0 25' 50'
SCALE: 1" = 50'

STATE OF TEXAS
JOHN MUTCHLER
111598
LICENSED PROFESSIONAL ENGINEER
1/3/2018

NO.	DATE	REVISIONS	RECOM'D
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1/6/2021
STATE OF TEXAS
PAUL R. HAHN
107365
LICENSED PROFESSIONAL ENGINEER
FOR REVISION 2 ONLY

SEWARD JUNCTION SOUTHEAST

SIGNING AND PAVEMENT MARKING PLAN CR 266 STA 254+16 TO STA 257+50

SHEET 7 OF 10

DN: RAW	FED.RD. DIV.NO.	STATE	PROJECT NO.	HIGHWAY NO.
CK DN: JRM	6	TEXAS		259/266
DW: TJR	STATE DIST.NO.	COUNTY	CONTROL NO. / SECTION NO. / JOB NO.	SHEET NO.
CK DW: JRM	AUS	WILLIAMSON		230

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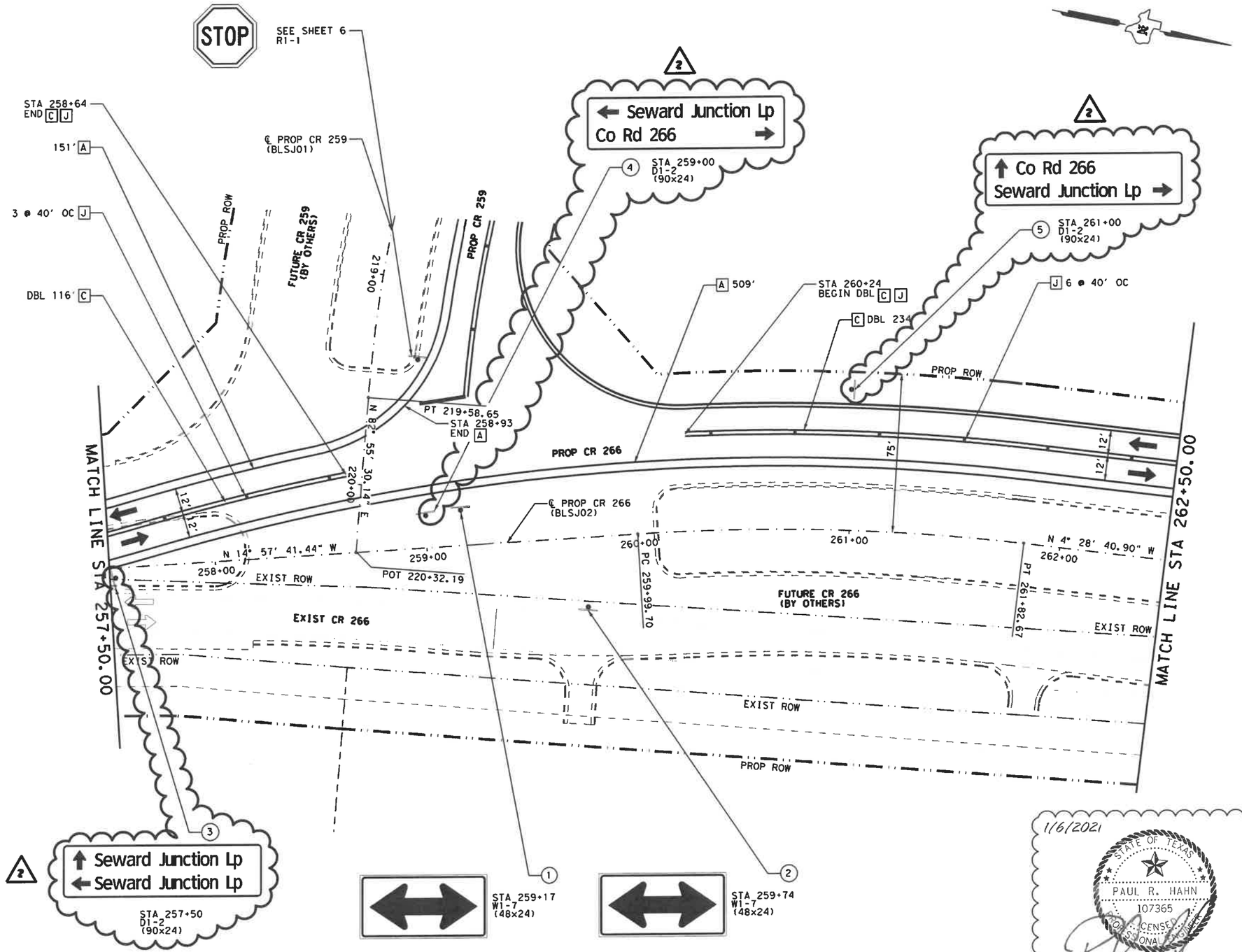

Did not install at this location.
Installed across from Church driveway.

LEGEND

- PROP TRAFFIC FLOW DIRECTIONAL ARROW
- EXIST TRAFFIC FLOW DIRECTIONAL ARROW
- [A] REFL PAV MRK (W) (4") (SLD)
- [B] REFL PAV MRK (W) (4") (BRK)
- [C] REFL PAV MRK (Y) (4") (SLD)
- [D] REFL PAV MRK (Y) (4") (BRK)
- [E] REFL PAV MRK (W) (8") (DOT)
- [F] REFL PAV MRK (W) (8") (SLD)
- [G] REFL PAV MRK (W) (24") (SLD)
- [H] REFL PAV MRK (Y) (24") (SLD)
- [I] REFL PAV MRK TY I-C
- [J] REFL PAV MRK TY II A-A
- [K] REFL PAV MRK TY II C-R
- [L] ARROW
- [M] WORD
- [N] YIELD TRIANGLE
- (XX) PROP SIGN NUMBER
- X EXIST SIGN NUMBER (TO BE REMOVED)
- X EXIST SIGN NUMBER (TO REMAIN)
- X EXIST SIGN NUMBER (TO BE RELOCATED)
- OM ASSM OM-2Z
- DEL ASSM (D-SW) (BI)
- PROP SIGN
- EXIST SIGN

0 25' 50'
SCALE: 1" = 50'

STATE OF TEXAS
JOHN MUTCHLER
111598
LICENSED
PROFESSIONAL ENGINEER
1/3/2018

NO.	DATE	REVISIONS	RECOM'D
1	12/22/2020	Update Signing & Striping	

WILLIAMSON COUNTY
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TBPE FIRM REGISTRATION # 739

SEWARD JUNCTION SOUTHEAST

SIGNING AND PAVEMENT MARKING PLAN CR 266 STA 257+50 TO STA 262+50

1/6/2021
STATE OF TEXAS
PAUL R. HAHN
107365
LICENSED
PROFESSIONAL ENGINEER
FOR REVISION 2 ONLY

SHEET 8 OF 10

DN: RAW	FED.RD. DIV.NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK DN: JRM	6	TEXAS					259/266
DW: TJR	STATE DIST. NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK DW: JRM	AUS	WILLIAMSON					231

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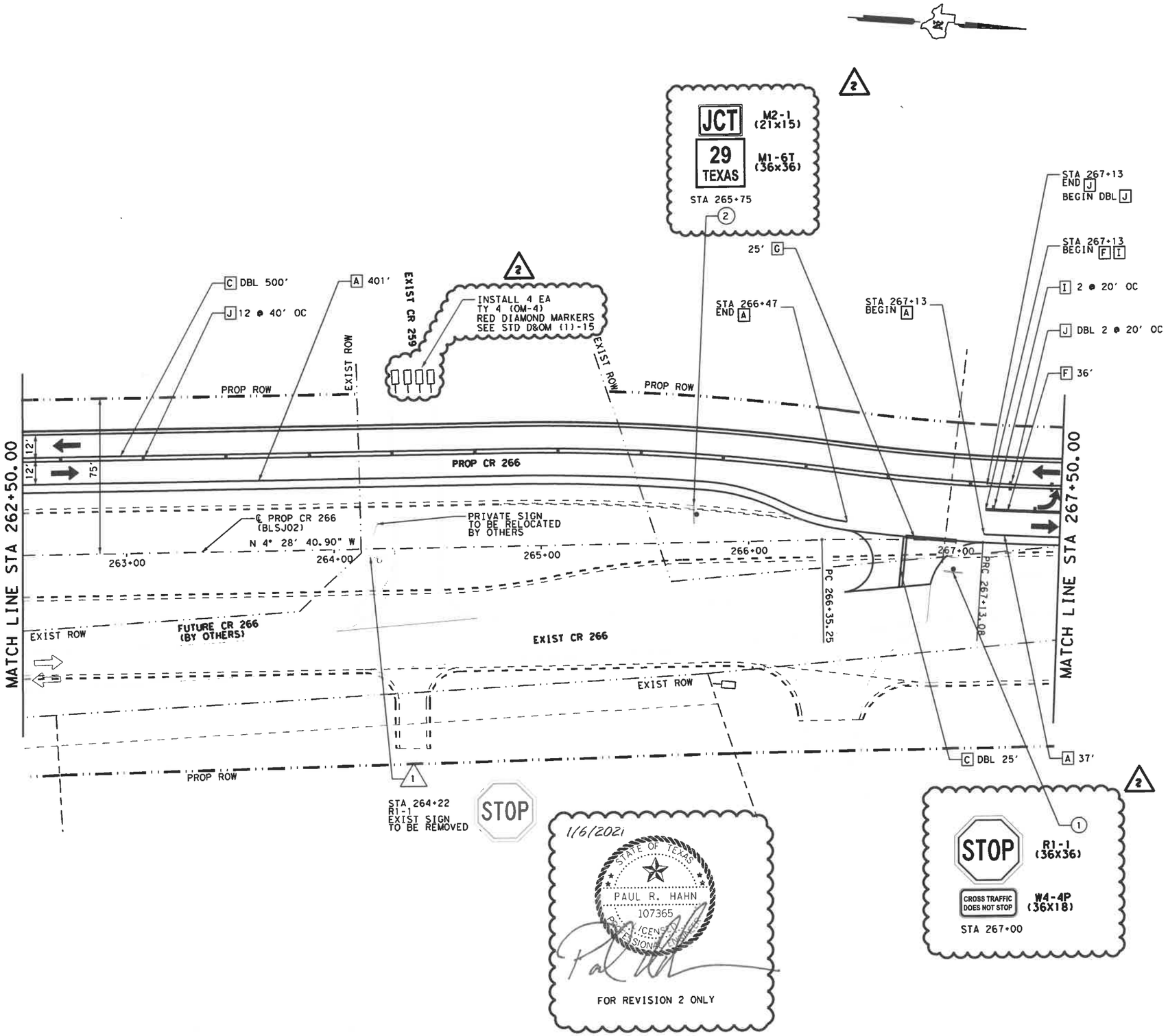

LEGEND

- PROP TRAFFIC FLOW DIRECTIONAL ARROW
- EXIST TRAFFIC FLOW DIRECTIONAL ARROW
- [A] REFL PAV MRK (W) (4") (SLD)
- [B] REFL PAV MRK (W) (4") (BRK)
- [C] REFL PAV MRK (Y) (4") (SLD)
- [D] REFL PAV MRK (Y) (4") (BRK)
- [E] REFL PAV MRK (W) (8") (DOT)
- [F] REFL PAV MRK (W) (8") (SLD)
- [G] REFL PAV MRK (W) (24") (SLD)
- [H] REFL PAV MRK (Y) (24") (SLD)
- [I] REFL PAV MRK TY I-C
- [J] REFL PAV MRK TY II A-A
- [K] REFL PAV MRK TY II C-R
- [L] ARROW
- [M] WORD
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- (XX) PROP SIGN NUMBER
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- OM ASSM OM-2Z
- DEL ASSM (D-SW) (BI)
- PROP SIGN
- EXIST SIGN

0 25' 50'
SCALE: 1" = 50'

STATE OF TEXAS
JOHN MUTCHLER
111598
LICENSED
PROFESSIONAL ENGINEER
1/3/2018

NO.	DATE	REVISIONS	RECOM'D
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SEWARD JUNCTION SOUTHEAST

SIGNING AND PAVEMENT MARKING PLAN CR 266 STA 262+50 TO STA 267+50

SHEET 9 OF 10

DN:	RAW	FED.RD. DIV.NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK DN:	JRM	6	TEXAS					259/266
DW:	TJR	STATE DIST.NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK DW:	JRM	AUS	WILLIAMSON					232

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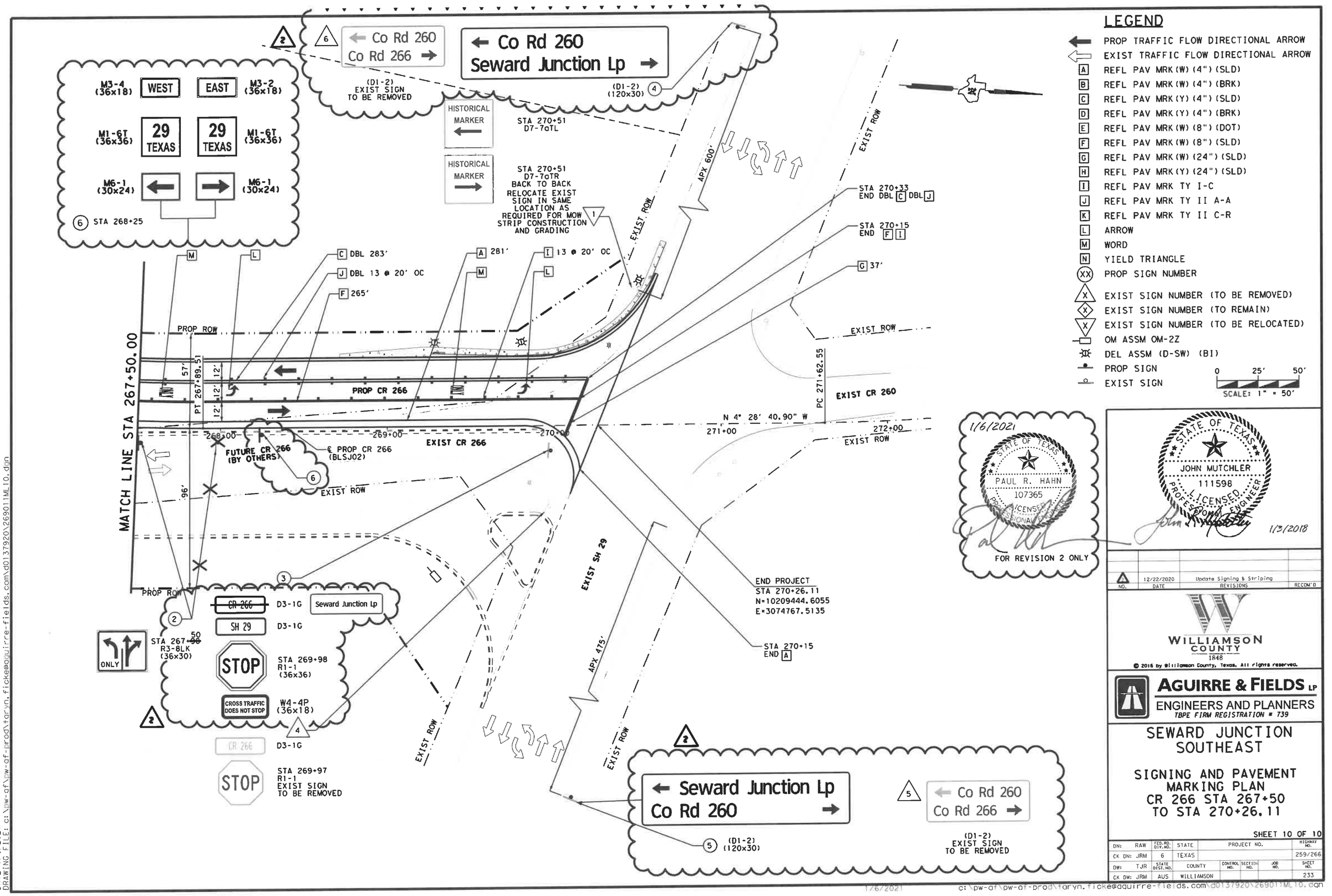

LEGEND

- PROP TRAFFIC FLOW DIRECTIONAL ARROW
- EXIST TRAFFIC FLOW DIRECTIONAL ARROW
- A REFL PAV MRK (W) (4") (SLD)
- B REFL PAV MRK (W) (4") (BRK)
- C REFL PAV MRK (Y) (4") (SLD)
- D REFL PAV MRK (Y) (4") (BRK)
- E REFL PAV MRK (W) (8") (DOT)
- F REFL PAV MRK (W) (8") (SLD)
- G REFL PAV MRK (W) (24") (SLD)
- H REFL PAV MRK (Y) (24") (SLD)
- I REFL PAV MRK TY I-C
- J REFL PAV MRK TY II A-A
- K REFL PAV MRK TY II C-R
- L ARROW
- M WORD
- N YIELD TRIANGLE
- XX PROP SIGN NUMBER
- X EXIST SIGN NUMBER (TO BE REMOVED)
- X EXIST SIGN NUMBER (TO REMAIN)
- X EXIST SIGN NUMBER (TO BE RELOCATED)
- OM ASSM OM-2Z
- DEL ASSM (D-SW) (BI)
- PROP SIGN
- EXIST SIGN

0 25' 50'
SCALE: 1" = 50'

1/6/2021
STATE OF TEXAS
PAUL R. HAHN
107365
LICENSED PROFESSIONAL ENGINEER
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STATE OF TEXAS
JOHN MUTCHLER
111598
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NO.	DATE	REVISIONS	RECOM'D
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SEWARD JUNCTION SOUTHEAST

SIGNING AND PAVEMENT MARKING PLAN CR 266 STA 267+50 TO STA 270+26.11

SHEET 10 OF 10

DN: RAW	FED.RD. DIV.NO.	STATE	PROJECT NO.	HIGHWAY NO.
CK DN: JRM	6	TEXAS		259/266
DW: TJR	STATE DIST. NO.	COUNTY	CONTROL NO. / SECTION NO. / JOB NO.	SHEET NO.
CK DW: JRM	AUS	WILLIAMSON		233

DATE: 1/6/2021
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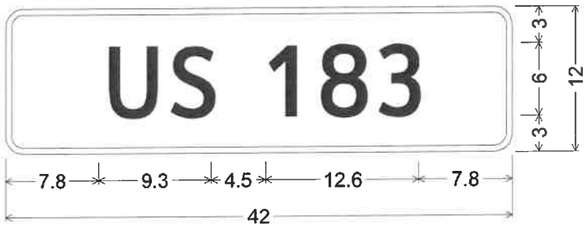


SHEET 1 OF 10 SIGN #1
D3-1G(1) 6in;
1.5" Radius, 0.5" Border, White on Green;
[US 183] ClearviewHwy-3-W;

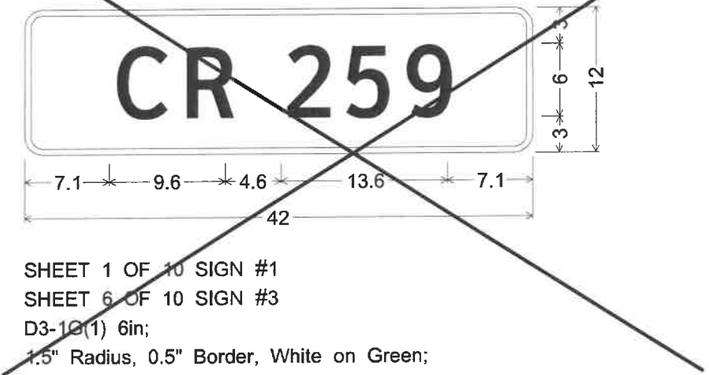
U	S	1	8	3
7.8	13.3	21.6	25.5	30.5

2

SHEET 6 OF 10 SIGN #3
SHEET 10 OF 10 SIGN #3
D3-1G(1) 6in;
1.5" Radius, 0.5" Border, White on Green;
[CR 266] ClearviewHwy-3-W;

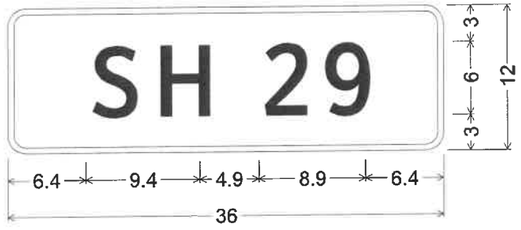
C	R	2	6	6
6.8	12.4	21.0	26.0	31.3

2



SHEET 1 OF 10 SIGN #1
SHEET 6 OF 10 SIGN #3
D3-1G(1) 6in;
1.5" Radius, 0.5" Border, White on Green;
[CR 259] ClearviewHwy-3-W;

C	R	2	5	9
7.1	12.7	21.3	26.1	31.0



SHEET 10 OF 10 SIGN #3
D3-1G(1) 6in;
1.5" Radius, 0.5" Border, White on Green;
[SH 29] ClearviewHwy-3-W;

S	H	2	9
6.4	11.7	20.7	25.6

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SEWARD JUNCTION SOUTHEAST

SMALL SIGN DETAILS

SHEET 1 OF 4

DN: RAW	FED. RD. DIV. NO.	STATE	PROJECT NO.					HIGHWAY NO.
CK DN: JRM	6	TEXAS						259/266
DW: TJR	STATE DIST. NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.			SHEET NO.
CK DW: JRM	AUS	WILLIAMSON						234

DATE: 1/6/2021
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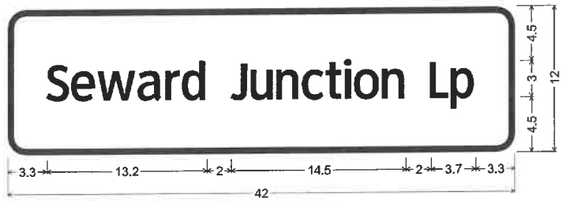
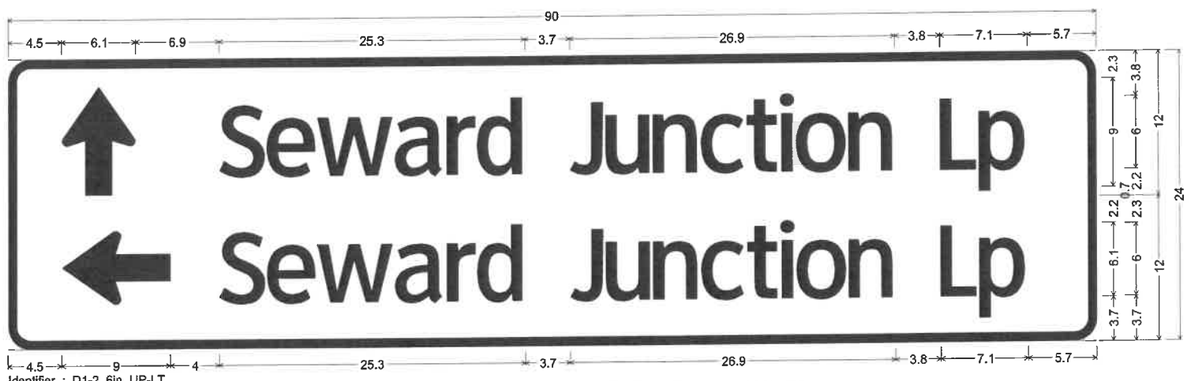


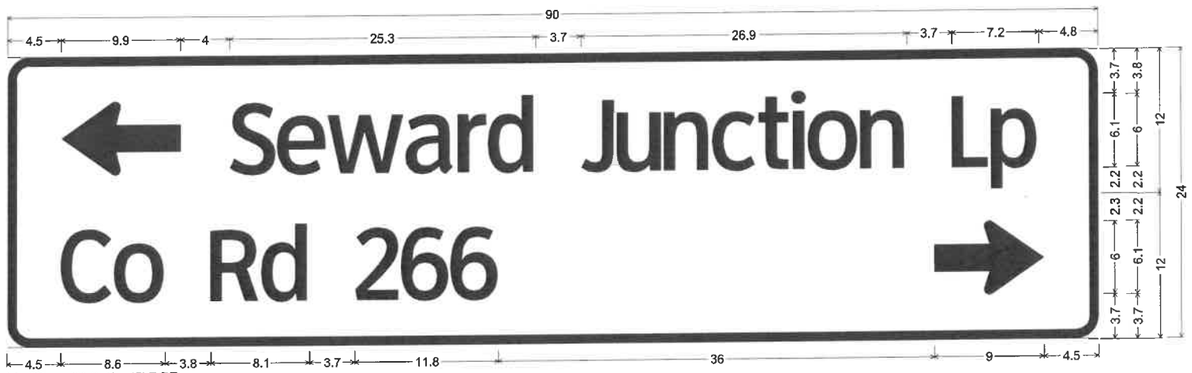
SHEET 1 OF 10 SIGN #1
SHEET 1 OF 10 SIGN #17
SHEET 6 OF 10 SIGN #3
SHEET 10 OF 10 SIGN #3

Identifier : D3-1G(1) 6in
1.5" Radius, 0.5" Border, White on Green;
[Seward Junction Lp] ClearviewHwy-3-W 30% spacing;



SHEET 8 OF 10 SIGN #3

Identifier : D1-2 6in UP-LT
1.9" Radius, 0.8" Border, White on Green;
Standard Arrow Custom 9.0" X 6.1" 90°; [Seward Junction Lp] ClearviewHwy-3-W 10% spacing;
1.9" Radius, 0.8" Border, White on Green;
Standard Arrow Custom 9.0" X 6.1" 180°; [Seward Junction Lp] ClearviewHwy-3-W 10% spacing;



SHEET 8 OF 10 SIGN #4

Identifier : D1-2 6in 45LT-RT
1.9" Radius, 0.8" Border, White on Green;
Standard Arrow Custom 9.9" X 6.1" 180°; [Seward Junction Lp] ClearviewHwy-3-W 10% spacing;
1.9" Radius, 0.8" Border, White on Green;
[Co Rd 266] ClearviewHwy-3-W 10% spacing; Standard Arrow Custom 9.0" X 6.1" 0°;

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STATE OF TEXAS
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2	12/22/2020	NEW SHEET - ADDED SIGNS	
NO.	DATE	REVISIONS	RECOM'D

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SEWARD JUNCTION SOUTHEAST

SMALL SIGN DETAILS

SHEET 2 OF 4

DN: RAW	FED.RD. DIV.NO.	STATE	PROJECT NO.					HIGHWAY NO.
CK DN: JRM	6	TEXAS						259/266
DW: TJR	STATE DIST.NO.	COUNTY	CONTROL NO.	SECTION NO.		JOB NO.		SHEET NO.
CK DW: JRM	AUS	WILLIAMSON						234a

DATE: 1/6/2021
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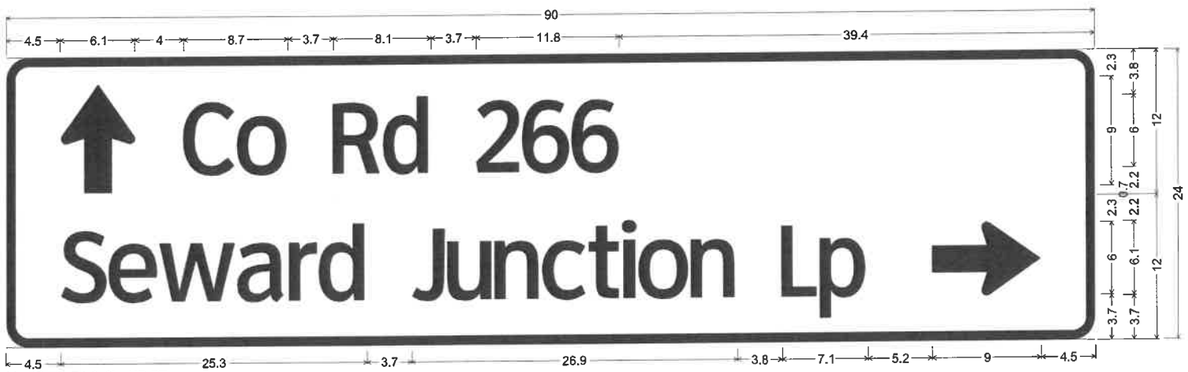
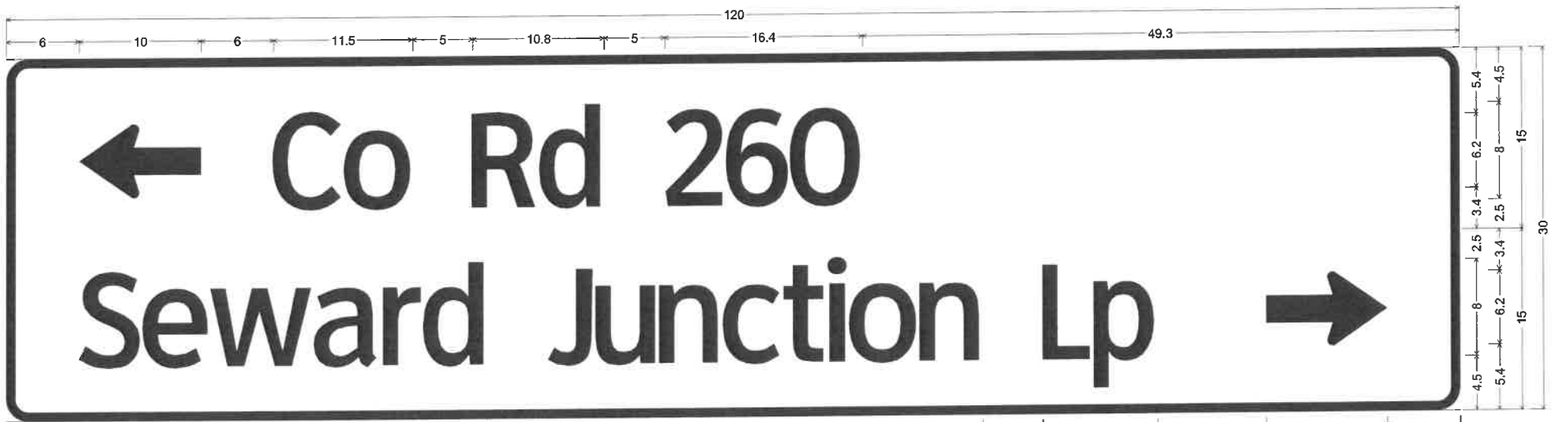


Identifier : D1-2 6in UP-RT
1.9" Radius, 0.8" Border, White on Green;
Standard Arrow Custom 9.0" X 6.1" 90°; [Co Rd 266] ClearviewHwy-3-W 10% spacing;
1.9" Radius, 0.8" Border, White on Green;
[Seward Junction Lp] ClearviewHwy-3-W 10% spacing; Standard Arrow Custom 9.0" X 6.1" 0°;

SHEET 8 OF 10 SIGN #5



Identifier : D1-2 8in LT-RT
1.9" Radius, 0.8" Border, White on Green;
Standard Arrow Custom 10.0" X 6.1" 180°; [Co Rd 260] ClearviewHwy-3-W 10% spacing;
1.9" Radius, 0.8" Border, White on Green;
[Seward Junction Lp] ClearviewHwy-3-W 10% spacing; Standard Arrow Custom 10.0" X 6.1" 0°;

SHEET 10 OF 10 SIGN #4

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1/3/2018

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SEWARD JUNCTION SOUTHEAST

SMALL SIGN DETAILS

SHEET 3 OF 4

DN: RAW	FED.RD. DIV.NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK DN: JRM	6	TEXAS					259/266
DW: TJR	STATE DIST.NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK DW: JRM	AUS	WILLIAMSON					234b

DATE: 1/6/2021
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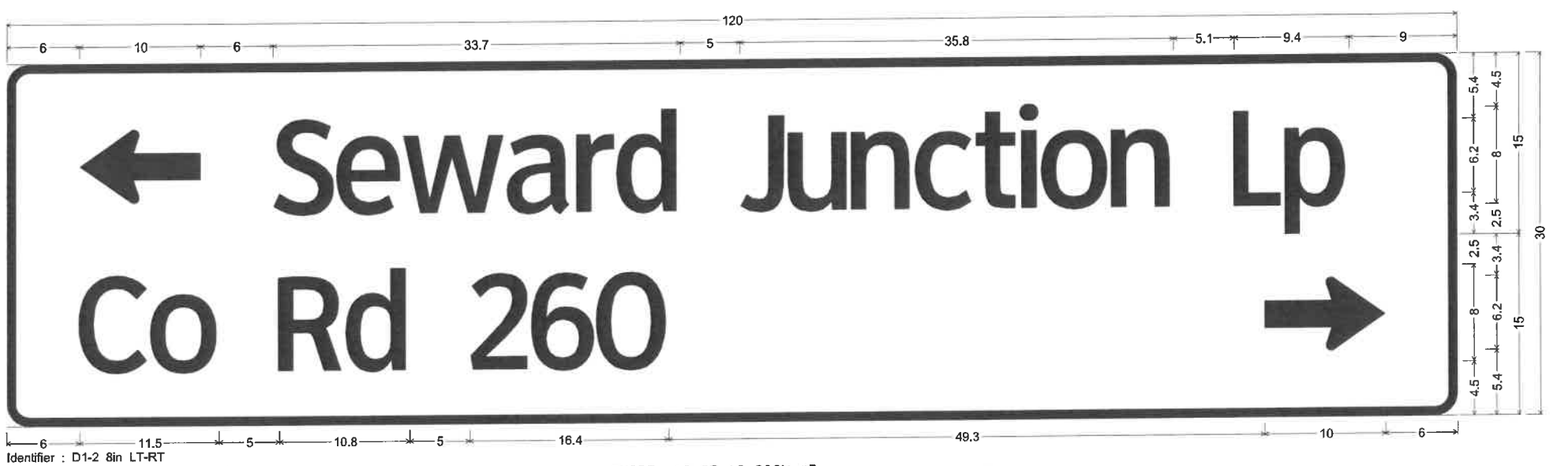

Identifier : D1-2 8in LT-RT
1.9" Radius, 0.8" Border, White on Green;
Standard Arrow Custom 10.0" X 6.1" 180°; [Seward Junction Lp] ClearviewHwy-3-W 10% spacing;
1.9" Radius, 0.8" Border, White on Green;
[Co Rd 260] ClearviewHwy-3-W 10% spacing; Standard Arrow Custom 10.0" X 6.1" 0°;

SHEET 10 OF 10 SIGN #5

2

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SEWARD JUNCTION SOUTHEAST

SMALL SIGN DETAILS

SHEET 4 OF 4

DN: RAW	FED.RD. DIV.NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK DN: JRM	6	TEXAS					259/266
DW: TJR	STATE DIST.NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK DW: JRM	AUS	WILLIAMSON					234c

DATE: 1/6/2021
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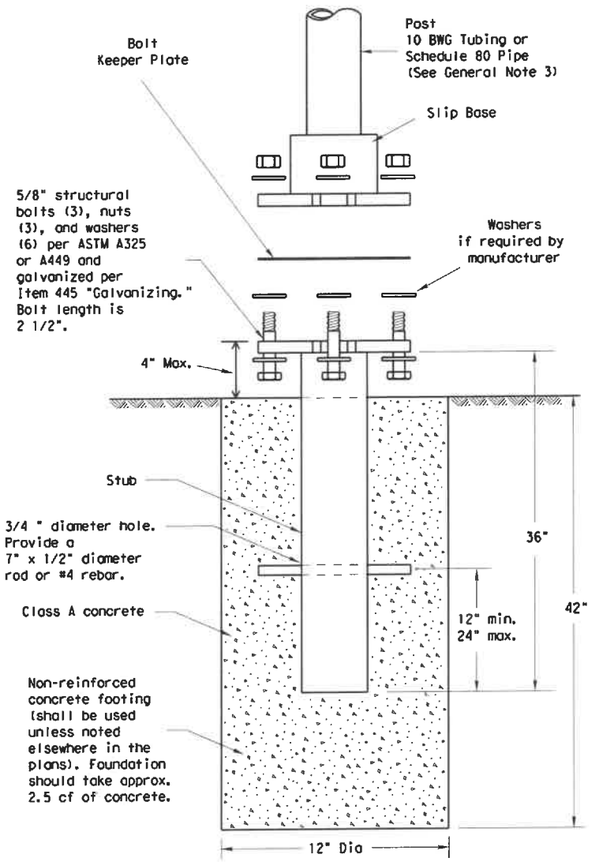
TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



SM RD SGN ASSM TY XXXXX(X)SA(X-XXXX)

NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer_list.htm The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

GENERAL NOTES:

1. Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
2. Material used as post with this system shall conform to the following specifications:
   10 BWG Tubing (2.875" outside diameter)
   - 0.134" nominal wall thickness
   - Seamless or electric-resistance welded steel tubing or pipe
   - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
   - Other steels may be used if they meet the following:
     - 55,000 PSI minimum yield strength
     - 70,000 PSI minimum tensile strength
     - 20% minimum elongation in 2"
   - Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
   - Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
   - Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.

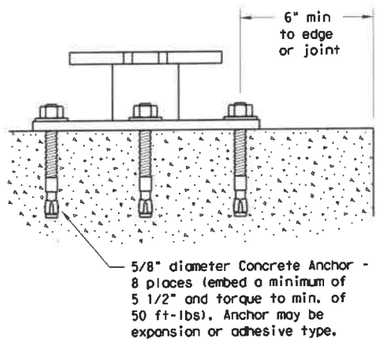
   Schedule 80 Pipe (2.875" outside diameter)
   - 0.276" nominal wall thickness
   - Steel tubing per ASTM A500 Gr C
   - Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
     - 46,000 PSI minimum yield strength
     - 62,000 PSI minimum tensile strength
     - 21% minimum elongation in 2"
   - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
   - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
   - Galvanization per ASTM A123
3. See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is:
   http://www.txdot.gov/publications/traffic.htm
4. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

Foundation
1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
2. The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
3. Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
4. Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
5. The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support
1. Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
2. Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



SM RD SGN ASSM TY XXXXX(X)SB(X-XXXX)

Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-1)-08

©TxDOT July 2002		DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT		
REVISIONS		CONT	SECT	JOB		HIGHWAY	
9-08							
		DIST	COUNTY			SHEET NO.	
		AUS	WILLIAMSON			247a	

DATE: 1/6/2021 3:19:22 PM
FILE: c:\pw-af\pw-af-prod\taryn.fickes@aguirre-fields.com\d0137922\SMD(SLIP-1)-08.dgn

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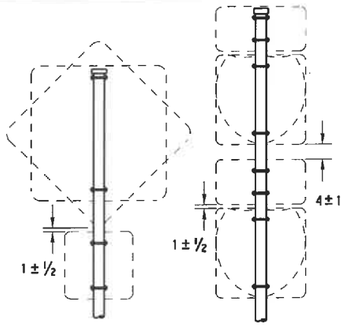
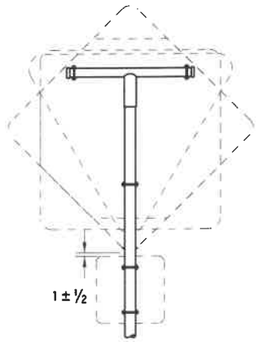


SM RD SGN ASSM TY XXXXX(1)XX(P)



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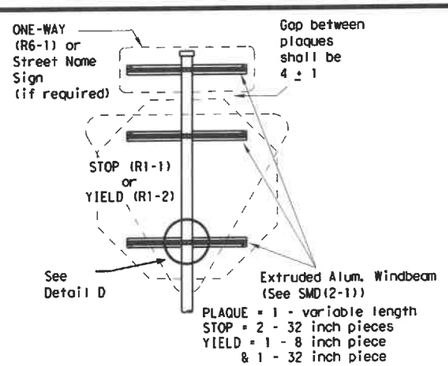

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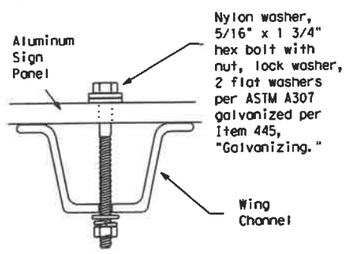
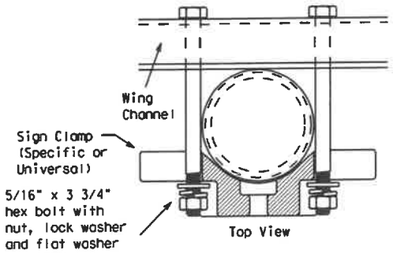


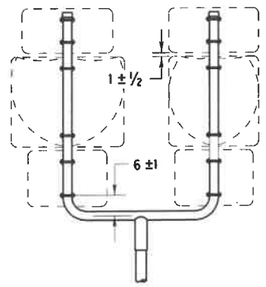
Top View

Detail A

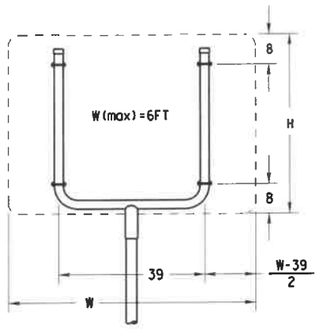


Top View

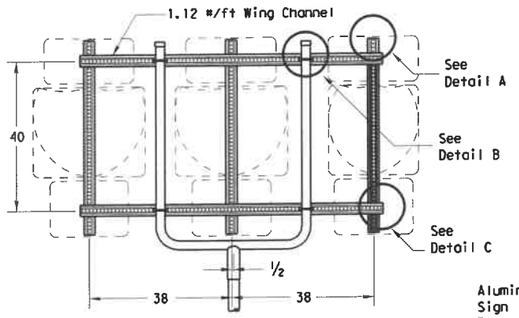
Detail B



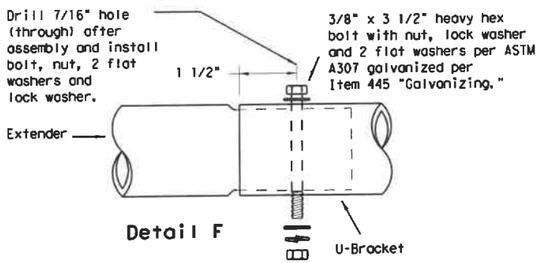
SM RD SGN ASSM TY XXXXX(1)XX(U)



SM RD SGN ASSM TY XXXXX(1)XX(U)

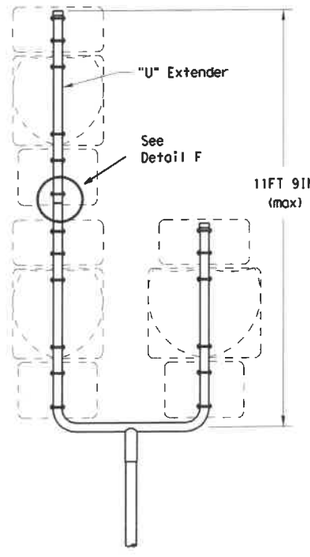


SM RD SGN ASSM TY XXXXX(1)XX(U-WC)
(See Note 11)



Detail F

Splices shall only be allowed behind the sign substrate.



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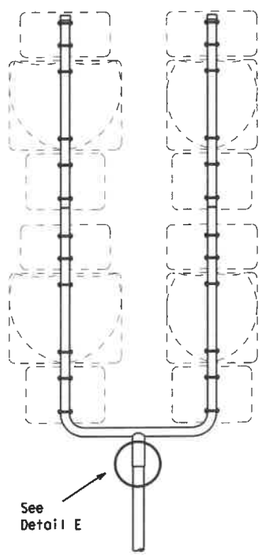

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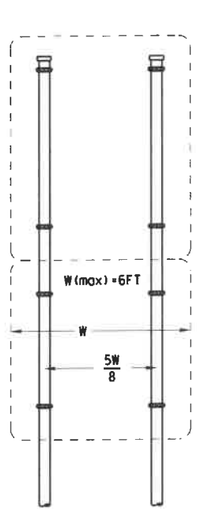

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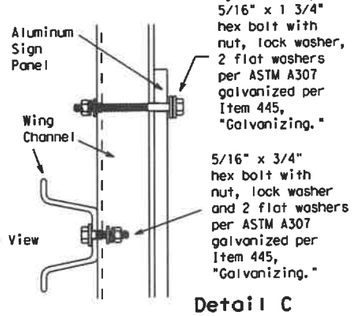
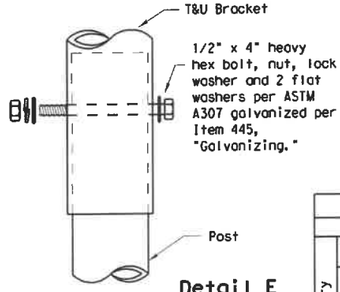
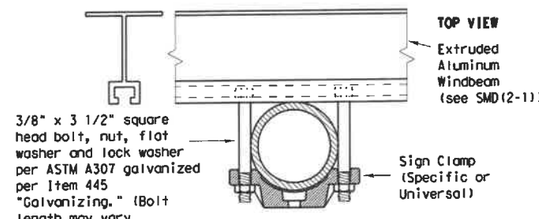


SIDE VIEW

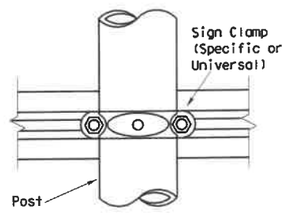
Detail C

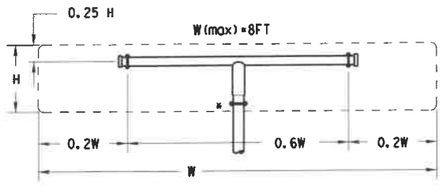


Detail E



Detail D

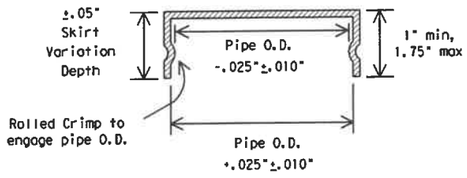




SM RD SGN ASSM TY XXXXX(1)XX(T)
(* - See Note 12)

All dimensions are in english unless detailed otherwise.

FRICTION CAP DETAIL



Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet metal thickness shall be 24 gauge for all cap sizes.

The rim edges shall be reasonably straight and smooth. Caps shall be sized and formed in such a manner as to produce a drive-on friction fit and have no tendency to rock when seated on the pipe. The depth shall be sufficient to give positive protection against entrance of rainwater. They shall be free of sharp creases or indentations and show no evidence of metal fracture.

Caps shall have an electrodeposited coating of zinc in accordance with the requirements of ASTM B633 Class FE/ZN 8.

GENERAL NOTES:

1.

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
3. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
4. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
5. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
6. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
7. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
9. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
10. Additional route markers may be added vertically, provided the total sign area does not exceed the maximum allowable amount per Note 1.
11. Additional sign clamp required on the "T-bracket" post for 24 inch height signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.
13. Sign blanks shall be the sizes and shapes shown on the plans.

REQUIRED SUPPORT

	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-2)-08

©TxDOT July 2002

REVISIONS	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
9-08	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.
	AUS	WILLIAMSON		247b

DATE: 1/6/2021 3:19:33 PM
FILE: c:\pw-of\pw-of-prod\taryn.fickes@aguirre-fields.com\d0137922\SMD(SLIP-2)-08.dgn

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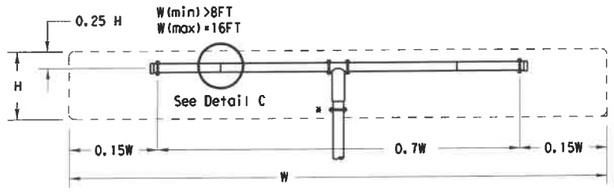
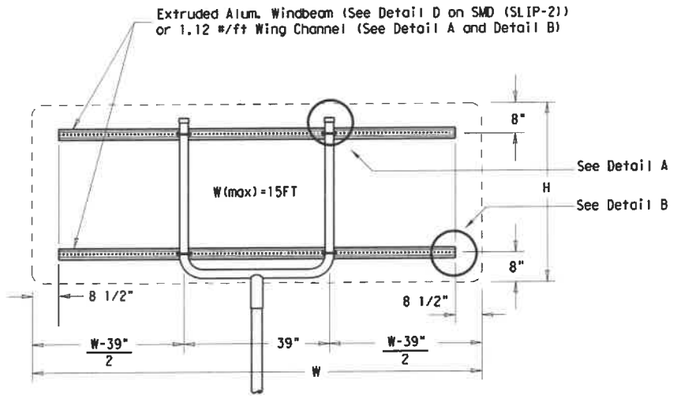
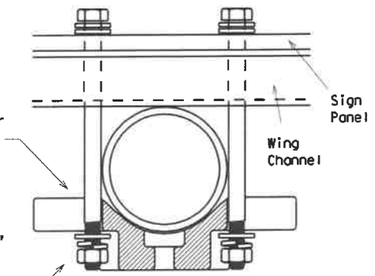


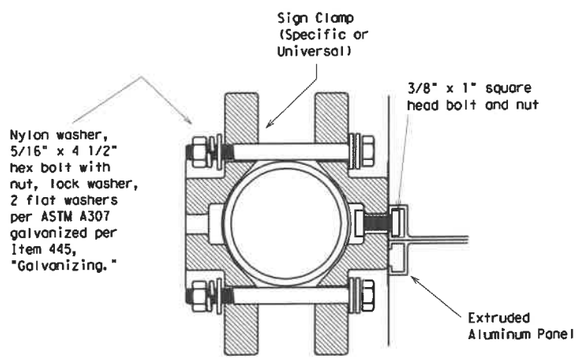
SM RD SGN ASSM TY XXXXX(1)XX(T-2EXT)
(* - See Note 12)



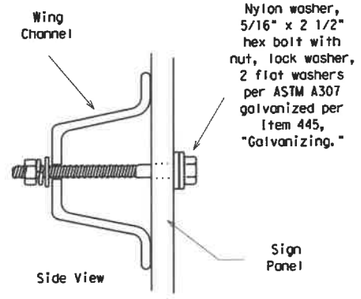
SM RD SGN ASSM TY XXXXX(1)XX(U-XX)



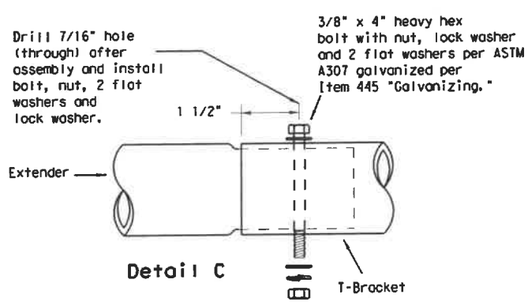
Detail A



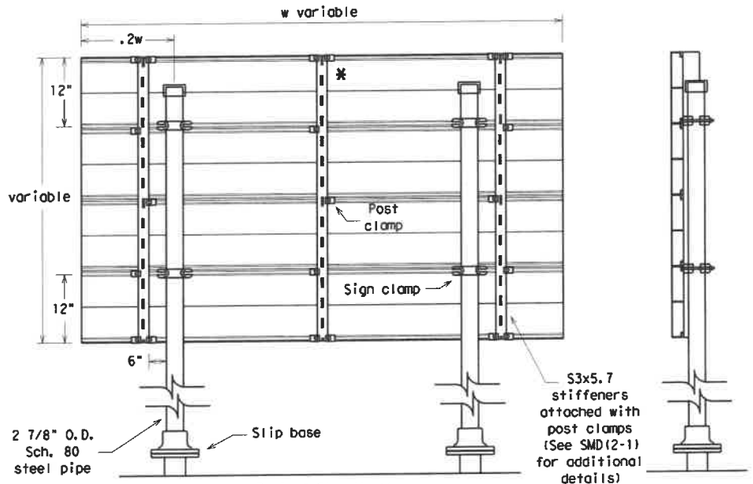
Detail D
EXTRUDED ALUMINUM SIGN WITH T BRACKET



Detail B



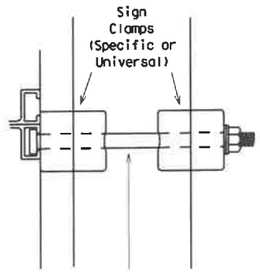
Splices shall only be allowed behind the sign substrate.



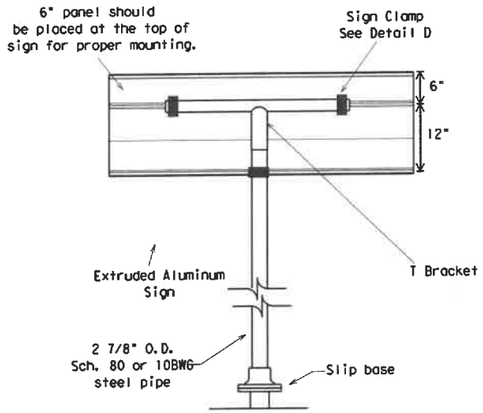
Typical Sign Mount

SM RD SGN ASSM TY S80(2)XX(P-EXAL)

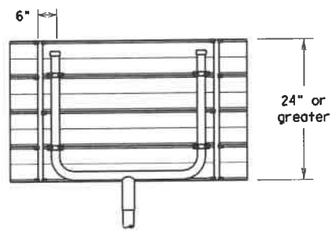
* Additional stiffener placed at approximate center of signs when sign width is greater than 10'.



Detail E



Extruded Aluminum Sign
With T Bracket



Use Extruded Alum. Windbeam as stiffeners
See SMD (2-1) for additional details

See Detail E
for clamp installation

GENERAL NOTES:

1.

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
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4. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
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7. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
9. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
10. Sign blanks shall be the sizes and shapes shown on the plans.
11. Additional sign clamp required on the "T-bracket" post for 24 inch high signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.

REQUIRED SUPPORT

	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-3)-08

© TxDOT July 2002

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.
AUS	WILLIAMSON		247c

9-08 REVISIONS

DATE: 1/6/2021 3:19:44 PM
FILE: c:\pw-af\pw-af-prod\taryn.fickes@aguirre-fields.com\d0137921\SMD(SLIP-3)-08.dgn

SUMMARY OF SIGNING AND MARKING ITEMS

SIGNING & MARKING PLAN SHEET NO.	LOCATION	644 6001 IN SM RD SN SUP&AM TY10BWG(1) SA(P) EA	644 6004 IN SM RD SN SUP&AM TY10BWG(1) SA(T) EA	644 6060 IN SM RD SN SUP&AM TYTWT(1)WS (P) EA	644 6061 IN SM RD SN SUP&AM TYTWT(1)WS (T) EA	644 6027 IN SM RD SN SUP&AM TYS80(1)SA (P) EA	644 6030 IN SM RD SN SUP&AM TYS80(1)SA (T) EA	644 6033 IN SM RD SN SUP&AM TYS80(1)SA (U) EA	658 6046 INSTL OM ASSM (OM-2X)(WC)GND EA	658 6059 INSTL OM ASSM (OM-4)(FLX)GND EA	666 6003 REFL PAV MRK TY I (W)4"(BRK) (100MIL) LF	666 6006 REFL PAV MRK TY I (W)4"(DOT)(100MIL) LF
1 OF 6	SIGNING AND MARKING PLAN	2	2	1			2					
2 OF 6	SIGNING AND MARKING PLAN	1							2			559
3 OF 6	SIGNING AND MARKING PLAN			2					4		544	431
4 OF 6	SIGNING AND MARKING PLAN		1	4		3		1	1		526	
5 OF 6	SIGNING AND MARKING PLAN	1								6	23	
6 OF 6	SIGNING AND MARKING PLAN											
	PROJECT TOTALS:	4	3	8	0	5	2	1	7	6	1093	990

SUMMARY OF SIGNING AND MARKING ITEMS

SIGNING & MARKING PLAN SHEET NO.	LOCATION	666 6303 RE PM W/RET REQ TY I (W)4"(SLD) (100MIL LF	666 6036 REFL PAV MRK TY I (W)8"(SLD) (100MIL) LF	666 6042 REFL PAV MRK TY I (W)12"(SLD)(100MIL) LF	666 6048 REFL PAV MRK TY I (W)24"(SLD) (100MIL) LF	666 6054 REFL PAV MRK TY I (W)(ARROW)(100MIL) EA	666 6078 REFL PAV MRK TY I (W)(WORD)(1 00MIL) EA	666 6120 REFL PAV MRK TY I (Y)4"(BRK) (100MIL) LF	666 6315 RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL LF	666 6147 REFL PAV MRK TY I (Y)24"(SL D)(100MIL) LF	672 6009 REFL PAV MRKR TY II-A-A EA	672 6007 REFL PAV MRKR TY I-C EA
1 OF 6	SIGNING AND MARKING PLAN	1811	150		122	7	6		1046		53	
2 OF 6	SIGNING AND MARKING PLAN	190				2	2	3011	3679		34	
3 OF 6	SIGNING AND MARKING PLAN		300			2	2	3985	3985			
4 OF 6	SIGNING AND MARKING PLAN	514				1	1	3605	4088			14
5 OF 6	SIGNING AND MARKING PLAN	1558	445	461	128	5	4		20			61
6 OF 6	SIGNING AND MARKING PLAN	605		353			2		195	40		
	PROJECT TOTALS:	4678	895	814	250	17	17	10601	13013	40	87	75

658-6078 INSTL OM ASSM (OM-4) (TWT) (WAS)
Quantity 6 ea.

TRAFFIC CONTROL PLAN & PROFILE SHEET NO.	LOCATION	SUMMARY OF TRAFFIC CONTROL ITEMS 502 6001 BARRICADES, SIGNS AND TRAFFIC HANDLING MO
SHEET 1 OF 2		
SHEET 2 OF 2		
	PROJECT TOTALS:	10

REV. NO.	BY	DATE	REVISION DESCRIPTION
1	BRB	1/12/21	PM REVISIONS

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SEWARD JUNCTION SW

STRIPING AND TRAFFIC CONTROL QUANTITIES

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY

SCALE	AS NOTED
DATE	1/12/2021
SHEET NUMBER	15 OF 266

X:\Projects\0589-Seward Junction SW Construction Phase\DGN\Sheets\0380_QUAN_PM_TCP.dgn modified by RBell on 1/12/2021 - 10:38:45 AM

SUMMARY OF SMALL SIGNS

Clear Sheet

Copy Sheet

SMA RD SGN ASSM TY XXXXX (X) XX (X-XXXX)

Post Type

FRP = FIBERGLASS
TWT = THIN-WALL
10BWG = 10 BWG
S80 = Sch 80

Posts (1 or 2)

Anchor Type

UA = Univer-Conc
UB = Univer-Bolt
WA = Wedge-Conc
SA = Slip-Conc
SB = Slip-Bolt
WS=Wedge Steel
WP=Wedge Plastic

Mounting Designation

P = Prefab. "Plain"
T = Prefab. "T"
U = Prefab. "U"

1EXT or 2EXT = # of Ext.
BM = Extruded Wind Beam
WC = 1.12 #/ft Wing Chan.
EXAL = Extruded Alum. Signs

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN TEXT	DIMENSIONS	ALUMINUM TYPE A	ALUMINUM TYPE G	Post Type	Posts	Anchor Type	Mounting Designation	
129	1	D21-1TR	SEWARD JUNCTION LOOP CR 213	24" x 90"	x		10BWG	1	SA	T	
	2	R3-7R	~~RIGHT LANE MUST TURN RIGHT~~	~~36" x 36"~~	x		~~TWT~~	~~1~~	~~WS~~	~~P~~	
	3	R1-1	STOP	36" x 36"	x		10BWG	1	SA	P	
		~~W4-4P~~	~~CROSS TRAFFIC DOES NOT STOP~~	~~24" x 12"~~	x						
		D3-1G	CR 213	12" x 42"	x	1					
		D3-1G	SH 29	12" x 36"	x						
	4	~~R3-5R~~	~~ONLY~~	~~48" x 60"~~	x		S80	1	SA	T	
	5	R1-1	STOP	36" x 36"	x		10BWG	1	SA	P	
		~~W4-4P~~	~~CROSS TRAFFIC DOES NOT STOP~~	~~24" x 12"~~	x						
		D3-1G	SEWARD JUNCTION LP	12" x 42"	x						
	1	D3-1G	SH 29	12" x 36"	x						
	6	~~D21-1TL~~	SEWARD JUNCTION LOOP CR 213	24" x 90"	x		10BWG	1	SA	T	
	7	~~R3-7R~~	~~RIGHT LANE MUST TURN RIGHT~~	~~36" x 36"~~	x		~~TWT~~	~~1~~	~~WS~~	~~P~~	
	8	~~R3-5R~~	~~ONLY~~	~~48" x 60"~~	x		~~S80~~	~~1~~	~~SA~~	~~T~~	
130	9	R2-1	SPEED LIMIT XX	24" x 30"	x		TWT	1	WS	P	
	10	R3-8VAR	ONLY ONLY	36" X 30"	x		10BWG	1	SA	P	
	11	~~R2-1~~	~~SPEED LIMIT XX~~	~~24" x 30"~~	x		~~TWT~~	~~1~~	~~WS~~	~~P~~	
132	21	D21-1	CR 263 →	12" x 48"	x		TWT	1	WS	P	
133		~~R1-1~~	~~STOP~~	~~48" x 48"~~	x						
	12	D3-1G	SEWARD JUNCTION LOOP	12" x 42"	x		S80	1	SA	P	BM
		D3-1G	~~CR 263~~	~~42" x 12"~~	x						
	13	R3-7R	RIGHT LANE MUST TURN RIGHT	36" x 36"	x		TWT	1	WS	P	
	14	R3-8VAR	ONLY	66" x 30"	x		10BWG	1	SA	T	
	15	R3-5R	ONLY	~~36" x 36"~~	x		TWT	1	WS	P	
	16	R1-1	STOP	48" x 48"	x		S80	1	SA	P	BM
		D3-1G	~~US 183~~	~~42" x 12"~~	x						
		D3-1G	SEWARD JUNCTION LOOP	12" x 42"	x						
		W4-4P	CROSS TRAFFIC DOES NOT STOP	24" x 12"	x						
	17	~~W9-2L~~	~~LANE ENDS MERGE LEFT~~	~~36" x 36"~~	x		~~TWT~~	~~1~~	~~WS~~	~~P~~	
	22	D21-1TL	← CR 263	12" x 48"	x		TWT	1	WS	P	
	23	R1-1	STOP	48" x 48"	x		S80	1	SA	P	BM
		D3-1G	US 183	42" x 12"	x						
		D3-1G	SEWARD JUNCTION LOOP	12" x 42"	x						
		W4-4P	CROSS TRAFFIC DOES NOT STOP	24" x 12"	x						
	24	M3-1	NORTH	24" x 12"	x		S80	1	SA	U	
		M1-4	183	30" x 24"	x						
		M6-3	↑	30" x 24"	x						
		M3-3	SOUTH	24" x 12"	x						
		M1-4	183	30" x 24"	x						
		M6-1	→	30" x 24"	x						
134	18	~~R3-8VAR~~	~~ONLY ONLY~~	~~36" x 30"~~	x		~~10BWG~~	~~1~~	~~SA~~	~~P~~	
	19	R1-1	STOP	36" x 36"	x		S80	1	SA	P	BM
		D3-1G	CR 263	42" x 12"	x						
		D3-1G	FALCON LANE	48" x 12"	x						
	20	R1-1	STOP	36" x 36"	x		S80	1	SA	P	BM
		D3-1G	CR 263	42" x 12"	x						
		D3-1G	FALCON LANE	48" x 12"	x						

ALUMINUM SIGN BLANKS (TYPE A)

Square Ft.	Min. Thickness
Less than 7.5	0.080"
7.5 to 15	0.100"
Greater than 15	0.125"

Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.

REV. NO.	BY	DATE	REVISION DESCRIPTION
1	BRB	1/11/21	PM REVISIONS

STATE OF TEXAS
B. RYAN BELL
92578
LICENSED PROFESSIONAL ENGINEER
1/12/2021

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SEWARD JUNCTION SW

SUMMARY OF SMALL SIGNS

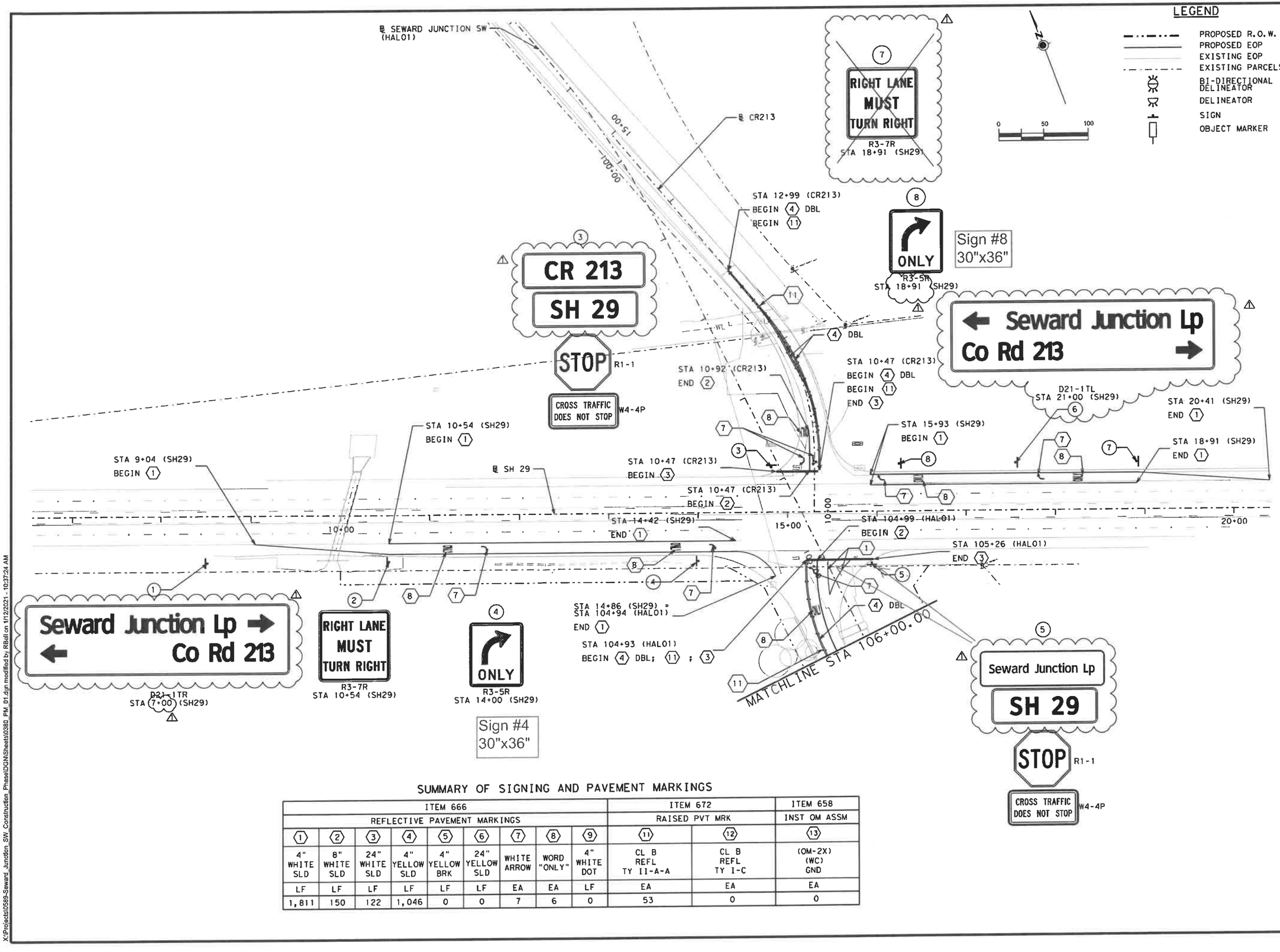
K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY

SCALE	AS NOTED
DATE	1/12/2021
SHEET NUMBER	16 OF 266

X:\Projects\0589-Seward Junction SW_Construction_Phase\DGN\Sheets\0380_SMALL_SIGN_SUMMARY_01.dgn modified by: RBell on 1/12/2021 - 10:36:53 AM



SUMMARY OF SIGNING AND PAVEMENT MARKINGS

ITEM 666									ITEM 672		ITEM 658
REFLECTIVE PAVEMENT MARKINGS									RAISED PVT MRK		INST OM ASSM
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(11)	(12)	(13)
4" WHITE SLD	8" WHITE SLD	24" WHITE SLD	4" YELLOW SLD	4" YELLOW BRK	24" YELLOW SLD	WHITE ARROW	WORD "ONLY"	4" WHITE DOT	CL B REFL TY II-A-A	CL B REFL TY I-C	(OM-2X) (WC) GND
LF	LF	LF	LF	LF	LF	EA	EA	LF	EA	EA	EA
1,811	150	122	1,046	0	0	7	6	0	53	0	0

REV NO.	BY	DATE	REVISION DESCRIPTION
1	BRB	1/12/21	PM REVISIONS

STATE OF TEXAS
B. RYAN BELL
92578
LICENSED PROFESSIONAL ENGINEER
1/12/2021

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SEWARD JUNCTION SW

SIGNING AND PAVEMENT MARKING PLAN
SHEET 1 OF 6

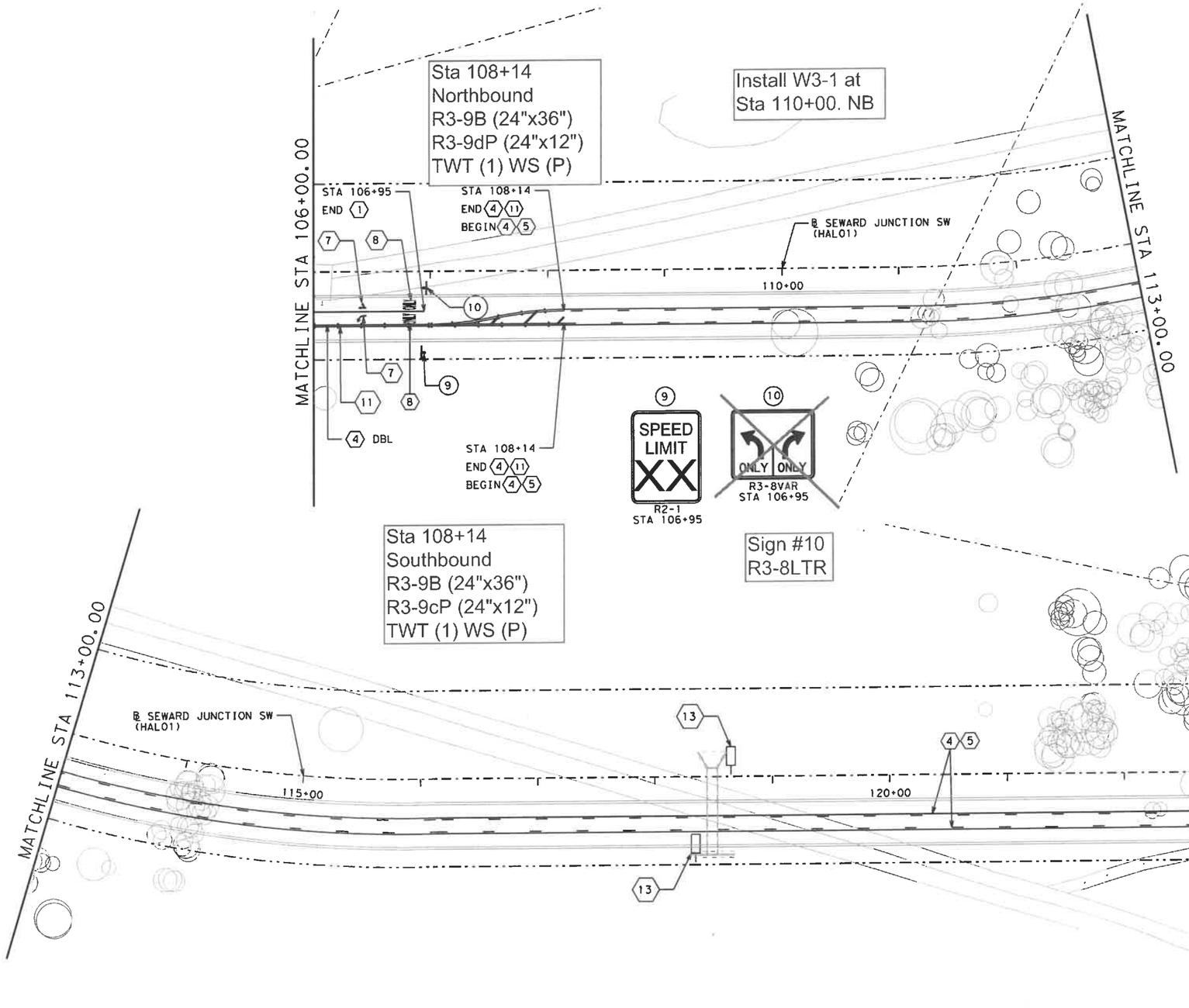
K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY

SCALE	AS NOTED
DATE	1/12/2021
SHEET NUMBER	129 OF 266

X:\Projects\0589-Seward_Junction_SW_Construction_Phase\DGN\Sheets\0386_PM_01.dgn modified by RBell on 1/12/2021 - 10:37:24 AM



LEGEND

- PROPOSED R.O.W.
- PROPOSED EOP
- EXISTING EOP
- EXISTING PARCELS
- BI-DIRECTIONAL DELINEATOR
- DELINEATOR
- SIGN
- OBJECT MARKER

N

0 50 100

SUMMARY OF SIGNING AND PAVEMENT MARKINGS

ITEM 666								ITEM 672		ITEM 658
REFLECTIVE PAVEMENT MARKINGS								RAISED PVT MRK		INST OM ASSM
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(11)	(12)	(13)
4" WHITE SLD	8" WHITE SLD	24" WHITE SLD	4" YELLOW SLD	4" YELLOW BRK	24" YELLOW SLD	WHITE ARROW	WORD "ONLY"	CL B REFL TY II-A-A	CL B REFL TY I-C	(OM-2X) (WC) GND
LF	LF	LF	LF	LF	LF	EA	EA	EA	EA	EA
190	0	0	3,679	3,011	36	2	2	34	0	2

REV NO	BY	DATE	REVISION DESCRIPTION
1	BRell	1/12/21	PM REVISIONS

STATE OF TEXAS
B. RYAN BELL
92578
LICENSED PROFESSIONAL ENGINEER
1/12/2021

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SEWARD JUNCTION SW

SIGNING AND PAVEMENT MARKING PLAN
SHEET 2 OF 6

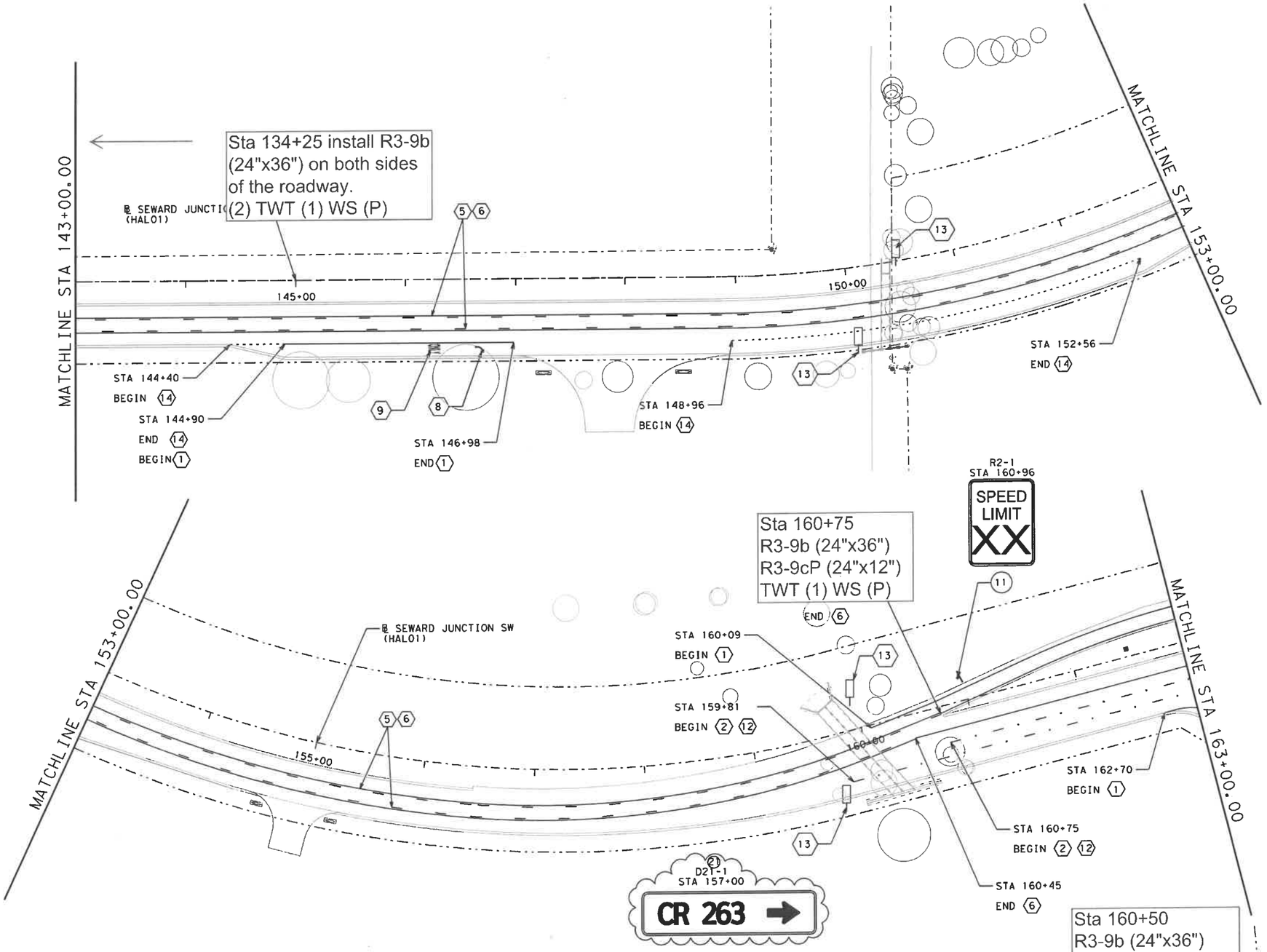
K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY

SCALE	AS NOTED
DATE	1/12/2021
SHEET NUMBER	130 OF 266

X:\Projects\0569-Seward_Junction_SW_Construction_Phase\DGN\Sheets\0380_PM_02.dgn modified by RBell on 1/12/2021 - 10:37:32 AM



LEGEND

- PROPOSED R.O.W.
- PROPOSED EOP
- EXISTING EOP
- EXISTING PARCELS
- BI-DIRECTIONAL DELINEATOR
- DELINEATOR
- SIGN
- OBJECT MARKER

0 50 100

SUMMARY OF SIGNING AND PAVEMENT MARKINGS

ITEM 666										ITEM 672		ITEM 658
REFLECTIVE PAVEMENT MARKINGS										RAISED PVT MRK		INST OM ASSM
(1)	(2)	(14)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(11)	(12)	(13)
4" WHITE SLD	4" WHITE BKN	4" WHITE DOT	8" WHITE SLD	24" WHITE SLD	4" YELLOW SLD	4" YELLOW BRK	24" YELLOW SLD	WHITE ARROW	WORD "ONLY"	CL B REFL TY II-A-A	CL B REFL TY I-C	(OM-2X) (WC) GND
LF	LF	LF	LF	LF	LF	LF	LF	EA	EA	EA	EA	EA
514	544	431	0	0	4,088	3,605	0	1	1	0	14	4

REV. NO.	BY	DATE	REVISION DESCRIPTION
1	BRB	1/12/21	PM REVISIONS

STATE OF TEXAS
B. RYAN BELL
92578
LICENSED PROFESSIONAL ENGINEER
1/12/2021

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SEWARD JUNCTION SW

SIGNING AND PAVEMENT MARKING PLAN
SHEET 4 OF 6

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY

SCALE	AS NOTED
DATE	1/12/2021
SHEET NUMBER	132 OF 266

X:\Projects\0589-Seward_Junction_SW_Construction_Phase\DGN\Sheets\0360_PM_04.dgn modified by RBell on 1/12/2021 - 10:37:35 AM

Sta 163+50
W1-4L (36"x36")
TWT (1) WS (P)

Sta 165+50
R3-7R (36"x36")
TWT (1) WS (P)

Add W4-4P
(24"x12")
to sign 12.

US 183 (42"x12")
SJ Loop (42"x12")
Stop (48"x48")
W4-4P (36"x18")
S80 SA (1) P-BM
Mount on the
Concrete

W4-4P needs to
be 36"x18" on all
stop signs.

LEGEND

- PROPOSED R.O.W.
- PROPOSED EOP
- EXISTING EOP
- EXISTING PARCELS
- BI-DIRECTIONAL DELINEATOR
- DELINEATOR
- SIGN
- OBJECT MARKER

MATCHLINE STA 163+00.00
MATCHLINE STA 11+00.00
MATCHLINE STA 173+00.00
MATCHLINE STA 3120+25.00
MATCHLINE STA 1121+00.00
MATCHLINE STA 173+00.00

STA 163+20 END (5)
STA 164+12 BEGIN (3)(12)
STA 164+12 BEGIN (2)(12)
STA 166+62 END (3)(12)
℄ CR 263 (HAL02)
165+00
℄ SEWARD JUNCTION SW (HAL01)
170+00
STA 171+61 BEGIN (2)(12)
STA 171+41 END (2)(12)
BEGIN (1)(10)
STA 172+38 BEGIN (3)
STA 174+32 END (2)(12)
US 183 AT SEWARD JUNCTION SOUTH (BY OTHERS)
℄ US183SB
175+00
℄ SEWARD JUNCTION SW (HAL01)
180+00
STA 174+32 END (3)
STA 174+32 END (2)(12)
STA 174+32 END (2)

(1) W1-4L — LANE ENDS MERGE LEFT — STA 172+86
(2) R3-8VAR — ONLY ONLY ONLY ONLY — STA 172+38
(3) CR 263 D3-1G
(4) Seward Junction Lp D3-1G
(5) STOP R1-1
(8) ← CR 263 D21-1 STA 170+00
(9) RIGHT LANE MUST TURN RIGHT — R3-7R STA 171+41
(10) ℄ US183NB
(11) NORTH M3-1 / SOUTH M3-3 / 183 M4-1 / 183 M4-1 / M6-3 / M6-1
(12) ONLY — R3-7R STA 173+55
(13) US 183 D3-1G / Seward Junction Lp D3-1G / STOP R1-1 / CROSS TRAFFIC DOES NOT STOP W4-4P

SUMMARY OF SIGNING AND PAVEMENT MARKINGS

ITEM 666 REFLECTIVE PAVEMENT MARKINGS										ITEM 672 RAISED PVT MRK		ITEM 658 INST OM ASSM
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
4" WHITE SLD	4" WHITE BKN	8" WHITE SLD	24" WHITE SLD	4" YELLOW SLD	4" YELLOW BRK	24" YELLOW SLD	WHITE ARROW	WORD "ONLY"	12" WHITE SLD	CL B REFL TY II-A-A	CL B REFL TY I-C-R	(OM-2X) (WC) GND
LF	LF	LF	LF	LF	LF	LF	EA	EA	LF	EA	EA	EA
1,558	526	445	128	20	0	0	5	4	461	0	61	1

REVISION DESCRIPTION: PM REVISIONS
DATE: 1/12/21
BY: BRB
REV. NO.: 1

STATE OF TEXAS
B. RYAN BELL
92578
LICENSED PROFESSIONAL ENGINEER
1/12/2021

0 50 100

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SEWARD JUNCTION SW

SIGNING AND PAVEMENT MARKING PLAN
SHEET 5 OF 6

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY

SCALE	AS NOTED
DATE	1/12/2021
SHEET NUMBER	133 OF 266

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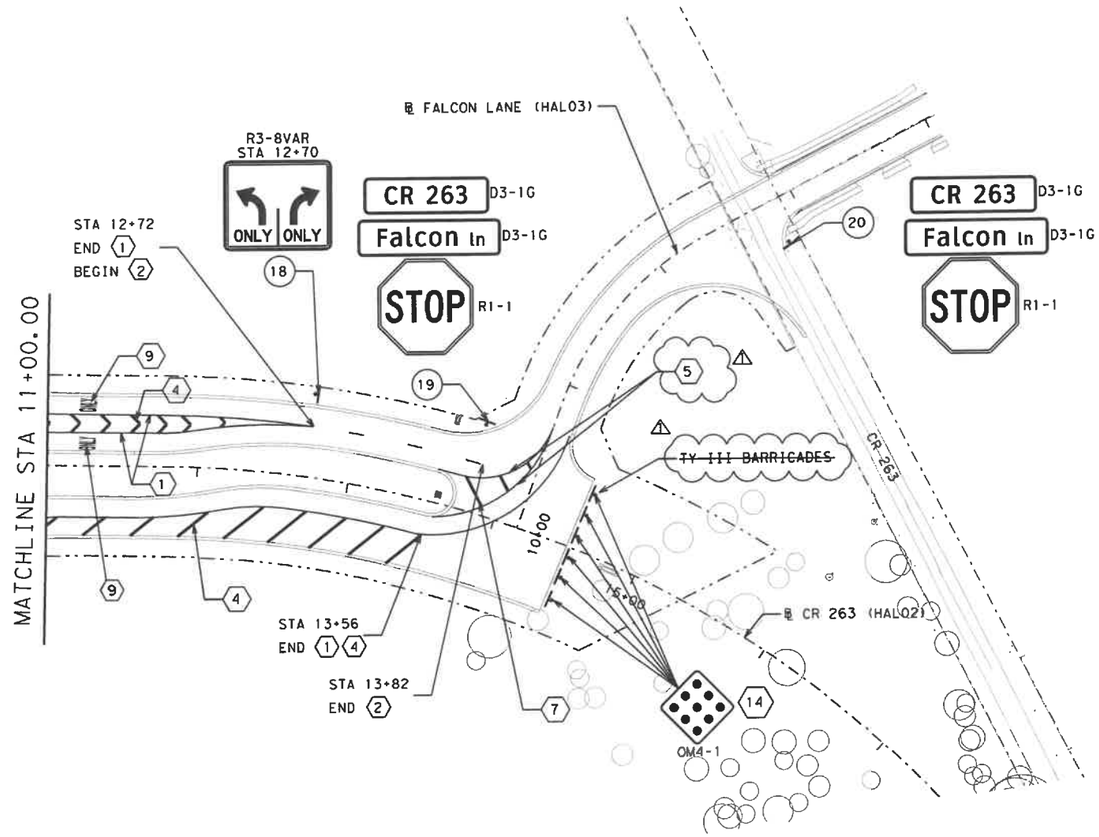


LEGEND

- PROPOSED R.O.W.
- PROPOSED EOP
- EXISTING EOP
- EXISTING PARCELS
- BI-DIRECTIONAL DELINEATOR
- DELINEATOR
- SIGN
- OBJECT MARKER

N

0 50 100

SUMMARY OF SIGNING AND PAVEMENT MARKINGS

ITEM 666									ITEM 672		ITEM 658	ITEM 658
REFLECTIVE PAVEMENT MARKINGS									RAISED PVT MRK		INST OM ASSM	INST OM ASSM
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(11)	(12)	(13)	(14)
4" WHITE SLD	4" WHITE BKN	8" WHITE SLD	12" WHITE SLD	4" YELLOW SLD	4" YELLOW BRK	12" YELLOW SLD	WHITE ARROW	WORD "ONLY"	CL B REFL TY II-A-A	CL B REFL TY I-C	(OM-2X) (WC) GND	(OM-4) (TWT) (WAS)
LF	LF	LF	LF	LF	LF	LF	EA	EA	EA	EA	EA	EA
605	23	0	353	195 ⚠	0	40 ⚠	0	2	0	0	0	6 ⚠

REV NO.	BY	DATE	REVISION DESCRIPTION
1	BRB	1/12/21	PM REVISIONS

STATE OF TEXAS
B. RYAN BELL
92578
LICENSED PROFESSIONAL ENGINEER
1/12/2021

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SEWARD JUNCTION SW

SIGNING AND PAVEMENT MARKING PLAN
SHEET 6 OF 6

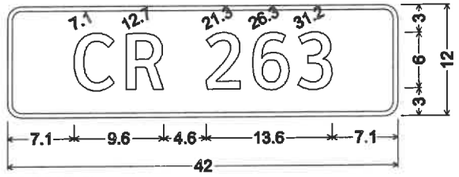
K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY
1848

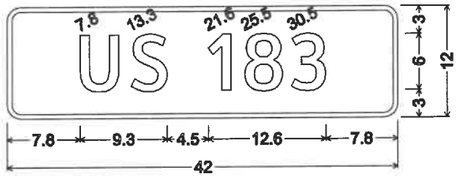
WILLIAMSON COUNTY

SCALE	AS NOTED
DATE	1/12/2021
SHEET NUMBER	134 OF 266

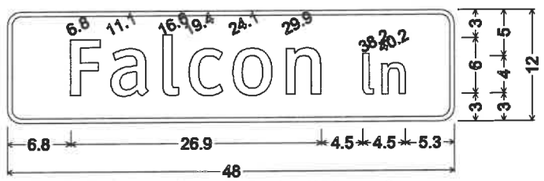
X:\Projects\0599-Seward Junction_SW Construction_Phase\DGN\Sheets\0380_PM_06.dgn modified by RBell on 1/12/2021 - 10:37:44 AM



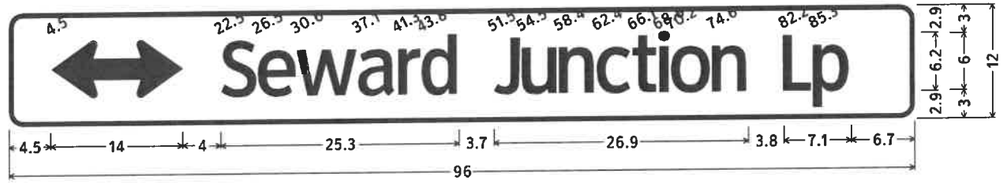
D3-1G(1) 6in;
1.5" Radius, 0.5" Border, White on Green;
"CR 263" ClearviewHwy-3-W;



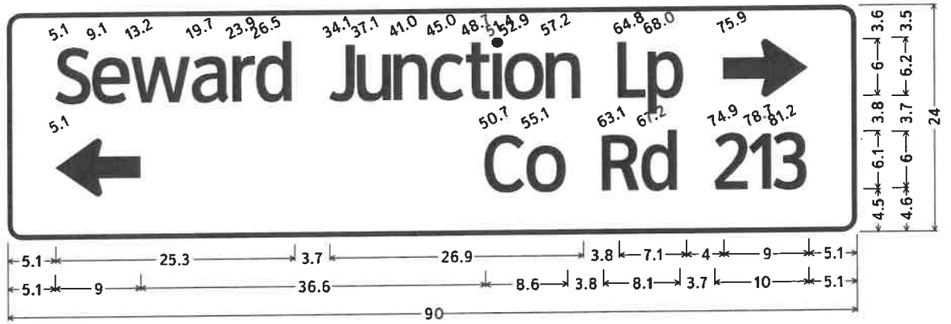
D3-1G(1) 6in;
1.5" Radius, 0.5" Border, White on Green;
"US 183" ClearviewHwy-3-W;



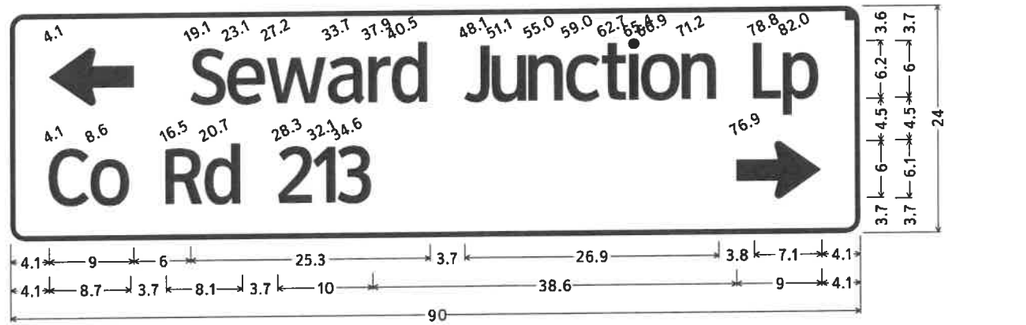
D3-1G(1) 6in; 1.5" Radius, 0.5" Border, White on Green;
"Falcon" ClearviewHwy-3-W; "in" ClearviewHwy-3-W;



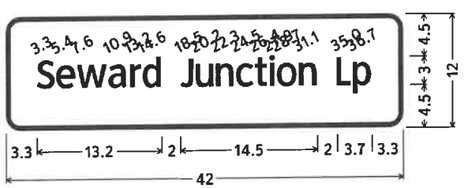
D21-1TDBL_VARx12;
1.5" Radius, 0.5" Border, White on, Green;
Double Headed Arrow Custom - 14.0" 0'; "Seward Junction Lp", ClearviewHwy-3-W 10% spacing;



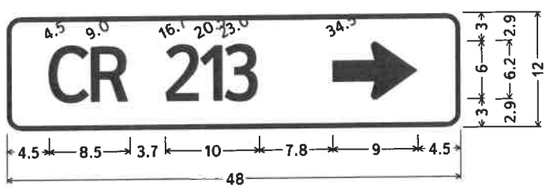
D21-1TR_VARx12;
1.5" Radius, 0.5" Border, White on, Green;
"Seward Junction Lp", ClearviewHwy-3-W 10% spacing; Standard Arrow Custom 9.0" X 6.1" 0';
Standard Arrow Custom 9.0" X 6.1" 180'; "Co Rd 213", ClearviewHwy-3-W 10% spacing;



D21-1TL_VARx12;
1.5" Radius, 0.5" Border, White on, Green;
Standard Arrow Custom 9.0" X 6.1" 180'; "Seward Junction Lp", ClearviewHwy-3-W 10% spacing;
"Co Rd 213", ClearviewHwy-3-W 10% spacing; Standard Arrow Custom 9.0" X 6.1" 0';



D3-1G(1) 6in;
1.5" Radius, 0.5" Border, White on, Green;
"Seward Junction Lp", ClearviewHwy-3-W 30% spacing;



D21-1TR_VARx12;
1.5" Radius, 0.5" Border, White on, Green;
"CR 213", ClearviewHwy-3-W 10% spacing;
Standard Arrow Custom 9.0" X 6.1" 0';

REV. NO.	BY	DATE	REVISION DESCRIPTION
1	BRB	1/12/21	PM REVISIONS

STATE OF TEXAS
B. RYAN BELL
92578
LICENSED PROFESSIONAL ENGINEER
1/12/2021

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SEWARD JUNCTION SW

SIGN DETAILS

K FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY

SCALE	AS NOTED
DATE	1/12/2021
SHEET NUMBER	135 OF 266

X:\Projects\0599-Seward Junction SW Construction, Phase\DGN\Sheets\0380_SIGN DETAIL.dgn modified by RBell on 1/12/2021 - 10:37:47 AM

Commissioners Court - Regular Session **48.**

Meeting Date: 12/14/2021

1901-285-CR176 at RM 2243-CO #5 (Balancing)

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. 5 in the amount of $-184,400.43 for Project 1901-285 CR 176 at RM 2243 (Joe Bland Construction), a Road Bond project in Commissioner Pct. 3, P: 241, Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds 165 days to the contract for delays associated with obtaining the TCEQ permit for work north of RM 2243.

- Item 999-WC06, Police Used in Traffic Control. Due to the speed and volume of traffic on RM 2243, police officers were used during lane closures for paving operations.
- Item 999-WC07, Mailbox Adjustment – Mr. Le. A property owner's existing mailbox had to be adjusted to meet Post Office access standards for delivery of the mail.
- Item 999-WC08, Gate Adjustment – Mr. Reed. A property owner's existing gate had to be adjusted to provide the same use they had prior to construction.
- Item 999-WC09. Shared Use Path Barricade. A permanently mounted Type 3 Barricade was added to limit access near RM 2243.

This Change Order results in a decrease of $184,400.43 to the Contract amount, for an adjusted Contract total of $2,783,832.70. The original Contract amount was $2,447,560.00. As a result of all Change Orders, $336,272.70 has been added to the Contract, resulting in an 13.7% increase in the Contract cost. One hundred sixty-five (165) days will be added to the Contract as a result of this Change Order, which brings the total number of days added to the Contract by Change Orders on the project to two hundred twenty-five (225) days.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1901-285-CR176atRM2243-CO#5(Balancing)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 09:35 AM
Form Started By: Mayra Ramos		Started On: 12/08/2021 01:17 PM
Final Approval Date: 12/09/2021		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 5

Project:	***1901-285***
Roadway:	***CR 176 at RM 2243***
CSJ Number:	

1. CONTRACTOR: **Joe Bland Construction**

2. Change Order Work Limits: Sta. **115+00** to Sta. **140+00**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

2E. Differing Site Conditions. Miscellaneous difference in site conditons (unforseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds 165 days to contract for delays associated with obtaining the TCEQ permit for work north of RM 2243.

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 12/8/21

By

Typed/Printed Name Andrew Batten

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **2** Days added on this CO: **165**

Amount added by this change order: **($184,400.43)**

RECOMMENDED FOR EXECUTION:

12/8/21
Project Manager Date

N/A
Design Engineer Date

12/8/2021
Program Manager Date

Design Engineer's Seal:

see attached plan sheets

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: 5 ***Project # 1901-285***

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
161-WC01	EROSION CONTROL COMPOST (3")	SY	$3.10	6,355.00	$19,700.50	60.00	6,415.00	$19,886.50	$186.00
164-WC04	SEEDINGN FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	SY	$0.13	12,710.00	$1,652.30	14,711.00	27,421.00	$3,564.73	$1,912.43
164-WC05	SEEDING FOR EROSION CONTROL (COOL)(WARM) (TY 5)	SY	$0.14	21,293.00	$2,981.02	5,302.00	26,595.00	$3,723.30	$742.28
164-WC07	SEEDING FOR EROSION CONTROL (TEMP AND PERM) (TY 7)	SY	$0.56	6,183.00	$3,462.48	(6,183.00)	0.00	$0.00	($3,462.48)
164-WC10	SEEDING FOR EROSION CONROL (TEMP)(WARM)(TY 10)	SY	$0.12	10,648.00	$1,277.76	(10,648.00)	0.00	$0.00	($1,277.76)
169-6001	SOIL RETENTION BLANKET (CL 1)(TY A)	SY	$1.15	8,688.00	$9,991.20	2,384.00	11,072.00	$12,732.80	$2,741.60
310-6001	PRIME COAT (MULTI OPTION)	GAL	$3.52	4,438.00	$15,621.76	(1,422.00)	3,016.00	$10,616.32	($5,005.44)
316-6193	AGGR (TY-D GR-5 SAC-B)	CY	$100.87	150.00	$15,130.50	(51.00)	99.00	$9,986.13	($5,144.37)
316-6413	ASPH (AC-15P, HFRS-2P, OR CRS-2P	GAL	$3.43	6,169.00	$21,159.67	(2,309.00)	3,860.00	$13,239.80	($7,919.87)
340-6246	D-GR HMA TY D PG 64-22 (LEVEL UP)	TON	$86.86	178.00	$15,461.08	(45.62)	132.38	$11,498.53	($3,962.55)
341-6008	D-GR HMA TY B PG 64-22	TON	$61.84	4,317.00	$266,963.28	(692.91)	3,624.09	$224,113.73	($42,849.55)
341-6042	D-GR HMA TY D SAC B PG 70-22	TON	$87.73	2,453.00	$215,201.69	30.58	2,483.58	$217,884.47	$2,682.78
401-6001	FLOWABLE FILL	CY	$450.00	105.00	$47,250.00	(8.00)	97.00	$43,650.00	($3,600.00)
432-6006	RIPRAP (CONC)(CL B)	CY	$633.00	30.00	$18,990.00	(18.08)	11.92	$7,545.36	($11,444.64)
467-6018	SET (TY I)(42IN)(3:1)C	EA	$5,500.00	1.00	$5,500.00	(1.00)	0.00	$0.00	($5,500.00)
467-6363	SET (TY II)(18IN)(RCP)(6:1)P	EA	$850.00	2.00	$1,700.00	4.00	6.00	$5,100.00	$3,400.00
506-6001	ROCK FILTER DAM (INSTALL)(TY I)	LF	$20.00	75.00	$1,500.00	(75.00)	0.00	$0.00	($1,500.00)
506-6002	ROCK FILTER DAM (INSTALL)(TY II)	LF	$22.00	60.00	$1,320.00	(60.00)	0.00	$0.00	($1,320.00)
TOTALS					$664,863.24			$583,541.67	($81,321.57)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *5* ***Project #*** *1901-285*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
506-6011	ROCK FILTER DAM (REMOVE)	LF	$7.00	135.00	$945.00	(135.00)	0.00	$0.00	($945.00)
506-6038	TEMP SEDMT CONTROL FENCE (INSTALL)	LF	$1.75	6,562.00	$11,483.50	60.00	6,622.00	$11,588.50	$105.00
506-6039	TEMP SEDMT CONTROL FENCE (REMOVE)	LF	$0.35	6,562.00	$2,296.70	60.00	6,622.00	$2,317.70	$21.00
506-6040	BIODEG EROSN CONT LOGS (INSTL)(8")	LF	$3.50	360.00	$1,260.00	(258.00)	102.00	$357.00	($903.00)
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	$0.50	360.00	$180.00	(258.00)	102.00	$51.00	($129.00)
530-6005	DRIVEWAYS (ACP)	SY	$60.65	522.00	$31,659.30	191.60	713.60	$43,279.84	$11,620.54
530-6008	TURNOUTS (ACP)	SY	$36.22	40.00	$1,448.80	40.00	80.00	$2,897.60	$1,448.80
658-6047	INSTL DEL ASSM (om-2Y)(WC)GND	EA	$42.50	3.00	$127.50	(3.00)	0.00	$0.00	($127.50)
662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	LF	$0.47	4,560.00	$2,143.20	(4,560.00)	0.00	$0.00	($2,143.20)
662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LF	$0.47	5,616.00	$2,639.52	(5,616.00)	0.00	$0.00	($2,639.52)
666-6036	REFL PAV MRK (TY I (W) 8"(SLD)(100MIL)	LF	$0.85	675.00	$573.75	(19.00)	656.00	$557.60	($16.15)
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	$5.25	78.00	$409.50	(12.00)	66.00	$346.50	($63.00)
666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	$95.00	6.00	$570.00	(2.00)	4.00	$380.00	($190.00)
666-6096	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	$115.00	6.00	$690.00	(2.00)	4.00	$460.00	($230.00)
666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	$0.42	6,957.00	$2,921.94	(554.00)	6,403.00	$2,689.26	($232.68)
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	$0.42	11,615.00	$4,878.30	1,632.00	13,247.00	$5,563.74	$685.44
666-6170	REFL PAV MRK TY II (W)4"(SLD)	LF	$0.16	6,957.00	$1,113.12	(632.00)	6,325.00	$1,012.00	($101.12)
666-6178	REFL PAV MRK TY II (W)8"(SLD)	LF	$0.32	675.00	$216.00	(142.00)	533.00	$170.56	($45.44)
666-6182	REFL PAV MRK TY II (W)24" (SLD)	LF	$3.15	78.00	$245.70	(12.00)	66.00	$207.90	($37.80)
666-6184	REFL PAV MRK TY II (W)(ARROW)	EA	$65.00	6.00	$390.00	(2.00)	4.00	$260.00	($130.00)
666-6192	REFL PAV MRK TY II (W)(WORD)	EA	$95.00	6.00	$570.00	(2.00)	4.00	$380.00	($190.00)
666-6207	REFL PAV MRK TY II (Y)4"(SLD)	LF	$0.16	11,615.00	$1,858.40	485.00	12,100.00	$1,936.00	$77.60
672-6007	REFL PAV MRKR TY I-C	EA	$3.70	45.00	$166.50	(12.00)	33.00	$122.10	($44.40)
672-6009	REFL PAV MRKR TY II-A-A	EA	$3.70	350.00	$1,295.00	10.00	360.00	$1,332.00	$37.00
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	$0.60	4,560.00	$2,736.00	(4,050.00)	510.00	$306.00	($2,430.00)
730-6107	FULL-WIDTH MOWING	CYC	$3,200.00	3.00	$9,600.00	(2.00)	1.00	$3,200.00	($6,400.00)
734-6002	LITTER REMOVAL	CYC	$2,000.00	3.00	$6,000.00	(3.00)	0.00	$0.00	($6,000.00)
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	$110.00	120.00	$13,200.00	(91.00)	29.00	$3,190.00	($10,010.00)
SP W3.21.E	ADJUST EXISTING IRE HYDRANT TO GRADE	EA	$950.00	2.00	$1,900.00	1.00	3.00	$2,850.00	$950.00
W1.17 AR.4"	PIPE, 4" DIA.DI CL 250 (RESTRAINED),COMPLETE IN PLACE, INCLUDING EXCAVATION AND BACKFILL	LF	$48.00	20.00	$960.00	(20.00)	0.00	$0.00	($960.00)
999-WC01	FORCE ACCOUNT	DOL	$1.00	50,000.00	$50,000.00	(45,574.85)	4,425.15	$4,425.15	($45,574.85)
The "Totals" from Table B of the previous work sheet:					$664,863.24			$583,541.67	($81,321.57)
TOTALS					$819,340.97			$673,422.12	($145,918.85)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5 ***Project # 1901-285***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
341-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	DOL	$1.00	26,000.00	$26,000.00	(23,844.70)	2,155.30	$2,155.30	($23,844.70)
341-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	DOL	$1.00	16,600.00	$16,600.00	(13,462.92)	3,137.08	$3,137.08	($13,462.92)
585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY (SCHED 3)	DOL	$1.00	3,400.00	$3,400.00	(3,370.00)	30.00	$30.00	($3,370.00)
ADDITIONAL (NEW) CONTRACT ITEMS ADDED BY CHANGE ORDER									
999-WC06	POLICE USED IN TRAFFIC CONTROL	LS	$3,117.87	0.00	$0.00	1.00	1.00	$3,117.87	$3,117.87
999-WC07	MAILBOX ADJUSTMENT - MR. LE	LS	$413.60	0.00	$0.00	1.00	1.00	$413.60	$413.60
999-WC08	GATE ADJUSTMENT - MR. REED	LS	$1,484.70	0.00	$0.00	1.00	1.00	$1,484.70	$1,484.70
999-WC09	SHARED USE PATH BARRICADE	LS	$1,325.63	0.00	$0.00	1.00	1.00	$1,325.63	$1,325.63
432-6005	RIP RAP (CONC) (CL A)	CY	$569.00	750.00	$426,750.00	(1.22)	748.78	$426,055.82	($694.18)
502-WC01	BARRRICADES, SIGNS AND TRAFFIC HANDLING (FOR SUP)	MO	$975.79	2.00	$1,951.58	(2.00)	0.00	$0.00	($1,951.58)
532.6004	CURB RAMPS (TY I)	EA	$1,500.00	3.00	$4,500.00	(1.00)	2.00	$3,000.00	($1,500.00)
The "Totals" from Table B of the previous work sheet:					$819,340.97			$673,422.12	($145,918.85)
TOTALS					$1,298,542.55			$1,114,142.12	($184,400.43)

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 176 at RM 2243
Williamson County Project No. 1902-285
Change Order No. 5

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds 165 days to the contract for delays associated with obtaining the TCEQ permit for work north of RM 2243.

- Item 999-WC06, Police Used in Traffic Control. Due to the speed and volume of traffic on RM 2243, police officers were used during lane closures for paving operations.
- Item 999-WC07, Mailbox Adjustment – Mr. Le. A property owner's existing mailbox had to be adjusted to meet Post Office access standards for delivery of the mail.
- Item 999-WC08, Gate Adjustment – Mr. Reed. A property owner's existing gate had to be adjusted to provide the same use they had prior to construction.
- Item 999-WC09. Shared Use Path Barricade. A permanently mounted Type 3 Barricade was added to limit access near RM 2243.

The following is a list of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC06	POLICE USED IN TRAFFIC CONTROL	1.00	LS
999-WC07	MAILBOX ADJUSTMENT – MR LE	1.00	LS
999-WC08	GATE ADJUSTMENT – MR REED	1.00	LS
999-WCO9	SHARED USE PATH BARRICADE	1.00	LS

This Change Order results in a decrease of $184,400.43 to the Contract amount, for an adjusted Contract total of $2,783,832.70. The original Contract amount was $2,447,560.00. As a result of all Change Orders, $336,272.70 has been added to the Contract, resulting in an 13.7% increase in the Contract cost. One hundred sixty-five (165) days will be added to the Contract as a result of this Change Order, which brings the total number of days added to the Contract by Change Orders on the project to two hundred twenty five (225) days.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Item 999-WC06

From: Joe Bland Construction
13111 Dessau Rd
Austin, TX 78754

To: Texas Materials
1320 Arrow Point Dr. Suite 600
Cedar Park, TX 78613

CONSTRUCTION CHANGE ORDER

Project: CR 176 at RM 2243

Project No.: 560072
Original Contract Amount: **$579,392.66**
This Change Order: $2,940.00
Change Orders to Date: $0.00
Original Contract Amount Plus Change Orders: **$582,332.66**

Change Order No.: 1
Change Order Date: 11/05/2019

CHANGE DATA:

Item No.	Description (Including Reason)	Quantity	Unit	Unit Price	Amount
	Additional items and/or quanitites:				
9001	CO#1- Police Officers	40	HOURS	$73.50	$2,940.00
	Total				$2,940.00

Approved by: _____
Texas Materials Date

Approved by: _____
***Contractor Signature Date

$2940.00
1.05
3087.00
1.01
3117.87

Manor Police Department

INVOICE

402 W. Parsons St.
PO Box 317
Manor, Texas 78653
Phone 512-272-8177 Fax 512-215-8409

INVOICE #19-0351
DATE: NOVEMBER 13, 2020

TO:
OLD CASTLE MATERIALS TEXAS, INC.
1320 ARROW POINT DR. #307 BLD 3
CEDAR PARK, TEXAS 78613
C/O-ACCOUNTS PAYABLE
PHONE-512-861-7100

FOR:
TRAFFIC CONTROL
PROJECT- 2243

POLICE OFFICER INVOICE

DESCRIPTION	HOURS	TOTAL HOURS	RATE	AMOUNT
October 21, 2019- Officer Colton Haupt	800PM-600AM	10	$55.00/hr	$550.00
			TOTAL	**$550.00**

Check payable to: *****COLTON HAUPT *****
c/o Manor Police Department
P.O. Box 317
Manor, Texas 78653
Total due in 15 days from date of invoice. Overdue accounts subject to a service charge of 1% per month.

Thank you for your business!

Manor Police Department

INVOICE

402 W. Parsons St.
PO Box 317
Manor, Texas 78653
Phone 512-272-8177 Fax 512-215-8409

INVOICE #19-0352
DATE: NOVEMBER 13, 2020

TO:
OLD CASTLE MATERIALS TEXAS, INC.
1320 ARROW POINT DR. #307 BLD 3
CEDAR PARK, TEXAS 78613
C/O-ACCOUNTS PAYABLE
PHONE-512-861-7100

FOR:
TRAFFIC CONTROL
PROJECT- 2243

POLICE OFFICER INVOICE

DESCRIPTION	HOURS	TOTAL HOURS	RATE	AMOUNT
October 21, 2019- Officer Mauricio Maya	800PM-600AM	10	$55.00/hr	$550.00
			TOTAL	**$550.00**

Check payable to: *****MAURICIO MAYA *****
c/o Manor Police Department
P.O. Box 317
Manor, Texas 78653
Total due in 15 days from date of invoice. Overdue accounts subject to a service charge of 1% per month.

Thank you for your business!

Manor Police Department

INVOICE

402 W. Parsons St.
PO Box 317
Manor, Texas 78653
Phone 512-272-8177 Fax 512-215-8409

INVOICE #19-0353
DATE: NOVEMBER 13, 2020

TO:
OLD CASTLE MATERIALS TEXAS, INC.
1320 ARROW POINT DR. #307 BLD 3
CEDAR PARK, TEXAS 78613
C/O-ACCOUNTS PAYABLE
PHONE-512-861-7100

FOR:
TRAFFIC CONTROL
PROJECT- 2243

POLICE OFFICER INVOICE

DESCRIPTION	HOURS	TOTAL HOURS	RATE	AMOUNT
October 22, 2019- Officer Jamie Alcocer	800PM-600AM	10	$55.00/hr	$550.00
			TOTAL	**$550.00**

Check payable to: *****JAMIE ALCOCER*****
c/o Manor Police Department
P.O. Box 317
Manor, Texas 78653
Total due in 15 days from date of invoice. Overdue accounts subject to a service charge of 1% per month.

Thank you for your business!

Manor Police Department

INVOICE

402 W. Parsons St.
PO Box 317
Manor, Texas 78653
Phone 512-272-8177 Fax 512-215-8409

INVOICE #19-0354
DATE: NOVEMBER 13, 2020

TO:
OLD CASTLE MATERIALS TEXAS, INC.
1320 ARROW POINT DR. #307 BLD 3
CEDAR PARK, TEXAS 78613
C/O-ACCOUNTS PAYABLE
PHONE-512-861-7100

FOR:
TRAFFIC CONTROL
PROJECT- 2243

POLICE OFFICER INVOICE

DESCRIPTION	HOURS	TOTAL HOURS	RATE	AMOUNT
October 22, 2019- Officer Evan Fraley	800PM-600AM	10	$55.00/hr	$550.00
			TOTAL	**$550.00**

Check payable to: *****EVAN FRALEY*****
c/o Manor Police Department
P.O. Box 317
Manor, Texas 78653
Total due in 15 days from date of invoice. Overdue accounts subject to a service charge of 1% per month.

Thank you for your business!

Manor Police Department

INVOICE

402 W. Parsons St.
PO Box 317
Manor, Texas 78653
Phone 512-272-8177 Fax 512-215-8409

INVOICE #19-0355
DATE: NOVEMBER 13, 2020

TO:
OLD CASTLE MATERIALS TEXAS, INC.
1320 ARROW POINT DR. #307 BLD 3
CEDAR PARK, TEXAS 78613
C/O-ACCOUNTS PAYABLE
PHONE-512-861-7100

FOR:
TRAFFIC CONTROL
PROJECT- 2243

PATROL VEHICLE INVOICE

DESCRIPTION	HOURS	TOTAL HOURS	RATE	AMOUNT
October 21, 2019- Hutto PD Patrol Vehicle #H719	800PM-600AM	10	$15.00/hr	$150.00
October 22, 2019- Hutto PD Patrol Vehicle #H772	800PM-600AM	10	$15.00/hr	$150.00
October 22, 2019- Hutto PD Patrol Vehicle #H764	800PM-600AM	10	$15.00/hr	$150.00
			TOTAL	**$450.00**

Check payable to: *****CITY OF HUTTO POLICE DEPARTMENT*****
c/o Manor Police Department
P.O. Box 317
Manor, Texas 78653
Total due in 15 days from date of invoice. Overdue accounts subject to a service charge of 1% per month.
Thank you for your business!

Manor Police Department

INVOICE

402 W. Parsons St.
PO Box 317
Manor, Texas 78653
Phone 512-272-8177 Fax 512-215-8409

INVOICE #19-0356
DATE: NOVEMBER 13, 2020

TO:
OLD CASTLE MATERIALS TEXAS, INC.
1320 ARROW POINT DR. #307 BLD 3
CEDAR PARK, TEXAS 78613
C/O-ACCOUNTS PAYABLE
PHONE-512-861-7100

FOR:
TRAFFIC CONTROL
PROJECT- 2243

PATROL VEHICLE INVOICE

DESCRIPTION	HOURS	TOTAL HOURS	RATE	AMOUNT
October 21, 2019- Manor PD Patrol Vehicle #1834	800PM-600AM	10	$15.00/hr	$150.00
			TOTAL	**$150.00**

Check payable to: *****CITY OF MANOR POLICE DEPARTMENT*****
c/o Manor Police Department
P.O. Box 317
Manor, Texas 78653
Total due in 15 days from date of invoice. Overdue accounts subject to a service charge of 1% per month.
Thank you for your business!

Item 999-WC07

Salas Stone And Masonry

JOB ESTIMATE

To: James at 909 CR 176

Job Description	AMOUNT
To extend column for mailbox to be closer to road	$390.00
ESTIMATE INCLUDES LABOR & MATERIAL	
TOTAL ESTIMATED JOB COST:	**$390.00**

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

Jose Salas
PREPARED BY

June 8, 2020
DATE

390.00
x 1.05
409.50
x 1.01
$ 413.60

Item 999-WC08

Clayton Weber

From: Clayton Weber
Sent: Tuesday, July 21, 2020 5:18 PM
To: 'Andrew Batten'; German Figueroa
Cc: James Klotz, P. E. ; Tracy Cooper; 62811_1901-285_CR176@RM2243; Lowell Choate
Subject: CR 176 at RM 2243-motorized gate

The County has agreed to pay $1400 to the residents of Whisper Lane for the replacement of their motorized gate. We request that Joe Bland Construction make payment to: Bob Reed, 620 Whisper Lane, Georgetown, Texas 78628. As before, the County will reimburse JBC the cost plus allowable markups. JBC can bill the additional cost to the existing force account items in the plans. Let me know of any questions. Thanks.

Clayton K. Weber, Construction Manager
Tel (512-527-6718 **Cell** (512) 539-9342 **Email** cweber@hntb.com
HNTB CORPORATION
CELEBRATING 25th OFFICE ANNIVERSARY IN AUSTIN
AND MORE THAN 100 YEARS IN THE REGION
101 E. Old Settlers Blvd, Ste 100 | Round Rock, Texas 78664 | hntb.com

105 YEARS OF INFRASTRUCTURE SOLUTIONS

Twitter | LinkedIn | Facebook | Instagram

1400.00
1.05
1470.00
1.01
1484.70

Item 999-WC09

Stripe-It-Up
PARKING LOT STRIPING

Estimate

P.O. Box 200544
Austin, TX 78720

Date	Estimate #
11/12/2020	12262

Customer/Address
Joe Bland Construction 1311 Dessau Road Austin, TX 78754

Project
CR 176 Barricades Niederwald, TX.

Michael Martino michael@siutx.com 281-413-5331

Purchase Order	Rep
	MM

Description	Qty	U/M	UC	Total
Street End Barricades - Custom 12'-0" Wide w/ Extended Leg in Middle. *Note, these have 2-3 Week Lead Time.	1	EA	1,250.00	1,250.00

1250.00
x1.05 Markup
1312.50 bond
x1.01
$1325.63

Subtotal	$1,250.00
(8.25%)	$0.00
Total	$1,250.00

Terms & Conditions Excludes - Bonding, Permits, Layout or Surveying, Excavating, Saw Cutting, Traffic Control or Flagman. Night work or weekend work. sweep/clean prior to scope of work above and any items of work not specifically quoted. Stripe-It-Up will execute only those items of work listed in the "scope of work" any additional items of work will require a written change order in advance. Actual quantities will be verified in place upon completion and billed at unit prices shown above. All agreements must be made in writing. Scope of Work standards for newly constructed areas are proposed to comply with the Texas Department of Transportation standards. Other Scope of Work specifications must be specifically outlined. All permits and fees are excluded unless otherwise noted. Stripe-It-Up is not responsible for utility lines less than 12 inches deep.

Stripe-It-Up will carry workers compensation, General Liability, and Auto Insurance for labor provided in the performance of this contract. The amounts included in this estimate are based on information provided and are subject to change if new information is provided or differing site conditions are encountered. All changes in the scope of the work must be agreed prior to the commencement of work. Fees for our services are due 30 days from the date of the invoice. Payments should be remitted to Stripe-It-Up, PO Box 200544, Austin, TX 78720.

Contractor agrees to pay reasonable attorney fees, expert fees, all costs of court, and any other expenses incurred by Stripe-It-Up in the collection of any sums due under the performance of this contract. The venue for any legal action under this contract shall be Travis County, Texas. The parties expressly agree to waive the right to a jury trial. The above prices, specifications, and conditions are satisfactory and are hereby accepted. Payment will be paid in Full as outlined above.

Clayton Weber

From: Tracy Cooper
Sent: Friday, November 13, 2020 11:12 AM
To: Andrew Batten
Cc: Clayton Weber; 62811_1901-285_CR176@RM2243
Subject: RE: 1901-285 CR 176 Barricade on North end

Andrew,

We are good with this proposal, please proceed with ordering the materials. As Clayton stated in a previous e-mail he will add this item to the next CO. $1,250 + your 5% & 1% = $1325

Thank you,

Tracy Cooper
Field Representative
Tel (512) 691-2268
Cell (512) 608-7468 Email tcooper@hntb.com

HNTB CORPORATION
101 E. Old Settlers Blvd.; Round Rock, Texas 78664

100+ YEARS OF INFRASTRUCTURE SOLUTIONS

From: Andrew Batten <abatten@joeblandconstruction.com>
Sent: Friday, November 13, 2020 10:52 AM
To: Tracy Cooper <tcooper@HNTB.com>
Cc: Clayton Weber <cweber@HNTB.com>; 62811_1901-285_CR176@RM2243 <61272_CR176?RM2243@HNTB.com>
Subject: FW: 1901-285 CR 176 Barricade on North end

Coop,

See revised.

THANKS,

ANDREW BATTEN
PROJECT MANAGER
OFFICE: 512.821.2808
CELL: 512.579.9221

JOE BLAND CONSTRUCTION
13111 DESSAU ROAD
AUSTIN, TEXAS 78754
512-821-2808

From: Michael Martino <michael@siutx.com>
Sent: Friday, November 13, 2020 10:45 AM

Commissioners Court - Regular Session **49.**

Meeting Date: 12/14/2021

LH Bypass Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with John and Lacie Hale for right of way needed on the Liberty Hill Bypass project (Parcel 8). Funding Source: Road Bonds P346

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hale Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 10:02 AM
Form Started By: Charlie Crossfield		Started On: 12/09/2021 09:53 AM
Final Approval Date: 12/09/2021		

REAL ESTATE CONTRACT
Liberty Hill Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JOHN HALE and LACIE GENE HALE** (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 1.053-acre (45,885 square foot) tract of land in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being a portion of that called 15.00-acre tract of land described in Warranty Deed to Lacie Gene Hale recorded in Document No. 2015014262 of the Official Public Records of Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**);

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 shall be the sum of NINETY-EIGHT THOUSAND SIX HUNDRED FIFTY-THREE and 00/100 Dollars ($98,653.00).

2.01.1 As Additional Compensation Purchaser shall pay the amount of TWENTY-FIVE THOUSAND ONE HUNDRED FIFTY-FIVE and 75/100 Dollars ($25,155.75) for the acquisition of any improvements on the Property or for the replacement of any fencing and driveway.

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

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before December 31, 2021, or at such time, date, and place as Seller and Purchaser may otherwise agree,

or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "**B**" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default

and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

John Hale (Dec 8, 2021 13:30 CST)

John Hale

Address: 1001 County Road 279

Liberty Hill, TX 78642

Date: Dec 8, 2021

Lacie Hale (Dec 8, 2021 13:37 CST)

Lacie Gene Hale

Date: Dec 8, 2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Parcel : 8 – Hale
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 1.053 ACRE (45,885 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 15.00 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO LACIE GENE HALE RECORDED IN DOCUMENT NO. 2015014262 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.053 ACRE (45,885 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a nail found stamped H/M in the existing easterly Right-of-Way (ROW) line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), (Grid Coordinates determined as N=10,208,596.88 E=3,058,074.59), being the southwesterly corner of said 15.00 acre tract, same being the northwesterly corner of the remainder of that called 51.33 acre tract of land cited in Deed Without Warranty to Scott L.I. Helms and Christina A. Helms recorded in document no. 2020012720 of the Official Public Records of Williamson County, Texas, said 51.33 acres originally described in Document No. 2008011186 of the Official Public Records of Williamson County, Texas, also being in the easterly line of that called 1.39 acre ROW tract described in Right-of-Way Deed to Williamson County, Texas recorded in Volume 1403, Page 334 of the Official Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, with said existing easterly ROW line, being the easterly boundary line of said 15.00 acre tract, the following two (2) courses:

1) **N 32°27'47" W,** for a distance of **96.22** feet to an iron rod with plastic cap stamped "FOREST RPLS 1847" found alongside another iron rod with plastic cap stamped "RPLS 1847" found, being the northerly corner of said 1.39 acre ROW tract in the existing ROW line of said C.R. 279, for an angle point herein;

2) **N 19°38'53" W,** for a distance of **329.22** feet to a 1/2" iron rod found, being the northwesterly corner of said 15.00 acre tract, same being the southwesterly corner of that called 2.45 acre tract of land (Tract One) described in Deed Of Gift to Timothy P. Harlow recorded in Volume 2310, Page 506 of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the northwesterly corner of said 2.45 acre tract bears with said existing easterly ROW line N 19°38'53" W, at a distance of 100.57 feet;

3) **THENCE,** departing said existing easterly ROW line, with the northerly boundary line of said 15.00 acre tract, same being the southerly boundary line of said 2.54 acre tract, **N 75°32'17" E,** for a distance of **56.16** feet, to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 89.91 feet right of Bagdad Road Baseline Station 305+44.63 in the proposed easterly ROW line of said Bagdad Road (variable width ROW), for the northeasterly corner of the herein described parcel;

THENCE, with said proposed easterly ROW line, through the interior of said 15.00 acre tract, the following two (2) courses:

4) **S 32°37'10" E,** for a distance of **264.16** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 76.45 feet right of Bagdad Road Baseline Station 302+70.27, for an angle point;

5) **S 48°07'49" E,** for a distance of **172.89** feet in the southerly boundary line of said 15.00 acre tract, same being in the northerly boundary line of said remainder of the 51.33 acre tract, for the southeasterly corner of the herein described parcel;

6) **THENCE,** with said common boundary line, **S 67°33'49" W,** for a distance of **176.54** feet to the **POINT OF BEGINNING,** containing 1.053 acres (45,885 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 to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

PRELIMINARY
This document shall not be recorded for any purpose.

Date

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

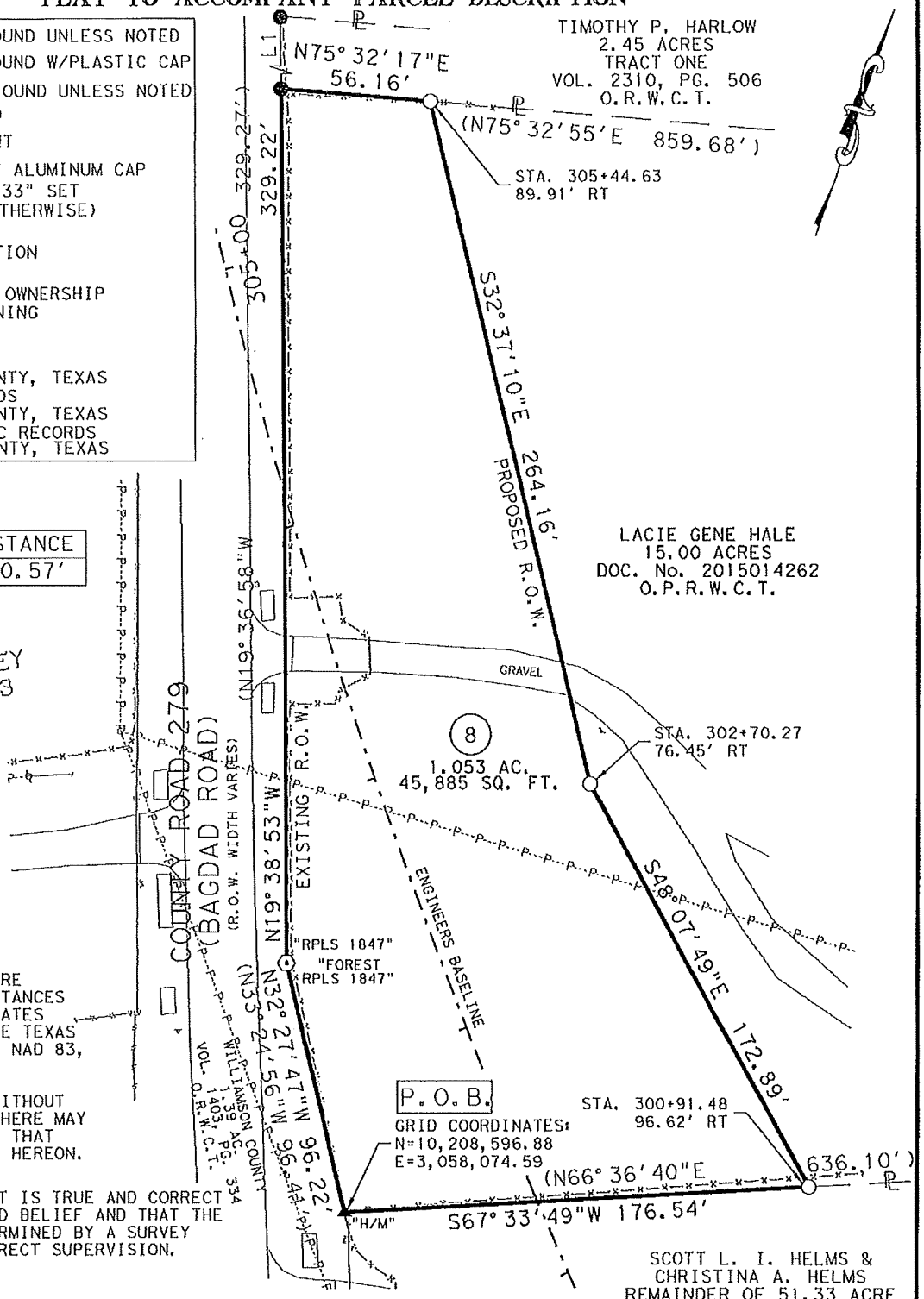
EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
◉	½" IRON PIPE FOUND UNLESS NOTED
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
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

NO.	DIRECTION	DISTANCE
L1	N19°38'53"W	100.57'



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.

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.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

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

PRELIMINARY
This document shall not be recorded for any purpose.

03/08/2021

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

PARCEL PLAT SHOWING PROPERTY OF

LACIE GENE HALE

SCALE	PROJECT	COUNTY
1" = 60'	BAGDAD ROAD	WILLIAMSON

PARCEL 8
1.053 ACRES
45,885 Sq. Ft.

S:_BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\HALE\PARCEL 8-HALE.dgn

Exhibit "B"

Parcel 8

DEED
Liberty Hill Bypass Right of Way

THE STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That JOHN HALE and LACIE GENE HALE, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 1.053-acre (45,885 square foot) tract of land in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being a portion of that called 15.00-acre tract of land described in Warranty Deed to Lacie Gene Hale recorded in Document No. 2015014262 of the Official Public Records of Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or 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 Liberty Hill Bypass.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature page follows]

GRANTOR:

_____

John Hale

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by John Hale, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

GRANTOR:

_____
Lacie Gene Hale

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Lacie Gene Hale, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **50.**

Meeting Date: 12/14/2021

SE Loop Segment 3 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 Charles Barr, Rosa Barr, Diane Barr and Clyde Barr for right of way needed on the SE Loop Segment 3 project (Parcel 69). Funding Source: Road Bonds P332

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Barr Rule 11 Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 10:06 AM
Form Started By: Charlie Crossfield		Started On: 12/09/2021 10:00 AM
Final Approval Date: 12/09/2021		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8732 (D) • fax 512-255-8986

don@scrrlaw.com

December 7, 2021

RULE 11 CONDEMNATION SETTLEMENT AGREEMENT

Charles R. Barr, Rosa Barr, Diane Barr, Clyde Barr
1451 FM 3349
Taylor, Texas 76574

Re: Williamson County—FM3349/Southeast Loop Seg. 3
Cause No. 21-1442-CC2; *Williamson County v. Diane Barr, et. al.*
Parcel No.: 69

Dear Charles Barr:

In follow up to our recent phone conversation, please allow this letter to constitute a Rule 11 Settlement Agreement between Williamson County, Texas ("County") and Charles R. Barr, Rosa Barr, Diane Barr, and Clyde Barr (collectively "Barr") 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 FM3349/Southeast Loop Seg. 3 road improvement project (the "Project"). The terms of this Agreement and the settlement reached are follows:

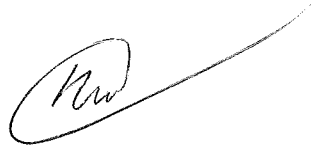
1. County agrees to pay, and Barr agrees to accept, the total sum of Sixty-Three Thousand Eight Hundred Forty and No/100 Dollars (**$63,840.00**) in compensation to the Condemnees in the above referenced lawsuit for the acquisition of .744 acre sought to be acquired, and any damages to the remaining property of Barr not acquired (the "Property"), with such location and acquisition as further described in County's current pleading on file in this case.

   The parties further agree that an Agreed Special Commissioners Award ("Award") in this amount shall be entered by the appointed commissioners at a hearing on December 20, 2021.

2. It is agreed that neither County nor Barr will file objections to the Award of Special Commissioners in this cause so long as the County deposits the full Award amount within fourteen (14) days following the entry of the Award.

If this letter correctly sets forth the terms of our agreement and the settlement reached between the County and Barr, please so indicate by having the appropriate persons execute this letter in the space indicated below. As we discussed, if you will contact me when this letter has been signed by the owners below, we can arrange for pickup at your convenience and submitted for formal approval by the County.

Very truly yours,



Mylan W. Shaunfield
Sheets & Crossfield, PLLC
Attorneys for County

[signature pages follow]

AGREED AND ACCEPTED:

Charles R. Barr
Charles R. Barr

Date: 12/7/21

Rosa M. Barr
Rosa Barr

Date: 12/7/21

Clyde G. Barr
Clyde Barr

Date: 12-7-21

Diane Barr
Diane Barr

Date: 12/07/21

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Commissioners Court - Regular Session **51.**

Meeting Date: 12/14/2021

CR 111 Jonah Waterline Easement 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 letter agreement with Robert and Deanna Thompson for a Jonah Waterline Easement needed on the CR 111 project (Parcel 31A-E). Funding Source: Road Bonds P213

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Thompson Letter Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 10:34 AM
Form Started By: Charlie Crossfield		Started On: 12/09/2021 10:04 AM
Final Approval Date: 12/09/2021		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

lisa@scrrlaw.com

December 3, 2021

Robert & Deanna Thompson
725 CR 105 Spur
Hutto, Texas 78634

Re: Williamson County—Westinghouse Road/CR111
Jonah SUD waterline easement
Parcel No.: 31A-E

Dear Mr. & Mrs. Thompson:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a waterline easement interest in and across portions of your property ("Owner") as part of Williamson County's ("County") proposed CR 111 roadway improvements and related appurtenances and utility adjustments ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged waterline easement ("Easement") in and across that certain parcel of land totaling ~~495~~ 252 SF, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **$1,000.00** in good funds.

2. If requested by County, the Closing and completion of this transaction shall take place at Texas National Title ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County or the easement Grantee in completion of this transaction. County shall be responsible for all typical closing fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company, at no cost to owner, with any curative measures or mortgage lien consent or subordination required as a condition of the Closing.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated below and return it to me, and we will have this approved and signed by the County and process this for Closing and payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Lisa Dworaczyk

Lisa Dworaczyk
Sheets & Crossfield, PLLC

AGREED:

Robert R. Thompson

Robert R. Thompson

Date: 12-3-2021

Deanna R. Thompson

Deanna R. Thompson

Date: 12-3-2021

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

ROBERT R. THOMPSON and DEANNA R. THOMPSON ("Grantor", whether one or more), for 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 and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across that certian495 square foot tract of land, being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following:

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 3rd day of December, 2021.

[signature page follows]

GRANTORS:

By: Robert R Thompson
ROBERT R. THOMPSON

By: Deanna R Thompson
DEANNA R. THOMPSON

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 3rd day of December, 2021, by Robert and Deanna Thompson, in the capacity and for the purposes and consideration recited herein.

DEBORAH EVERETT
Notary Public, State of Texas
Comm. Expires 10-26-2025
Notary ID 3458831

Deborah Everett
Notary Public, State of Texas
Printed Name: DEBORAH Everett
My Commission Expires: 10-26-2025

Parcel 31A-WE-P2
256 Sq Ft Easement
John McQueen Survey, A- 426
Williamson County, Texas

DESCRIPTION OF EASEMENT

DESCRIPTION OF A 256 SQ FT TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN CALLED 6.60 ACRE TRACT OF LAND CONVEYED TO ROBERT R. THOMPSON AND WIFE, DEANNA R. THOMPSON, BY GENERAL WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 1999055611, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPR), SAID 256 SQ FT TRACT OF LAND BEING SURVEYED ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the north right-of-way line of County Road 111, a variable width right-of-way, no dedication found to date, at the southeast corner of a called 36.63 acre tract of land conveyed in a General Warranty Deed with Vendor's Lien to Richard A. Silva, and wife Karen L. Thompson-Silva of record in Document Number 9724044, OPR and the southwest corner of said 6.60 acre tract of land, for the southwest corner of the herein described tract;

THENCE, North 21°18'57" West, with the east line of said 36.63 acre tract and the west line of said 6.60 acre tract, a distance of 15.00 feet, to a point for the northwest corner of the herein described tract;

THENCE, over and across said 6.60 acre tract the following two (2) courses and distances:

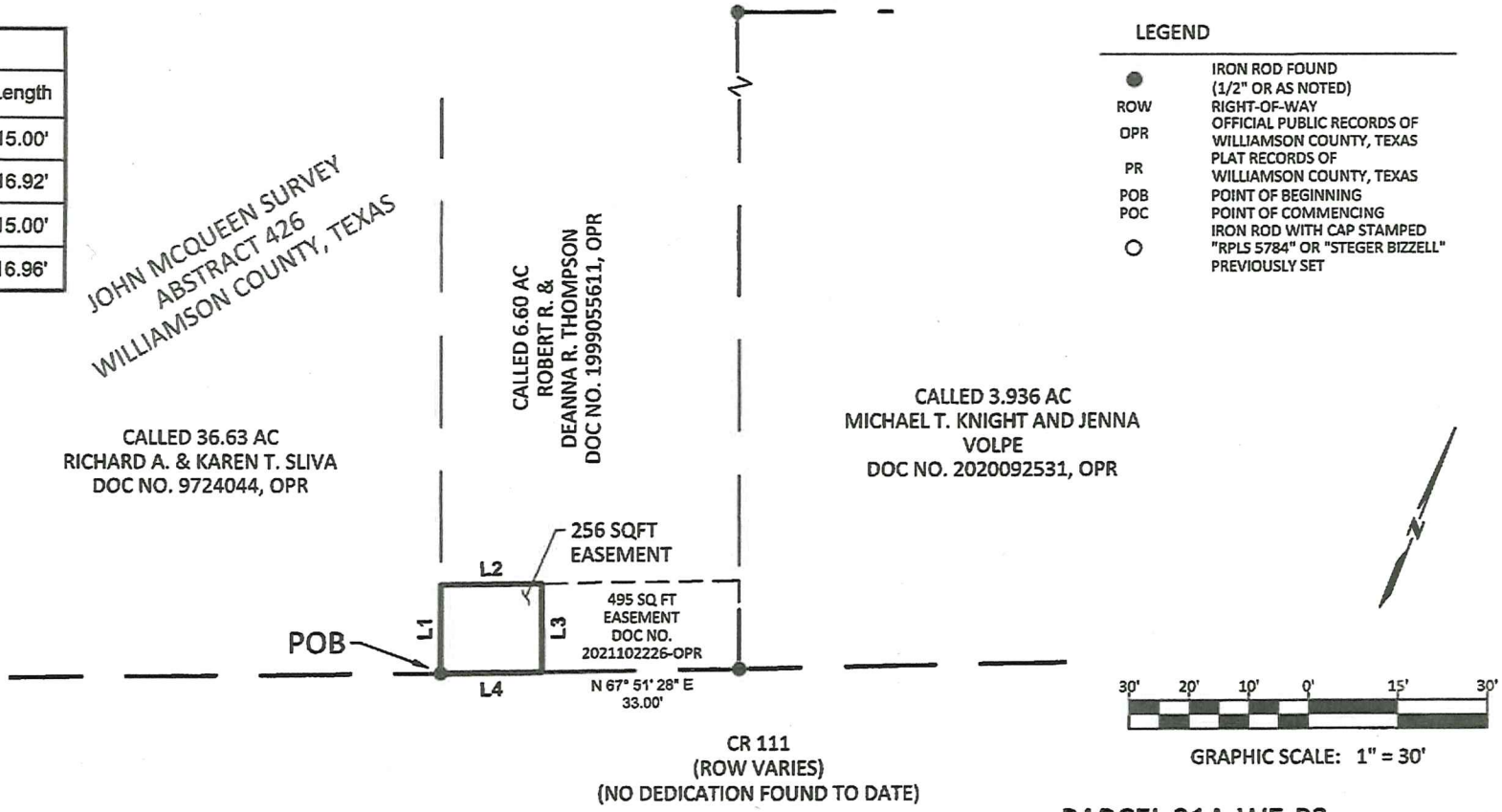
1. North 67°51'28" East, a distance of 16.92 feet, to a point for the northwest corner of that certain called 495 square foot easement of record in Document Number 2021102226, OPR and for the northeast corner of the herein described tract; and

2. South 21°30'05" East, with the west line of said 495 square foot easement, a distance of 15.00 feet, to a point on the north right-of-way line of said CR 111 for the southwest corner of said 495 square foot easement and for the southeast corner of the herein described tract, from which point a 1/2 inch iron rod found for the southwest corner of called 3.936 acre tract of land being conveyed to Michael T. Knight and Jenna Volpe, by General Warranty Deed With Vendor's Lien In Favor Of Third Party Of Record in Document Number 2020092531, of said Official Public Records Of Williamson County, Texas and the southern most

MAC
11/24/2021

STEGER BIZZELL
1978 S. Austin Ave
Georgetown, TX 78626

Line Table		
Line #	Direction	Length
L1	N 21°18'57" W	15.00'
L2	N 67°51'28" E	16.92'
L3	S 21°30'05" E	15.00'
L4	S 67°51'28" W	16.96'



THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STEGER BIZZELL

11/24/2021

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
3. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

PARCEL 31A-WE-P2

SKETCH TO ACCOMPANY DESCRIPTION OF A 15' WIDE EASEMENT OUT OF CALLED 6.60 AC TRACT CONVEYED TO ROBERT R. & DEANNA R. THOMPSON BY DOCUMENT NO. 1999055611, OPR WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL

ADDRESS	1978 S. AUSTIN AVENUE		GEORGETOWN, TX 78626
METRO	512.930.9412	TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700	WEB STEGERBIZZELL.COM
SERVICES	>>ENGINEERS >>PLANNERS >>SURVEYORS		

DATE 11-22-2021 JOB NO. 22009

P:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\CAD\WSUD EASEMENTS\22009-ESMT-JWSUD-PARCEL 31A WE-P2.DWG, Layout1, 11/24/2021 11:22:03 AM

southeast corner of said 6.60 acre tract, bears North 67°51'28" East, a distance of 33.00 feet;

THENCE, South 67°51'28" West, with the north right-of-way line of said CR 111 and the south line of said 6.60 acre tract, a distance of 16.96 feet to the **POINT OF BEGINNING**, and containing 256 square feet of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

The subject tract is an easement, monuments were not set for corners.

I certify that this description was prepared from a survey made on the ground in October, 2016, to October, 2020, under my supervision

Steger & Bizzell Engineering Inc.

11/24/2021

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

P:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\Descriptions\DESCRIPTION OF ESMT PARCEL 31A-WE-P2.docx

Commissioners Court - Regular Session **52.**

Meeting Date: 12/14/2021

CR 111 Letter Agreement for Jonah WL Easement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a letter agreement with Joseph Buckler for a Jonah Waterline Easement needed on the CR 111 project (Parcel 30E). Funding Source: Road Bonds P213

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Buckler Letter Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 10:35 AM
Form Started By: Charlie Crossfield		Started On: 12/09/2021 10:10 AM
Final Approval Date: 12/09/2021		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

lisa@scrrlaw.com

December 3, 2021

Joseph & Jessica Buckler
701 County Road 105
Hutto, Texas 78634

Re: Williamson County—Westinghouse Road/CR111
Jonah SUD waterline easement
Parcel No.: 30-E

Dear Mr. & Mrs. Buckler:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a waterline easement interest in and across portions of your property ("Owner") as part of Williamson County's ("County") proposed CR 111 roadway improvements and related appurtenances and utility adjustments ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged waterline easement ("Easement") in and across that certain parcel of land totaling 3,776 SF, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **$978.00** in good funds.

2. If requested by County, the Closing and completion of this transaction shall take place at Texas National Title ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County or the easement Grantee in completion of this transaction. County shall be responsible for all typical closing fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company, at no cost to owner, with any curative measures or mortgage lien consent or subordination required as a condition of the Closing.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated below and return it to me, and we will have this approved and signed by the County and process this for Closing and payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Lisa Dworaczyk

Lisa Dworaczyk
Sheets & Crossfield, PLLC

AGREED:

Joseph Leonard Buckler

Date: 12-6-2021

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

WATERLINE EASEMENT

County Road 111/Westinghouse

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

JOSEPH LEONARD BUCKLER ("Grantor), for 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 and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across that certain 3,776 square foot tract of land, being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: N/A

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 6th day of December, 2021.

[signature pages follow]

GRANTORS:

By: _____
JOSEPH LEONARD BUCKLER

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 6th day of December, 2021, by Joseph Leonard Buckler, in the capacity and for the purposes and consideration recited herein.

DEBORAH EVERETT
Notary Public, State of Texas
Comm. Expires 10-26-2025
Notary ID 3458831

Deborah Everett
Notary Public, State of Texas
Printed Name: DEBORAH Everett
My Commission Expires: 10-26-2025

Exhibit "A"

Parcel 30-E
3776 Sq Ft Easement
John McQueen Survey
Abstract No. 426
Williamson County, Texas

PARCEL 30 EASEMENT

DESCRIPTION OF A 3776 SQUARE FOOT TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN CALLED 6.621 ACRE TRACT OF LAND CONVEYED TO JOSEPH LEONARD BUCKLER BY SPECIAL WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2020019342, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 6.621 ACRE TRACT OF LAND BEING DESCRIBED AS THE REMAINDER OF A CALLED 8.67 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2005058454, SAID OFFICIAL PUBLIC RECORDS, SAID 3772 SQUARE FOOT TRACT OF LAND BEING SURVEYED ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set in the south right-of-way line of County Road 105 Spur, a variable width roadway, no dedication found to date, same line being the north line of said 6.621 acre tract of land and same line being the north line of said 8.67 acre tract of land, for the northwest corner of that certain called 2.049 acre tract of land conveyed to Williamson County by Deed of record in Document No. 2019114083, of said Official Public Records, for the northwest corner of the herein described tract;

THENCE, with the west line of said 2.049 acre tract, over and across said 8.67 acre tract, the following four (4) courses and distances:

1. **North 74°11'18" East**, a distance of **118.83 feet**, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set;

2. with a non-tangent curve to the right an arc distance of 82.15 feet, having a radius of 130.00 feet, a central angle of 036°12'17", and a **chord that bears North 86°48'36" East**, a **chord distance of 80.79 feet**, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" or "RPLS 5784" previously set for the northeast corner of the herein described tract;

3. **South 18°57'21" East**, a distance of **58.12 feet**, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" or "RPLS 5784" previously set for the southeast corner of the herein described tract;

4. with a non-tangent curve to the left an arc distance of 18.14 feet, having a radius of 1568.00 feet, a central angle of 000°39'46", and a **chord that bears South 36°50'40" West**, a **chord distance of 18.14 feet**, to a point for the southernmost southwest corner of the herein described tract;

MAC 10/27/2020

STEGER BIZZELL
1978 S. Austin Ave
Georgetown, TX 78626

Parcel 30-E
3776 Sq Ft Easement
John McQueen Survey
Abstract No. 426
Williamson County, Texas

THENCE, departing the west line of said 2.049 acre tract of land, over and across said 8.67 acre tract, the following four (4) courses and distances:

1. **North 18°57'21" West,** a distance of **60.00 feet,** to a point;

2. with a non-tangent curve to the left an arc distance of 65.54 feet, having a radius of 115.00 feet, a central angle of 032°39'11", and a **chord that bears South 84°41'14" West,** a **chord distance of 64.66 feet,** to a point;

3. **South 74°11'18" West,** a distance of **118.81 feet,** to a point for the westernmost southwest corner of the herein described tract;

4. **North 18°42'51" West,** a distance of **15.02 feet,** to the **POINT OF BEGINNING,** and containing 3776 square feet of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

The subject tract is an easement, monuments were not set for corners.

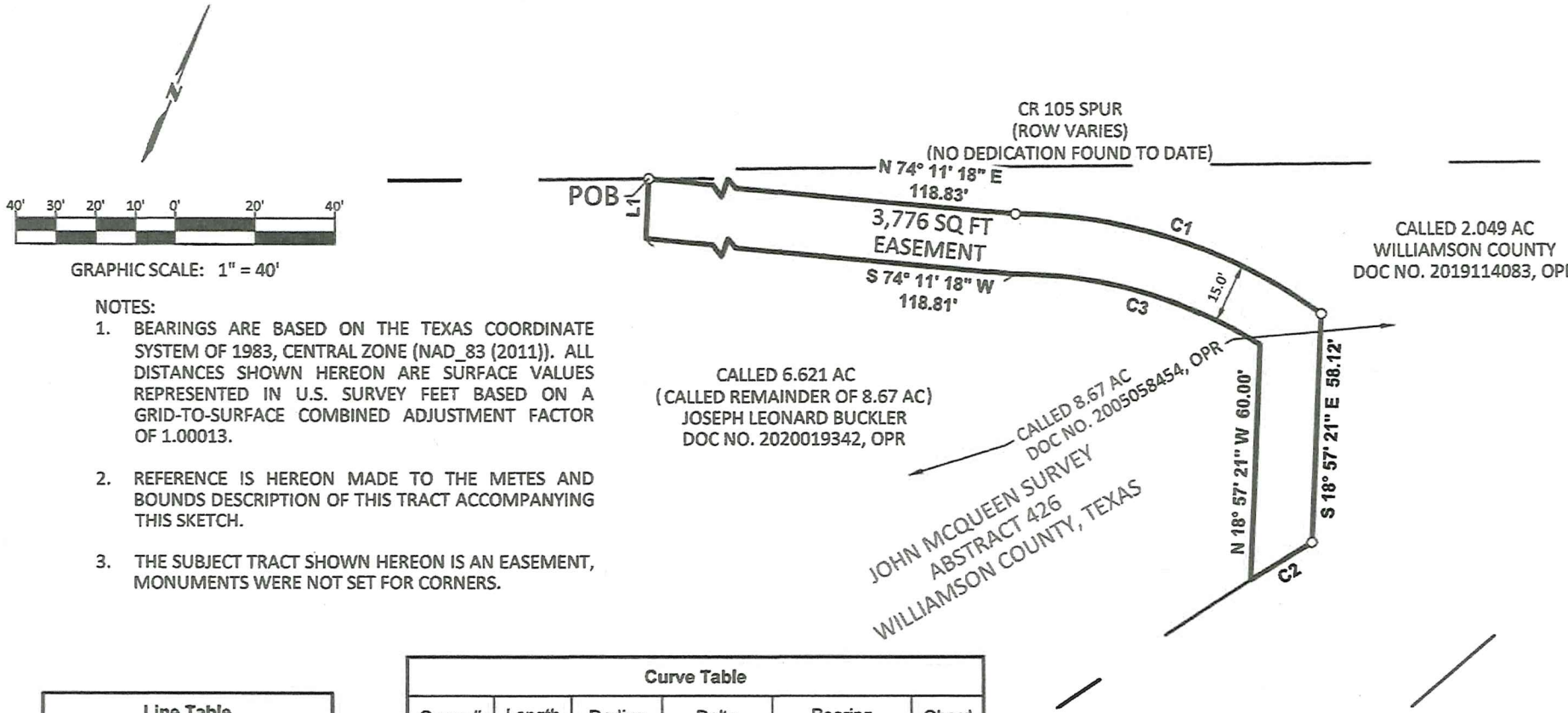
I certify that this description was prepared from a survey made on the ground in October 2016 to October 2020, under my supervision.

Steger & Bizzell Engineering Inc.

10/27/2020

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

P:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\Descriptions\DESCRIPTION OF ESMT PARCEL 30.docx



NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
3. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

Line Table		
Line #	Direction	Length
L1	N 18°42'51" W	15.02'

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	82.15'	130.00'	036°12'17"	N 86°48'36" E	80.79'
C2	18.14'	1568.00'	000°39'46"	S 36°50'40" W	18.14'
C3	65.54'	115.00'	032°39'11"	S 84°41'14" W	64.66'

LEGEND

●	IRON ROD FOUND (1/2" OR AS NOTED)
ROW	RIGHT-OF-WAY
OPR	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PR	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
○	1/2" IRON ROD WITH CAP STAMPED "RPLS 5784" OR "STEGER BIZZELL" PREVIOUSLY SET

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STEGER BIZZELL

10/27/2020

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

PARCEL 30-E

SKETCH TO ACCOMPANY DESCRIPTION OF A 3776 SQ FT EASEMENT OUT OF A CALLED 6.621 ACRE TRACT OUT OF THE JOHN MCQUEEN SURVEY, A-426 WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL

ADDRESS: 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
METRO 512.930.9412 | TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700 | WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

DATE 10-09-2020 JOB NO. 22009

P:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\CAD\WSUD EASEMENTS\22009-ESMT-JWSUD-PARCEL 30.dwg

Commissioners Court - Regular Session **53.**

Meeting Date: 12/14/2021

SE Loop Segment 3 Letter 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 letter agreement with Morris Wayne Krueger and Michael Ray Krueger for a Flint Hills replacement gas easement needed on the SE Loop Segment 3 project (Parcel 67GE). Funding Source: Road Bonds P332

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Krueger Letter Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 10:36 AM
Form Started By: Charlie Crossfield		Started On: 12/09/2021 10:12 AM
Final Approval Date: 12/09/2021		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

November 8, 2021

Leland@enochslawfirm.com
Morris Wayne Krueger and Michael Ray Krueger
c/o Leland Enochs
700 North Main Street
Taylor, Texas 76574

Re: Williamson County—Southeast Loop Ph.3
Flint Hills Resources replacement gas easement
Parcel No.: 67GE

Dear Leland:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a pipeline easement to Flint Hills Resources Corpus Christi, LLC ("FHR") in and across a portion of the Krueger property ("Owner") as part of Williamson County's ("County") proposed improvements to Southeast Loop/Corridor A1 and related utility adjustments ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to FHR of a fully executed and acknowledged amendment to pipeline easement right of way grant ("Easement") in and to 1.015 acre (44,233 SF) of land, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **$97,320.00** in cash or other good funds.

2. If requested by County, the Closing and completion of this transaction shall take place at a title company of County's choice ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to Jonah in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any

curative measures or mortgage lien consent or subordination required as a condition of the Closing.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs
Sheets & Crossfield, PLLC

AGREED:

Morris Wayne Krueger

Morris Wayne Krueger

Date: 11-15-21

Michael Ray Krueger

Michael Ray Krueger

Date: 11/10/2021

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

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 MORRIS WAYNE KRUEGER and MICHAEL RAY KRUEGER ("***Grantor***"), and FLINT HILLS RESOURCES CORPUS CHRISTI, LLC, a Delaware limited liability company ("***Grantee***").

Existing Easement Recitals ("Easement"):

1. Easement granted by Morris Wayne Krueger and Michael Ray Krueger to the Koch Refining Company by instrument recorded in Volume 1850, Page 74, Document No. 1989035390, Official Records of Williamson County, Texas.

2. Easement granted by Morris Wayne Krueger and Michael Ray Krueger to Koch Refining Company by instrument recorded in Volume 1792, Page 148, Official Records of Williamson County, Texas.

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 1.015 acre (44,233 square foot) 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:

_____

MORRIS WAYNE KRUEGER

STATE OF TEXAS §
§
COUNTY OF _____ §

Subscribed and sworn to before me this _____ day of _____, 2021, by Morris Wayne Krueger, in the capacity and for the purposes and consideration recited herein.

_____

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

GRANTOR:

_____

MICHAEL RAY KRUEGER

STATE OF TEXAS §
§
COUNTY OF _____ §

Subscribed and sworn to before me this _____ day of _____, 2021, by Michael Ray Krueger, 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: _____

JOINDER AND CONSENT OF LIENHOLDER TO PIPELINE EASEMENT AMENDMENT

CITY NATIONAL BANK, as Beneficiary under Deeds of Trust executed by Morris Wayne Krueger and wife, Mary Ellen Krueger to Andrew D. Littlejohn, Trustee, recorded in Document Nos. 2013023089 and 2013023090, and being further affected by Modification recorded in Document No. 2018008941, and as further affected by Modifications recorded in Document Nos. 2014017610, 2015021155, 2016020534, 2017026153, 2018008942, 2019008743, 2020013285 and 2021088480 of the Official Records of Williamson County, Texas (the "Grantor Security Documents") that create liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this amendment to pipeline easement right of way grant ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

CITY NATIONAL BANK

By:_____

Name:_____

Title:_____

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2021, by _____, the _____of City National Bank, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.

_____

Notary Public in and for the State of Texas

A

EXHIBIT___
PROPERTY DESCRIPTION FOR PARCEL 67 – G.E.

DESCRIPTION OF A 1.015 ACRE (44,233 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 80 ACRE TRACT OF LAND (FOURTH TRACT) DESCRIBED IN DEED OF GIFT TO MORRIS WAYNE KRUEGER AND MICHAEL RAY KRUEGER RECORDED IN VOLUME 656, PAGE 142 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.015 ACRE (44,233 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point (Grid Coordinates determined as N=10,169,234.48, E=3,192,369.91 TxSPC Zone 4203) in the existing southerly ROW line of County Road (C.R.) 132 (50' ROW width per Volume 347, Page 145, Tract 1), same being in the northerly boundary line of said 80 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, with said common boundary/ROW line, **S 82°41'16" E,** for a distance of **25.00** feet to a calculated point, being the northwesterly corner of a proposed 20.00 foot wide waterline easement, for the northeasterly corner of the herein described parcel, and from which, an iron rod with aluminum cap stamped "ROW 4933" set in the proposed westerly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW) bears with said common boundary/ROW line S 82°41'16" E, at a distance of 20.00 feet;

2) **THENCE**, departing said existing southerly ROW line, with the westerly line of said proposed waterline easement, through the interior of said 80 acre tract, **S 07°39'47" W,** for a distance of **1,769.34** feet to a calculated point in the southerly boundary line of said 80 acre tract, same being the northerly boundary line of the remainder of that called 64.814 acre tract of land described in Warranty Deed to FM 3349 Holdings, LLC recorded in Document No. 2006048396 of the Official Public Records of Williamson County, Texas, also being the southwesterly corner of said proposed waterline easement, for the calculated southeasterly corner of the herein described parcel, and from which, an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line of F.M. 3349 bears, with said common boundary line, S 82°46'43" E, at a distance of 20.00 feet;

3) **THENCE,** departing said proposed waterline easement, with said southerly boundary line of said 80 acre tract, same being said northerly boundary line of the remainder of the 64.814 acre tract, **N 82°46'43" W,** for a distance of **25.00** feet to the calculated southwesterly corner of the herein described parcel;

4) **THENCE**, departing said remainder of the 64.814 acre tract, through the interior of said 80 acre tract, **N 07°39'47" E,** for a distance of **1,769.38** feet to the **POINT OF BEGINNING**, containing 1.015 acre, (44,233 square feet) of land, more or less.

NOTE: There is also a 50 foot wide Temporary Construction Easement (T.C.E.) parallel with and westerly of Call 4 of the above description, as depicted on the accompanying Parcel Plat.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 9 Nov 2021
Date

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
S:/_ HDR-PROJECTS/FM 3349 OVERPASS/PARCELS/PARCEL 67–KRUEGER-GAS EASE.doc

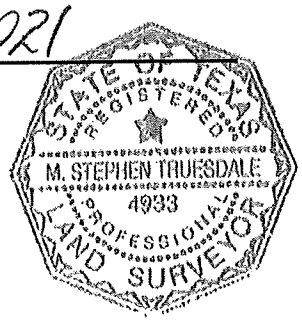
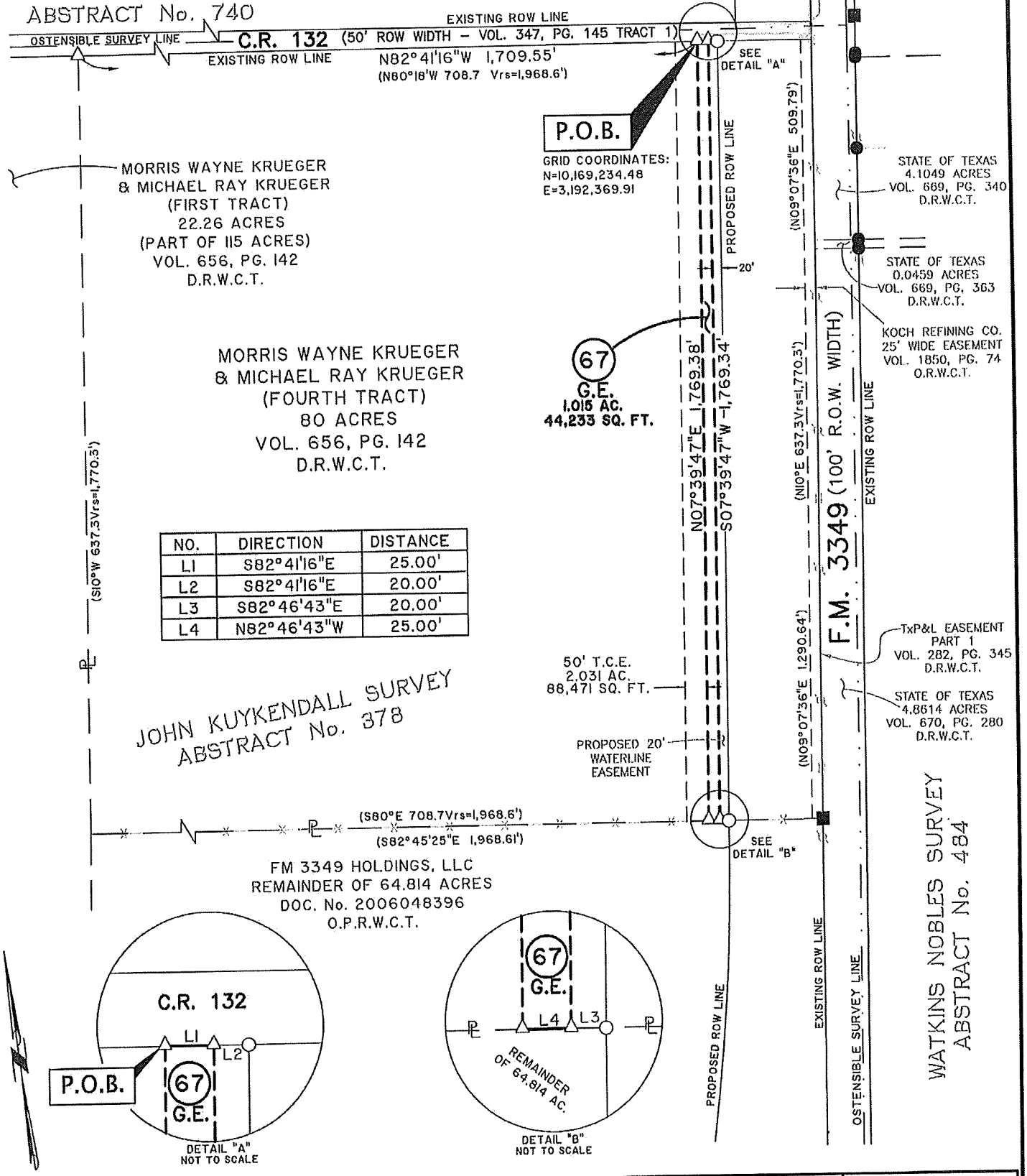


EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

06/25/2021

THOMAS B. LEE SURVEY
ABSTRACT No. 740



NO.	DIRECTION	DISTANCE
L1	S82°41'16"E	25.00'
L2	S82°41'16"E	20.00'
L3	S82°46'43"E	20.00'
L4	N82°46'43"W	25.00'

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
MORRIS WAYNE KRUEGER
& MICHAEL RAY KRUEGER

PARCEL 67
G.E.

SCALE
1" = 300'

WILLIAMSON COUNTY

PROJECT
FM 3349

S:\...HDR-PROJECTS\FM 3349 OVERPASS\PARCELS\PARCEL 67-KRUEGER\DGN\PARCEL 67-GE.dwg

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

06/25/2021

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	P.O.B.	POINT OF BEGINNING
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP		

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. 2056183-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 5, 2020, ISSUE DATE OCTOBER 14 2020.

10G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 345, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 288, PAGE 33, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 454, PAGE 696, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 597, PAGE 987, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 597, PAGE 992, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 597, PAGE 993, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BY ITS DESCRIPTION CAN NOT BE LOCATED.

M. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1539, PAGE 193, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, BY ITS DESCRIPTION CAN NOT BE LOCATED.

N. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 148, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1850, PAGE 74, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

P. RESOLUTION NO. R-19-09-05-9F RECORDED IN DOCUMENT NO. 2019085045, 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 9 July 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
MORRIS WAYNE KRUEGER
& MICHAEL RAY KRUEGER

PARCEL 67
G.E.

SCALE		PROJECT	
1" = 300'	WILLIAMSON COUNTY	FM 3349	PAGE 3 OF 3

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 67-KRUEGER\GE\PARCEL 67-GE.dwg

Commissioners Court - Regular Session **54.**

Meeting Date: 12/14/2021

SE Loop Segment 3 Letter 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 letter agreement with Michael Ray Krueger for a Flint Hills replacement gas easement needed on the SE Loop Segment 3 project (Parcel 71GE). Funding Source: Road Bonds P332

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Krueger Letter Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 10:36 AM
Form Started By: Charlie Crossfield		Started On: 12/09/2021 10:15 AM
Final Approval Date: 12/09/2021		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

November 8, 2021

Leland@enochslawfirm.com
Michael Ray Krueger
c/o Leland Enochs
700 North Main Street
Taylor, Texas 76574

Re: Williamson County—Southeast Loop Ph.3
Flint Hills Resources replacement gas easement
Parcel No.: 71GE

Dear Leland:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a pipeline easement to Flint Hills Resources Corpus Christi, LLC ("FHR") in and across a portion of the Krueger property ("Owner") as part of Williamson County's ("County") proposed improvements to Southeast Loop/Corridor A1 and related utility adjustments ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to FHR of a fully executed and acknowledged amendment to pipeline easement right of way grant ("Easement") in and to 0.480 acre (20,925 SF) of land, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **$46,837.50** in cash or other good funds.

2. If requested by County, the Closing and completion of this transaction shall take place at a title company of County's choice ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to Jonah in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any

curative measures or mortgage lien consent or subordination required as a condition of the Closing.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs
Sheets & Crossfield, PLLC

AGREED:

Michael Ray Krueger

Michael Ray Krueger

Date: 11/10/2021

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

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 MICHAEL RAY KRUEGER ("***Grantor***"), and FLINT HILLS RESOURCES CORPUS CHRISTI, LLC, a Delaware limited liability company ("***Grantee***").

Existing Easement Recitals ("Easement"):

1. Easement granted by Morris Wayne Krueger and Michael Ray Krueger to the Koch Refining Company by instrument recorded in Volume 1850, Page 74, Document No. 1989035390, Official Records of Williamson County, Texas.

2. Easement granted by Morris Wayne Krueger and Michael Ray Krueger to Koch Refining Company by instrument recorded in Volume 1792, Page 148, Official Records of Williamson County, Texas.

3. Easement granted by Marvin Krueger and wife, Lucia Nell Krueger to Koch Refining Company by instrument recorded in Volume 1850, Page 063, Official Records of Williamson County, Texas.

4. 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 0.480 acre (20,925 square foot) 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 **(Parcel 71GE).**

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:

_____
MICHAEL RAY KRUEGER

STATE OF TEXAS §
§
COUNTY OF _____ §

Subscribed and sworn to before me this _____ day of _____, 2021, by Michael Ray Krueger, 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: _____

County: Williamson
Parcel: 71 – G.E.
Project: FM 3349

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 71 – G.E.

DESCRIPTION OF A 0.480 ACRE (20,925 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE THOMAS B. LEE SURVEY, ABSTRACT NO. 740 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 60.87 ACRE TRACT OF LAND DESCRIBED IN GIFT DEED TO MICHAEL RAY KRUEGER RECORDED IN DOCUMENT NO. 2012042162 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.480 ACRE (20,925 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point (Grid Coordinates determined as N=10,170,110.30, E=3,192,512.97 TxSPC Zone 4203) in the northerly boundary line of said 60.87 acre tract, same being in the southerly boundary line of the remainder of that called 75 acre tract of land (Parcel Number One, Third Tract) described in Executor's Deed to Cynthia D. Krueger recorded in Document No. 2015046325 of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of a proposed 20 foot wide waterline easement, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with aluminum cap stamped "ROW 4933" set in the proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), bears with said common boundary line, S 82°41'01" E, at a distance of 20.00 feet;

1) **THENCE,** departing said remainder of the 75 acre tract, through the interior of said 60.87 acre tract, with the westerly line of said proposed 20 foot wide waterline easement, **S 07°39'47" W,** for a distance of **837.02** feet to a calculated point in the southerly boundary line of said 60.87 acre tract, same being the existing northerly ROW line of County Road (C.R.) 132 (50' ROW width per Volume 347, Pg. 145, Tract 1), also being the southwesterly corner of said proposed 20 foot wide waterline easement, for the southeasterly corner of the herein described parcel, and from which, an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line of F. M. 3349 bears, with said common boundary/ROW line, S 82°41'16" E, at a distance of 20.00 feet;

2) **THENCE,** departing said proposed waterline easement, with said southerly boundary line of the 60.87 acre tract, same being said existing northerly ROW line of C.R. 132, **N 82°41'16" W,** for a distance of **25.00** feet to the calculated southwesterly corner of the herein described parcel;

3) **THENCE,** departing said existing northerly ROW line, through the interior of said 60.87 acre tract, **N 07°39'47" E,** for a distance of **837.02** feet to a calculated point in said northerly boundary line of the 60.87 acre tract, same being the southerly boundary line of said remainder of the 75 acre tract, for the northwesterly corner of the herein described parcel;

4) **THENCE,** with said common boundary line, **S 82°41'01" E,** for a distance of **25.00** feet to the **POINT OF BEGINNING,** containing 0.480 acres, (20,925 square feet) of land, more or less.

NOTE: There is also a 50 foot wide Temporary Construction Easement (T.C.E.) parallel and westerly of Call 3 of the above description, as depicted on the accompanying Parcel Plat.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 9 July 2021
Date

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

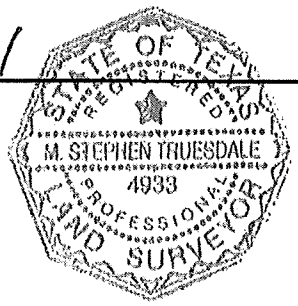
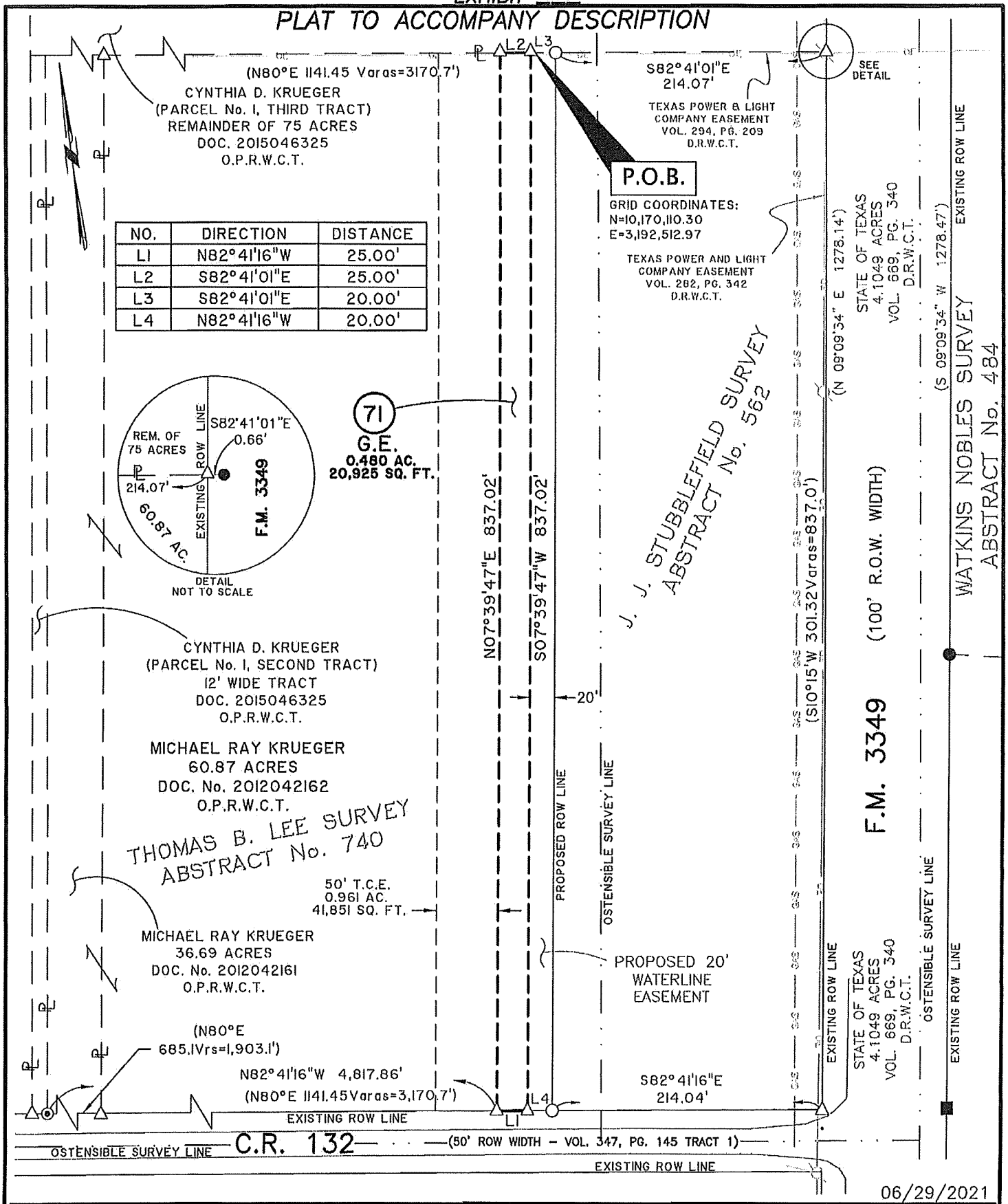


EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION



06/29/2021

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

MICHAEL RAY KRUEGER

SCALE		PROJECT	PARCEL 71 G.E.
1" = 100'	WILLIAMSON COUNTY	FM 3349	PAGE 2 OF 3

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EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	P.O.B.	POINT OF BEGINNING
◎	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
⊙	BOLT FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK		
	DENOTES COMMON OWNERSHIP		

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. 2056194-KFO ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 5, 2020, ISSUE DATE OCTOBER 13, 2020.

10A. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 342, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

B. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 294, PAGE 209, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 599, PAGE 607, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

D. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1430, PAGE 303, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

E. PIPE LINE EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1850, PAGE 63, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS, DOES NOT AFFECT.

F. COMMUNICATIONS SYSTEMS EASEMENT TO CENTRAL TELEPHONE COMPANY OF TEXAS RECORDED IN DOCUMENT NO. 2005004323, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS, DOES NOT AFFECT.

G. NOTICE REGARDING RESOLUTION NO. R-19-09-05-9H RECORDED IN DOCUMENT NO. 2019085043, 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 9 Dec 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

06/29/2021

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
MICHAEL RAY KRUEGER

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	FM 3349

PARCEL 71
G.E.
PAGE 3 OF 3

S:_HDR-PROJECTS\FM3349_OVERPASS\PARCELS\PARCEL_71_KRUEGER\GAS\PARCEL_71_GE.dwg

Commissioners Court - Regular Session **55.**

Meeting Date: 12/14/2021

Roadway Closure Order

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider authorizing the County Judge to execute an Order closing portions of CR 401 and CR 404, within the Samsung property.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Roadway Closing Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 10:37 AM
Form Started By: Charlie Crossfield		Started On: 12/09/2021 10:17 AM
Final Approval Date: 12/09/2021		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ROADWAY CLOSURE ORDER

AN ORDER OF WILLIAMSON COUNTY, TEXAS, FINDING THAT PORTIONS OF CR 401 AND CR 404 ARE NOT NECESSARY FOR PUBLIC USE AS A THOROUGHFARE; PROVIDING FOR THE VACATION, ABANDONMENT AND CLOSURE OF THE ROADWAYS; AND RELEASING ANY AND ALL PUBLIC RIGHTS, TITLE, AND INTEREST.

WHEREAS, pursuant to Chapter 251.058 of the Texas Transportation Code, the County has the authority to vacate, abandon, and close roadways within the County; and

WHEREAS, within the County there are portions of CR 401 and CR 404 described in more detail in Exhibit A, (hereafter referred to as the "Right-of-Way"); and

WHEREAS, in a sworn petition dated December 9, 2021, Samsung Austin Semiconductor, LLC has requested that the Right-of-Way be vacated; and

WHEREAS, the Commissioners Court has determined that the Right-of-Way is not necessary as a public thoroughfare and has no other public use; and

WHEREAS, the Commissioners Court finds that vacating the Right-of-Way would have no adverse effect on adjacent properties; and

WHEREAS, the Commissioners Court has determined that it is in the best interest of the County to vacate, abandon, and close the Right-of-Way; and

NOW THEREFORE, be it ordered by the Commissioners Court of Williamson County, Texas:

1. **Finding of Fact**: That the foregoing recitals are incorporated into this Order by reference as findings of fact as if set forth herein at length.

2. **Right-of-Way Closure**: The Commissioners Court hereby vacates, abandons, and closes the Right-of-Way which is more particularly described in Exhibit A.

3. **Abandonment of Rights**: The Commissioners Court hereby abandons any and all public rights, title and interest, if any, to the Right-of-Way.

4. **Land Records**: The Commissioners Court hereby authorizes and instructs a signed and sealed copy of this Order to be recorded in the Official Records of Williamson County, Texas.

5. **Severability**: If any word, article, phrase, paragraph, sentence, clause, or provision of this Order shall be adjusted by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Order which can be given effect without the invalid provision, and to this end the provision of this Order is declared to be severable.

6. **Effective Date**: This Order shall take effect immediately from and after the date of this Order.

7. **Underlying Property Owner**. Pursuant to Section 251.058 of the Texas Transportation Code, Samsung Austin Semiconductor, LLC is the underlying property owner receiving this conveyance.

8. **Proper Notice & Open Meeting**: It is hereby officially found and determined that the meeting at which this Order was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED & APPROVED, this the _____ day of _____, 202___, by a majority vote of the Commissioners Court of Williamson County, Texas.

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravel, County Judge

ATTEST:

_____
Nancy Rister, County Clerk

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned notary public, personally appeared Bill Gravel, County Judge for Williamson County, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

_____
Notary Public, State of Texas

DESCRIPTION

A 15.29 Acre (666,211 Square Feet), tract of land, lying within the Benjamin J. Tyler Survey Abstract 631, the Lucius A Tyler Survey Abstract 632, the Thomas B Lee Survey Abstract 800, the Watkins Nobles Survey Abstract 484, the H.T.&B.R.R.Co Survey Abstract 318, the GW Tyler Survey Abstract 636, the George N Tyler Survey Abstract 634 and the H.T.&B.R.R.Co. Survey, Abstract 315, Williamson County, Texas, and being a portion of County Road 401 and County Road 404 as occupied and maintained by Williamson County Texas, as shown on Page 4 of 5, described As Follows:

BEGINNING, at a 1/2" iron rod found on the eastern right of way line of County Road 401 (right of way varies), being the northwestern corner of a called 8.43 acre tract, conveyed to Russel Ripple in Volume 1745, Page 154, Deed Records of Williamson County, Texas, the southwestern corner of a called 48.100 acre tract, conveyed to Laurice Marie Bush in Document No. 2018101419, Official Public Records of Williamson County, Texas, for the **POINT OF BEGINNING** of the herein described tract;

THENCE, with the eastern right of way line of County Road 401 and also being the western line of said 8.43 acre tract, S 07° 18' 23" W, a distance of 482.83 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set, for the southwestern corner of said 8.43 acre tract and also being an ell corner of a called 79.49 acre tract, (Tract 2 - Tract 2) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas;

THENCE, with the eastern right of way line of County Road 401 and also being the western line of said 79.49 acre tract, S 07° 06' 15" W, a distance of 1524.62 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set, for the southwestern corner of said 79.49 acre tract and also being the northwestern corner of a called 0.86 acre tract, (Tract 2) conveyed to Prophet Capital Management, LTD. in Document No. 2019032467, Official Public Records of Williamson County, Texas;

THENCE, with the eastern right of way line of County Road 401 and also being the western line of said 0.86 acre tract, S 09° 41' 07" W, a distance of 19.59 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set, for the southwestern corner of said 0.86 acre tract and also being the northwestern corner of the remainder of a called 149.15 acre tract, (Tract 5) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas;

THENCE, with the eastern right of way line of County Road 401 and also being the western line of said remainder of 149.15 acre tract, S 07° 49' 01" W, a distance of 2491.60 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for an ell corner of said remainder of 149.15 acre tract and also being the northwestern corner of a called 5.300 acre tract, conveyed to Christopher H. Fritz and wife, Trina Renee Fritz in Document No. 2020002212, Official Public Records of Williamson County, Texas;

THENCE, with the eastern right of way line of County Road 401 and also being the western line of said remainder of 5.300 acre tract, S 07° 49' 01" W, a distance of 352.00 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found for the southwestern corner of said 5.300 acre tract and also being on the northern right of way line of County Road 404 (right of way varies);

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 5.300 acre tract, S 82° 10' 59" E, a distance of 655.87 feet to a 1/2" iron rod found for the southeastern corner of said 5.300 acre tract and also being an ell corner of said remainder of 149.15 acre tract;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said remainder of 149.15 acre tract, S 82° 10' 59" E, a distance of 874.15 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found for an ell corner of said remainder of 149.15 acre tract and also being the southwestern corner of a called 2.000 acre tract, conveyed to Bethany Fritz Grissom and husband, Russell Lane Grissom in Document No. 2015010250, Official Public Records of Williamson County, Texas;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 2.000 acre tract, S 82° 10' 59" E, a distance of 619.59 feet to a 1/2" iron rod found for the southeastern corner of said 2.000 acre tract and also being an ell corner of said remainder of 149.15 acre tract;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said remainder of 149.15 acre tract, S 82° 10' 59" E, a distance of 117.38 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the southeastern corner of said remainder of 149.15 acre tract and also being the southwestern corner of the remainder of a called 75 acre tract, conveyed to Tony Daniel Michalik in Volume 440, Page 579, Deed Records of Williamson County, Texas;

THENCE, over and across said County Road 404, S 07° 48' 15" W, a distance of 65.26 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set on the southern right of way line of County Road 404 and also being on the northern line of the remainder of a called 100.718 acre tract, (Tract II) conveyed to Wallin Farm & Ranch Partnership. Ltd. in Document No. 2004043044, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of said remainder of 100.718 acre tract, N 82° 09' 51" W, a distance of 880.85 feet to a fence post found for an ell corner said remainder of 100.718 acre tract and also being the northeastern corner of a called 0.879 acre tract, conveyed to Dennis Lee Carter and wife, Judy Carter in Volume 2309, Page 782, Deed Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of said 0.879 acre tract, N 80° 54' 23" W, a distance of 188.66 feet to a fence post found for the northwestern corner of said 0.879 acre tract and also being the northeastern corner of the remainder of a called 160 acre tract, (Tract 2 - Tract 1) conveyed to Christopher Henry Fritz in Document No. 2017012204, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of said remainder of 160 acre tract, N 82° 11' 33" W, a distance of 1941.14 feet to a 1/2" iron rod found, for the northwestern corner of said remainder of 160 acre tract and also being the northeastern corner of a called 84.81 acre tract conveyed to Larry Gene Hamann in Document No. 2010026596, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of said 84.81 acre tract, the following two (2) courses and distance:

1. N 81° 52' 45" W, a distance of 1365.92 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found;
2. N 82° 10' 07" W, a distance of 718.39 feet to a mag nail on top of fence post found, for the northwestern corner of said 84.81 acre tract and also being the northeastern corner of the remainder of a called 71.19 acre tract conveyed to George F. Kutzschbach in Volume 2442, Page 261, Deed Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of the said remainder of 71.19 acre tract, N 82° 00' 45" W, a distance of 1463.50 feet to a 1/2" iron rod with cap stamped "KC ENG" found;

THENCE, over and across said County Road 404, N 07° 58' 51" E, a distance of 55.72 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set on the northern right of way line of County Road 404 and also being on the southern line of a called 164.685 acre tract, conveyed to The Eugene R. and Judy A. Kanak Living Trust in Document No. 2015101314, Official Public Records of Williamson County, Texas;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 164.685 acre tract, S 82° 01' 09" E, a distance of 1990.31 feet to a 1/2" iron rod found for the southeastern corner of said 164.685 acre tract and also being the southwestern corner of the remainder of a called 62 acre tract, conveyed to Larry Gene Hamann in Document No. 200610445, Official Public Records of Williamson County, Texas;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said remainder of 62 acre tract, S 82° 09' 52" E, a distance of 871.92 feet to a 1/2" iron rod found for the southeastern corner of said remainder of 62 acre tract and also being the southwestern corner of a called 95.260 acre tract, conveyed to Brandon Roznovak and wife, Abby Roznovak in Document No. 2014074516, Official Public Records of Williamson County, Texas;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 95.260 acre tract, S 82° 10' 39" E, a distance of 1359.65 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found for the southeastern corner of said 95.260 acre tract and also being on the western right of way line of County Road 401 (right of way varies);

THENCE, with the western right of way line of County Road 401 and also being the eastern line of said 95.260 acre tract, N 08° 05' 03" E, a distance of 3031.44 feet to a 6" wood post found for the northeastern corner of said 95.260 acre tract and also being the southeastern corner of a called 51.4 acre tract, conveyed to Harvey Bill Hehman and described in Volume 366, Page 282, Deed Records of Williamson County, Texas;

THENCE, with the western right of way line of County Road 401 and also being the eastern line of said 51.4 acre tract, N 07° 34' 17" E, a distance of 990.46 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northeastern corner of said 51.4 acre tract and also being the southeastern corner of a called 79.74 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 2005011333, Official Public Records of Williamson County, Texas;

THENCE, with the western right of way line of County Road 401 and also being the eastern line of said 79.74 acre tract, N 06° 56' 37" E, a distance of 848.18 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;

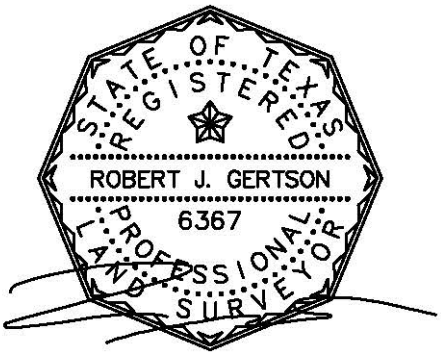
THENCE, over and across said County Road 401, S 82° 28' 11" E, a distance of 49.72 feet to the **POINT OF BEGINNING**.

Containing 15.29 acres or 666,211 square feet, more or less.

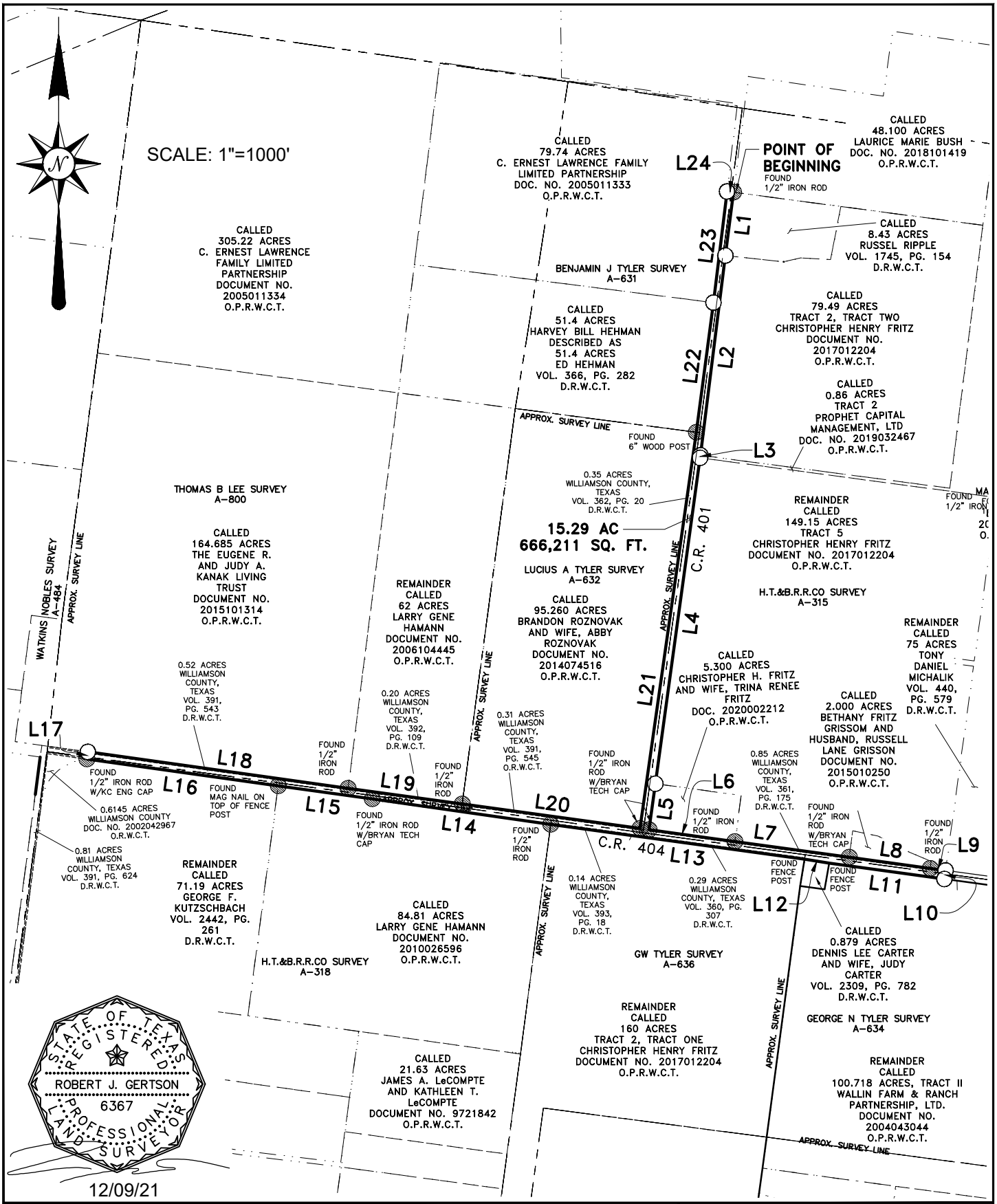
BEARING BASIS NOTE

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

Robert J. Gertson, RPLS
Texas Registration No. 6367
Atwell, LLC
805 Las Cimas Parkway, Suite 310
Austin, Texas 78746
Ph. 512-904-0505
TBPE LS Firm No. 10193726



12/09/2021



STATE OF TEXAS
REGISTERED
ROBERT J. GERTSON
6367
PROFESSIONAL
LAND SURVEYOR

12/09/21

15.29 ACRE
WILLIAMSON COUNTY, TEXAS

DATE:	12/07/21
DRAWN:	AY
CHECKED:	RG
JOB NO.:	21002557

PG. 04 OF 05

ATWELL
www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

k:\21002557\dwg\survey\21002557 vacate cr404&cr401.dwg Savedate:12/9/2021 7:16 AM Plotdate:12/9/2021 7:42 AM

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	S7°18'23"W	482.83'
L2	S7°06'15"W	1524.62'
L3	S9°41'07"W	19.59'
L4	S7°49'01"W	2491.60'
L5	S7°49'01"W	352.00'
L6	S82°10'59"E	655.87'
L7	S82°10'59"E	874.15'
L8	S82°10'59"E	619.59'
L9	S82°10'59"E	117.38'
L10	S7°48'15"W	65.26'
L11	N82°09'51"W	880.85'
L12	N80°54'23"W	188.66'
L13	N82°11'33"W	1941.14'
L14	N81°52'45"W	1365.92'
L15	N82°10'07"W	718.39'
L16	N82°00'45"W	1463.50'
L17	N7°58'51"E	55.72'
L18	S82°01'09"E	1990.31'
L19	S82°09'52"E	871.92'
L20	S82°10'39"E	1359.65'
L21	N8°05'03"E	3031.44'
L22	N7°34'17"E	990.46'
L23	N6°56'37"E	848.18'
L24	S82°28'11"E	49.72'

k:\21002557\dwg\survey\21002557 vacate cr404&cr401.dwg Savedate:12/9/2021 7:16 AM Plotdate:12/9/2021 7:42 AM

15.29 ACRE
WILLIAMSON COUNTY, TEXAS

DATE:	12/07/21
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PG. 05 OF 05

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www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

Commissioners Court - Regular Session **56.**

Meeting Date: 12/14/2021

SE Loop Segment 3 Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Kari A. Raesz, Independent Administrator of the Estate of Cynthia D. Krueger (deceased) for right of way and easements needed on the SE Loop Segment 3 project (Parcel 73). Funding Source: Road Bonds P332

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Krueger Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2021 11:55 AM

Form Started By: Charlie Crossfield Started On: 12/09/2021 11:37 AM

Final Approval Date: 12/09/2021

REAL ESTATE CONTRACT
Southeast Loop/FM3349 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **KARI A. RAESZ, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF CYNTHIA D. KRUEGER, DECEASED** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 1.949 acre (84,900 square foot) tract of land, out of and situated in the J. J. Stubblefield Survey, Abstract No. 562, and the Thomas B. Lee Survey, Abstract No. 740, in Williamson County; being more fully described by metes and bounds in **Exhibit "A"**, attached hereto and incorporated herein (**Parcel 73**); and

Pipeline easement interest in and across all of that certain 0.193 acre (8,398 square foot) tract of land, out of and situated in the Thomas B. Lee Survey, Abstract No. 740, in Williamson County; being more particularly described by metes and bounds in **Exhibit "B"**, attached hereto and incorporated herein (**Parcel 73-GE**); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the portion of the Property described in **Exhibit "A"**, any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of ONE HUNDRED FIFTY-FOUR THOUSAND SEVEN HUNDRED ELEVEN and 16/100 Dollars ($154,711.16).

2.02. The Purchase Price for the easement interest in and across the Property described in **Exhibit "B"**, shall be the sum of FIFTEEN THOUSAND and 00/100 Dollars ($15,000.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable by Purchaser as follows:

(a) A $10,000.00 escrow deposit ("Escrow Deposit") shall be tendered by Purchaser to Title Company as earnest money within fourteen (14) days after the Effective Date of this Contract and the delivery of a Purchaser's Settlement Statement by the Title Company, which shall be applied toward the Purchase Price at closing, except as otherwise provided herein; and

(b) The balance of the Purchase Price shall be paid in cash or other readily available funds at the Closing.

ARTICLE III
CONDITIONS TO PURCHASER'S OBLIGATIONS

The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to Seller's having performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser; and

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before December 31, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(a) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in **Exhibit "A"**, and deliver to Flint Hills Resources Corpus Christi, LLC a duly executed and acknowledged amendment to pipeline easement right of way in and to the portion of the Property described in **Exhibit "B"**, all free and clear of any and all monetary liens but subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, water interests and easements outstanding in persons other than Seller, and other instruments, other than encumbrances against and conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary, or in other encroachments onto the Property;

(b) The Deed to Purchaser shall be in the form as shown in **Exhibit "C"** attached hereto. The Amendment to Flint Hills Resources Corpus Christi, LLC shall be in the form as shown in **Exhibit "D"** attached hereto;

(c) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(i) The boundary and survey exceptions shall be deleted;

(ii) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(iii) 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.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price; and

(b) Complete and execute such documents as the Title Company may reasonably require.

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 and submitted to the Williamson County Tax Office by Title Company, but shall otherwise remain the obligation of Seller to satisfy. 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. Agricultural roll-back taxes, if any, which directly result from this Contract 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:

(a) Owner's Title Policy and survey to be paid by Purchaser;

(b) Deed, tax certificates, and title curative matters, if any, paid by Purchaser;

(c) All other closing costs shall be paid by Purchaser; and

(d) Attorney's fees paid by each party 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.

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.

In order to be effective, notices to the Seller must also be sent via email to:

Douglas A. Booth
Sneed, Vine & Perry, P.C.
PH: (512) 494-3151
Email: dbooth@sneedvine.com

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 the Williamson County commissioners' court, 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.

Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 15, 2021 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed Southeast Loop/Corridor A-1 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any probate or title curative measures required by the Contract to complete the Closing of the purchase transaction.

Indemnification for Liability Arising from Possession and Use of Property

8.13. To the fullest extent allowed by law, Purchaser hereby agrees to release, indemnify and hold Seller, its agents, servants, employees, legal counsel and all persons natural or corporate in privity with them harmless from and against any and all claims, suits, actions, losses, damages, or liability of any character, type or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or damage to any property, arising out of or occasioned by, directly or indirectly, any use or possession of the Property by Purchaser or its agents, representatives, employees, guests, licensees, and/or anyone else who the foregoing persons may allow to enter onto the Property. It is expressly agreed that the indemnity provided for herein shall include, but not be limited to, an indemnity extended by Purchaser to indemnify and protect those indemnified hereunder from the consequences of the negligence of those indemnified, whether that negligence is the sole or contributory cause of the resultant injury, death or damage, or is only a contributory cause of the resultant injury, death or damage.

SELLER:

Kari Raesz (Dec 9, 2021 11:31 CST)

Kari A. Raesz, Independent Administrator of
the Estate of Cynthia D. Krueger, Deceased

Address: 4900 CR 101
Taylor TX 76574

Date: _____

Approved as to form:

Douglas A. Booth

Douglas Booth

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.
County Judge

Date: _____

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 73

DESCRIPTION OF A 1.949 ACRE (84,900 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 AND IN THE THOMAS B. LEE SURVEY, ABSTRACT NO. 740 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 75 ACRE TRACT OF LAND (PARCEL NUMBER ONE, THIRD TRACT) DESCRIBED IN EXECUTOR'S DEED TO CYNTHIA D. KRUEGER RECORDED IN DOCUMENT NO. 2015046325 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.949 ACRE (84,900 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10,170,534.11, E=3,192,628.67 TxSPC Zone 4203) set in the proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the northerly boundary line of said remainder of the 75 acre tract, same being in the southerly boundary line of that called 5.65 acre tract of land described in Special Warranty Deed to Larry John Matl recorded in Volume 1276, Page 612 of the Official Records of Williamson County, Texas, and depicted on Larry John Matl, Tract 1, a subdivision of record in Cabinet G, Slides 329-330 of the Plat Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a calculated angle point in said common boundary line bears N 82°50'51" W, at a distance of 486.76 feet;

1) **THENCE,** departing said proposed westerly ROW line, with the southerly boundary line of said 5.65 acre tract, same being the northerly boundary line of said remainder of the 75 acre tract, **S 82°50'51" E,** for a distance of **175.93** feet to the calculated northeasterly corner of said remainder of the 75 acre tract, same being the southeasterly corner of said 5.65 acre tract in the existing westerly ROW line of said F. M. 3349 (100' ROW width), same being in the westerly line of that called 4.1049 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 669, Pg. 340 of the Deed Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel;

2) **THENCE,** with said existing westerly ROW line, being the westerly line of said 4.1049 acre ROW tract, same being the easterly boundary line of said remainder of the 75 acre tract, **S 07°39'54" W,** for a distance of **435.67** feet to the calculated southeasterly corner of said remainder of the 75 acre tract, same being the northeasterly corner of that called 60.87 acre tract of land described in Gift Deed to Michael Ray Krueger recorded in Document No. 2012042162 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found bears S 82°41'01" E, at a distance of 0.66 feet;

3) **THENCE,** departing said existing westerly ROW line, with the common boundary line of said remainder of the 75 acre tract and said 60.87 acre tract, **N 82°41'01" W,** for a distance of **214.07** feet to an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line of F.M. 3349, for the southwesterly corner of the herein described parcel;

4) **THENCE**, departing said 60.87 acre tract, with said proposed westerly ROW line, through the interior of said remainder of the 75 acre tract, **N 12°40'17" E**, for a distance of **437.06** feet to the **POINT OF BEGINNING**, containing 1.949 acre, (84,900 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.

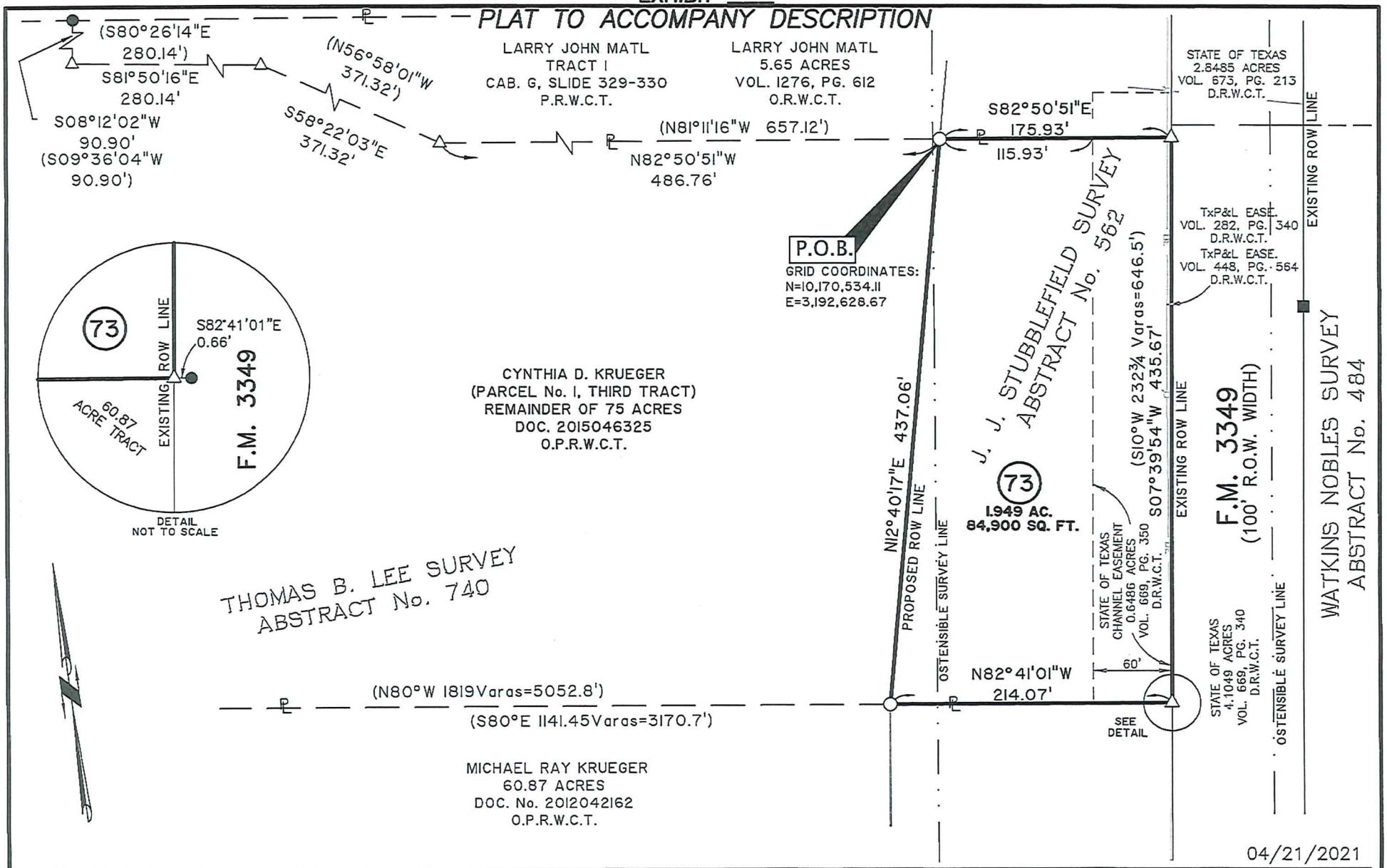
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 5 MAY 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



04/21/2021

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

PARCEL PLAT SHOWING PROPERTY OF

CYNTHIA D. KRUEGER

SCALE		PROJECT	
1" = 100'	WILLIAMSON COUNTY	FM 3349	PARCEL 73

S:_HJR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 73-CYNTHIA KRUEGER\PARCEL 73-CYNTHIA KRUEGER.dwg

EXHIBIT A
PLAT TO ACCOMPANY DESCRIPTION

I) 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. 2056200-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 15, 2020, ISSUE DATE OCTOBER 23, 2020.

10A. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 340, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. ELECTRIC AND TELEPHONE TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 344, PAGE 637, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. ELECTRIC POWER LINE FOR ELECTRIC CIRCUITS AND COMMUNICATION LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 564, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

D. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 454, PAGE 695, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

E. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 599, PAGE 612, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

F. CHANNEL OR DRAINAGE EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 350, OF THE DEED RECORDS OF WILLIAMSON COUNTY TEXAS, AFFECT AS SHOWN.

04/21/2021

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

PARCEL PLAT SHOWING PROPERTY OF
CYNTHIA D. KRUEGER

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	FM 3349

PARCEL 73

S:_HJR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 73-CYNTHIA KRUEGER\PARCEL 73-CYNTHIA KRUEGER.dwg

EXHIBIT A
PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	P.O.B.	POINT OF BEGINNING
◎	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R. ( )	POINT OF REFERENCE RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK		
	DENOTES COMMON OWNERSHIP		

G. PIPELINE EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1850, PAGE 72, OF THE OFFICIAL RECORDS, AS AFFECTED BY DOCUMENT NO. 2010078119, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. TERMS, CONDITIONS, AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-80 AUTHORIZING ANNEXATION DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2019035395, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I. TERMS, CONDITIONS, AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-8PP AUTHORIZING ANNEXATION DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2019043500, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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 5 MAY 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

04/21/2021

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

PARCEL PLAT SHOWING PROPERTY OF
CYNTHIA D. KRUEGER

PARCEL 73

SCALE		PROJECT	
1" = 100'	WILLIAMSON COUNTY	FM 3349	PAGE 5 OF 5

S:_HJR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 73-CYNTHIA KRUEGER\PARCEL 73-CYNTHIA KRUEGER.dwg

EXHIBIT B

PROPERTY DESCRIPTION FOR PARCEL 73 – G.E.

DESCRIPTION OF A 0.193 ACRE (8,398 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE THOMAS B. LEE SURVEY, ABSTRACT NO. 740 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 75 ACRE TRACT OF LAND (PARCEL NUMBER ONE, THIRD TRACT) DESCRIBED IN EXECUTOR'S DEED TO CYNTHIA D. KRUEGER RECORDED IN DOCUMENT NO. 2015046325 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.193 ACRE (8,398 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point (Grid Coordinates determined as N=10,170,110.31, E=3,192,512.89 TxSPC Zone 4203) being in the southerly boundary line of said remainder of the 75 acre tract, same being in the northerly boundary line of that called 60.87 acre tract of land described in Gift Deed to Michael Ray Krueger recorded in Document No. 2012042162 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which an iron rod with aluminum cap stamped "ROW 4933" set in the proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), bears with said common boundary line, S 82°41'01" E, at a distance of 20.09 feet;

1) **THENCE,** with the southerly boundary line of said remainder of the 75 acre tract, same being the northerly boundary line of said 60.87 acre tract, **N 82°41'01" W,** for a distance of **25.11** feet to the calculated southwesterly corner of the herein described parcel;

THENCE, departing said 60.87 acre tract, through the interior of said remainder of the 75 acre tract, the following five (5) courses:

2) **N 12°40'17" E,** for a distance of **306.45** feet to a calculated point;

3) **N 72°03'05" E,** for a distance of **52.29** feet to a calculated point, for the most northerly corner of the herein described tract, being in the proposed ROW line of said F.M. 3349 and from which an iron rod with aluminum cap stamped "ROW 4933" set in the northerly boundary line of said remainder of the 75 acre tract, same being the southerly boundary line of that called 5.65 acre tract of land described in Special Warranty Deed to Larry John Matl recorded in Volume 1276, Page 612 of the Official Records of Williamson County, Texas, and depicted on Larry John Matl, Tract 1, a subdivision of record in Cabinet G, Slides 329-330 of the Plat Records of Williamson County, Texas bears N 12°40'17" E, at a distance of 108.19 feet;

4) With said proposed ROW line, **S 12°40'17" W,** for a distance of **29.05** feet to a calculated point;

5) Departing said proposed ROW line, **S 72°03'05" W,** for a distance of **23.24** feet to a calculated point;

6) **S 12°40'17" W,** for a distance of **289.85** feet to the **POINT OF BEGINNING,** containing 0.193 acre, (8,398 square feet) of land, more or less.

NOTE: There is also a 50 foot wide Temporary Construction Easement (T.C.E.) parallel and westerly of Calls 2-3 of the above description, and a 0.013 acre (581 sq. ft) Temporary Workspace Easement as depicted on the accompanying Parcel Plat.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

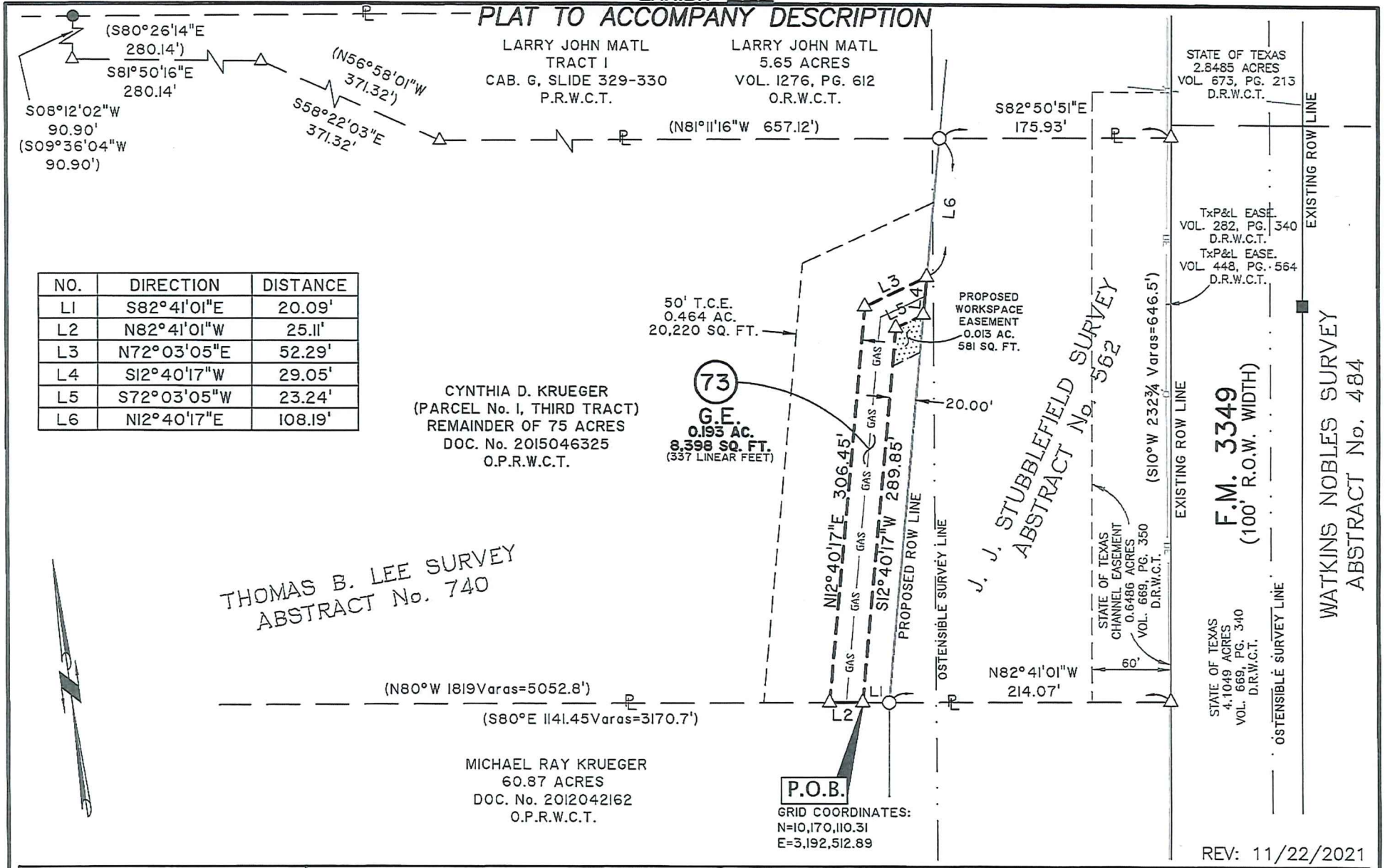
M. Stephen Truesdale 23 NOV 2021

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S82°41'01"E	20.09'
L2	N82°41'01"W	25.11'
L3	N72°03'05"E	52.29'
L4	S12°40'17"W	29.05'
L5	S72°03'05"W	23.24'
L6	N12°40'17"E	108.19'

REV: 11/22/2021

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

PARCEL PLAT SHOWING PROPERTY OF

CYNTHIA D. KRUEGER

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	FM 3349

FLINT HILLS RESOURCES PIPELINE PARCEL 73 G.E.

S:\HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 73-CYNTHIA KRUEGER\GAS\PARCEL 73-GE-CYNTHIA KRUEGER-REV.dwg

EXHIBIT B
PLAT TO ACCOMPANY DESCRIPTION

I) 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. 2056200-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 15, 2020, ISSUE DATE OCTOBER 23, 2020.

10A. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 340, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

B. ELECTRIC AND TELEPHONE TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 344, PAGE 637, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. ELECTRIC POWER LINE FOR ELECTRIC CIRCUITS AND COMMUNICATION LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 564, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

D. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 454, PAGE 695, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

E. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 599, PAGE 612, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

F. CHANNEL OR DRAINAGE EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 350, OF THE DEED RECORDS OF WILLIAMSON COUNTY TEXAS, DOES NOT AFFECT.

REV: 11/22/2021

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
CYNTHIA D. KRUEGER

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	FM 3349

FLINT HILLS RESOURCES PIPELINE
PARCEL 73
G.E.

S:\HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 73-CYNTHIA KRUEGER\GAS\PARCEL 73-GE-CYNTHIA KRUEGER-REV.dwg

EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION

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

G. PIPELINE EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1850, PAGE 72, OF THE OFFICIAL RECORDS, AS AFFECTED BY DOCUMENT NO. 2010078119, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. TERMS, CONDITIONS, AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-80 AUTHORIZING ANNEXATION DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2019035395, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I. TERMS, CONDITIONS, AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-8PP AUTHORIZING ANNEXATION DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2019043500, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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 23Nov2021

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

REV: 11/22/2021

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

PARCEL PLAT SHOWING PROPERTY OF
CYNTHIA D. KRUEGER

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	FM 3349

FLINT HILLS RESOURCES PIPELINE PARCEL 73 G.E.

S:\HJR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 73-CYNTHIA KRUEGER\GAS\PARCEL 73-GE-CYNTHIA KRUEGER-REV.dwg

EXHIBIT "C"

Parcel 73

DEED
Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **KARI A. RAESZ, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF CYNTHIA D. KRUEGER, DECEASED**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 1.949 acre (84,900 square foot) tract of land, out of and situated in the J. J. Stubblefield Survey, Abstract No. 562, and the Thomas B. Lee Survey, Abstract No. 740, in Williamson County; being more fully described by metes and bounds in **Exhibit "A"**, attached hereto and incorporated herein (**Parcel 73**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

All presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, water interests and easements outstanding in persons other than Grantor, and other instruments, other than encumbrances against and conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary, or in other encroachments onto the Property; and taxes for the year in which this deed is executed and conveyed through the date of this Deed.

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 and/or the State of

Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature pages follow]

GRANTOR:

_____
Kari A. Raesz, Independent Administrator of the Estate
of Cynthia D. Krueger, Deceased

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Kari A. Raesz, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "D"

DOCUMENT DRAFTED BY:
Flint Hills Resources, LLC
8125 Up River Rd
Corpus Christi, Texas 78409

WHEN RECORDED, MAIL TO:
Same as above
Attn: ROW Department – NAB

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS ISNTRUMENT 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 KARI A. RAESZ, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF CYNTHIA D KRUEGER, DECEASED ("Grantor") and FLINT HILLS RESOURCES CORPUS CHRISTI, LLC, a Delaware limited liability company ("Grantee"). Existing Easement Recitals ("Easement"):

1. Easement granted by Fred F. Krueger and Dorothy Krueger dated July 15, 1989 to the Koch Refining Company by instrument recorded in Volume 1850, Page 072, Document No. 1989035389, Official Records of Williamson County, Texas.

2. 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 0.193 acre (8,398 SF) 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 (the "Temporary Workspace"), as temporary workspace for a period not to exceed six (6) months from the time of initial entry during each instance of new construction, removal of the pipeline being replaced, and future maintenance, as necessary.

3. **Maintenance of Easement Property**. Following its use of the New Right-of-Way and Temporary Workspace, Grantee shall repair and restore the property as nearly as practicable to its condition immediately prior to Grantee's use. Grantee will maintain the New Right-of-Way consistent with industry standards.

4. **Indemnification of Grantor by Grantee**. Grantee hereby agrees to release, indemnify and hold Grantor, its agents, servants, employees, legal counsel and all persons natural or corporate in privity with them harmless from and against any and all claims, suits, actions, losses, damages, or liability of any character, type or description, including all expenses of litigation, court costs, and reasonable attorney's fees for injury or death to any person, or damage to any property, arising out of or occasioned by, directly or indirectly, any use or possession of the New Right-of-Way, as well as that right-of-way originally set forth in the Easement (the "Rights-of-Way") by Grantee or its agents, representatives, employees, guests, licensees, and/or anyone else who the foregoing persons may allow to enter onto the Rights-of-Way.

5. **Equitable Rights of Enforcement**. The obligations imposed herein may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of breach, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the party to or those benefitted by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. **Attorney's Fees**. If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. **Future Release**. Grantee agrees that upon completion of construction of the replacement pipeline in the New Right-of-Way and removal of 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.

8. **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 in 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.

9. **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.

10. **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:

_____

Kari A. Raesz, Independent Administrator of the Estate of
Cynthia D. Krueger, Deceased

STATE OF TEXAS §
§
COUNTY OF _____ §

Subscribed and sworn to before me this _____ day of _____, 2021, by Kari A. Raesz, 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 KANSAS §
§
COUNTY OF SEDGWICK §

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 Kansas
Printed Name: _____
My Commission Expires: _____

Meeting Date: 12/14/2021

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
g) Discuss the sale of 106 Dana Drive, Hutto, Texas

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	12/09/2021 10:40 AM
Form Started By: Charlie Crossfield		Started On: 12/09/2021 10:25 AM
Final Approval Date: 12/09/2021		

Commissioners Court - Regular Session **58.**

Meeting Date: 12/14/2021

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
k) Project Pearson Ranch
l) Project Orange
m) Project Fittipaldi
n) Project Venture

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	12/09/2021 10:42 AM

Form Started By: Charlie Crossfield Started On: 12/09/2021 10:26 AM

Final Approval Date: 12/09/2021